

STA/STPA/STSC  
GOVERNING BOARD/SAC  
MEMBER PACKET  
REGULAR MEETING  
March 11, 2021

SouthTech Charter Academy, Inc.  
SouthTech Preparatory Academy, Inc.  
SouthTech Success Center, Inc.

Carla Lovett, Executive Director  
Eileen Turenne, STA High School Principal  
Nicole Handy, STPA Middle School Principal

**SOUTHTECH CHARTER ACADEMY, INC.  
SOUTHTECH PREPARATORY ACADEMY, INC.  
SOUTHTECH SUCCESS CENTER, INC.  
STA/STPA/STSC Governing Board Regular Meeting Agenda  
March 11, 2021**

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**1. Opening of Meeting**

- a. Call to Order**
- b. Pledge of Allegiance**
- c. Roll Call**

|                  |                  |                 |
|------------------|------------------|-----------------|
| Roger Dunson     | Ayesha Edmond    | Russell Feldman |
| Christina Grenga | Dan Heller       | Diane Heinz     |
| Robert Kesten    | Suzanne Nicolini | James Notter    |

- d. Open Meeting Act Statement**

**2. Approval of the Minutes for the STA/STPA/STSC Governing Board Regular Meeting February 11, 2021.**

**3. Special Recognition**

**4. Reports**

- a. Treasurer's/Financial Report – Dan Heller**
- b. Executive Director – Carla Lovett**
- c. SouthTech Academy Principal – Eileen Turenne**
- d. SouthTech Preparatory Academy Principal – Nicole Handy**
- e. Committees/Special Reports**
  - o Policies & By-Laws Committee Report – Russell Feldman**

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

**5. SouthTech Academy Consent Agenda**

- a. Introduction of Consent Agenda for SOUTHTECH ACADEMY:  
Old Business**

**None.**

**Administrative Items**

**A-1** I recommend that the Board approve the donations for the period from December 29, 2020 to February 12, 2021.

**A-2** I recommend that the Board approve the SY22 SouthTech Academy school calendar.

**A-3** I recommend that the Board approve the SouthTech Schools Grades 9-12 Student Progression Plan 2020-2021.

**Personnel Items**

**B-1** I recommend that the Board approve the Personnel Actions for the previous month.

**Financial Items**

**C-1** I recommend that the Board approve and ratify the monthly financial statements for the month ending January 31, 2021 as required by the Sponsor.

**C-2** I recommend that the Board approve and ratify the SouthTech Schools

Holdings, LLC Balance Sheet and Profit & Loss Report for month ending January 31, 2021.

- C-3** I recommend that the Board approve the Food Services Agreement for FY22 with the Sponsor and authorize the Board Chair to sign all related documents.

**Emergency Items**

None.

- b. Poll Board for Items to be Pulled for Comment or Questions**
- c. Approval of SouthTech Academy Consent Agenda Except for Items Pulled**
- d. Approval of Each Pulled Item (Item-by Item)**

**6. SouthTech Preparatory Academy Consent Agenda**

- a. Introduction of Consent Agenda for SOUTHTECH PREPARATORY ACADEMY: Old Business**

None.

**Administrative Items**

**PA-1** I recommend that the Board approve the donations for the period from February 12, 2021 to February 26, 2021.

**PA-2** I recommend that the Board approve the SY22 SouthTech Preparatory Academy school calendar.

**Personnel Items**

**PB-1** I recommend that the Board approve the Personnel Actions for the previous month.

**Financial Items**

**PC-1** I recommend that the Board approve and ratify the monthly financial statements for the month ending January 31, 2021 as required by the Sponsor.

**PC-2** I recommend that the Board approve Food Services Agreement for FY22 with the Sponsor and authorize the Board Chair to sign all related documents.

**Emergency Items**

None.

- b. Poll Board for Items to be Pulled for Comment or Questions**
- c. Approval of SouthTech Academy Consent Agenda Except for Items Pulled**
- d. Approval of Each Pulled Item (Item-by Item)**

**7. SouthTech Success Center Consent Agenda**

- a. Introduction of Consent Agenda for SOUTHTECH SUCCESS CENTER**

**Old Business**

None.

**Administrative Items**

None.

**Personnel Items**

None.

**Financial Items**

None.

**Emergency Items**

None.

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

**9. Board Comments**

**10. Motion to Adjourn**



**SOUTHTECH CHARTER ACADEMY, INC.  
SOUTHTECH PREPARATORY ACADEMY, INC.  
SOUTHTECH SUCCESS CENTER, INC.  
STA/STPA/STSC Governing Board Regular Meeting Minutes  
February 11, 2021**

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**1. Opening of Meeting**

**a. Call to Order – 7:15 PM**

**b. Pledge of Allegiance**

**c. Roll Call**

Present: Roger Dunson, Christina Grenga, Dan Heller, Diane Heinz, Robert Kesten, Suzanne Nicolini, and James Notter

Virtual: Ayesha Edmond and Russell Feldman

Absent: None.

**Quorum confirmed.**

**d. Open Meeting Act Statement**

**2. Approval of the Minutes for the STA/STPA/STSC Governing Board Regular Meeting January 14, 2020.**

**Motion:** James Notter

**Second:** Suzanne Nicolini

All in favor. **Motion passed.**

**3. Reports**

**a. Treasurer's/Financial Report – Dan Heller**

- The Finance Committee met prior to the Governing Board meeting and recommends for Board approval Items C-1 through C-4 and Items PC-1 and PC-2.

**b. Executive Director – Carla Lovett**

- Open invitation to meet
- Refining our procedures and processes
- Discussion of Board Meeting start time
  - 1. Motion to change the start time of the Governing Board Meetings from 7:00 PM to 6:00 PM going forward.**

**Motion:** James Notter

**Second:** Diane Heinz

All in favor. **Motion passed.**

- Charter School Governance Conference – Saturday, March 26<sup>th</sup> (virtual)

- Update from Steven Kozak

- 1. Website
  - 2. Facility
  - 3. Business Development

- Update from Joshua Wigelsworth

- 1. Academies
  - 2. CTE Programs

**c. SouthTech Academy Principal – Eileen Turenne**

- School Activities and Events
- Student Expectations

**d. SouthTech Preparatory Academy Principal – Nicole Handy**

- School Activities and Events
- Donation of Sneeze guards from NuGerm
- Testing Update
- Enrollment Update

**e. Committees/Special Reports – None.**

**4. Public Comments on Agenda Items – None.**

**5. SouthTech Academy Consent Agenda**

**a. Introduction of Consent Agenda for SOUTHTECH ACADEMY:**

**Old Business**

**None.**

**Administrative Items**

**A-1** I recommend that the Board approve the donations for the period from December 9, 2020 to January 31, 2021.

**Personnel Items**

**B-1** I recommend that the Board approve the Personnel Actions for the previous month.

**Financial Items**

**C-1** I recommend that the Board approve and ratify the monthly financial statements for the month ending December 31, 2020 as required by the Sponsor.

**C-2** I recommend that the Board approve and ratify the SouthTech Schools Holdings, LLC Balance Sheet and Profit & Loss Report for month ending December 31, 2020.

**C-3** I recommend that the Board approve the proposed salary increases.

**C-4** I recommend that the Board approve a contract with MAC Express Cleaning Services for cleaning services at SouthTech Academy.

**Emergency Items**

**None.**

**b. Poll Board for Items to be Pulled for Comment or Questions**

**B-1** – pulled by Dan Heller

**C-4** – pulled by Suzanne Nicolini

**c. Approval of SouthTech Academy Consent Agenda Except for Items Pulled**

**Motion:** Suzanne Nicolini

**Second:** James Notter

All in favor. **Motion passed.**

**d. Approval of Each Pulled Item**

- Pulled Item B-1

**Motion:** Dan Heller

**Second:** Suzanne Nicolini

**Discussion:** Mr. Heller was wondering why there were 3 resignations in one month. Ms. Turenne explained that each of these individuals left for personal reasons.

All in favor. **Motion passed.**

- Pulled Item C-4

**Motion:** Suzanne Nicolini

**Second:** Diane Heinz

**Discussion:** Ms. Nicolini wanted to know if the new contract included sanitization. Ms. McInerney explained that that is a separate contract. This is the regular nightly cleaning contract which is up for renewal.

All in favor. **Motion passed.**

**6. SouthTech Preparatory Academy Consent Agenda**

**a. Introduction of Consent Agenda for SOUTHTECH PREPARATORY ACADEMY:  
Old Business**

**None.**

**Administrative Items**

**PA-1** I recommend that the Board approve the donations for the period from January 1, 2021 to January 31, 2021.

**Personnel Items**

**PB-1** I recommend that the Board approve the Personnel Actions for the previous month.

**Financial Items**

**PC-1** I recommend that the Board approve and ratify the monthly financial statements for the month ending December 31, 2020 as required by the Sponsor.

**PC-2** I recommend that the Board approve the proposed salary increases.

**Emergency Items**

**None.**

**b. Poll Board for Items to be Pulled for Comment or Questions – None.**

**c. Approval of SouthTech Academy Consent Agenda Except for Items Pulled**

**Motion:** Christina Grenga

**Second:** Diane Heinz

All in favor. **Motion passed.**

**d. Approval of Each Pulled Item – N/A**

**7. SouthTech Success Center Consent Agenda**

**a. Introduction of Consent Agenda for SOUTHTECH SUCCESS CENTER**

**Old Business**

**None.**

**Administrative Items**

**None.**

**Personnel Items**

**None.**

**Financial Items**

**None.**

**Emergency Items**

**None.**

**8. Public Comments on non-Agenda Items – None.**

**9. Board Comments** by Suzanne Nicolini, James Notter, Diane Heinz, Dan Heller, Roger Dunson, and Robert Kesten.

**10. Motion to Adjourn by Suzanne Nicolini at 8:40 PM.**

Minutes Prepared by: \_\_\_\_\_ Approved by: \_\_\_\_\_ Dated \_\_\_\_\_  
Lisa DeVine Robert Kesten

**Board Meeting  
March 11, 2021**

**Governing Board of Directors  
SouthTech Charter Academy, Inc.**

**Agenda Item  
A-1**

**Motion:**

I recommend that the Board approve the donations for the period from December 29, 2020 to February 12, 2021.

**Summary Information:**

In following Board Policies 6.104 and 6.1041, these donations are brought forth for Board approval.

Attachments: Donations

**Presented By:**

Carla Lovett, Executive Director

**Financial Impact:**

The financial impact for this item varies depending on the various items donated.

## South Tech Academy Donations For The Governing Board

### Donations

| First Name        | Last Name   | Business             | Date     | Contribution |
|-------------------|-------------|----------------------|----------|--------------|
| Joe and Tandy     | Robinson    |                      | 12/29/20 | \$1,000.00   |
|                   |             | Mac Express Cleaning |          |              |
| Morris            | Carstarphen | Services, Inc.       | 02/10/21 | \$200.00     |
| Virginia & Harvey | Kimmel      | Community Foundation | 2/12/21  | \$6,000.00   |

### Non Cash Donations

| First Name | Last Name | Business | Date | Contribution |
|------------|-----------|----------|------|--------------|
|------------|-----------|----------|------|--------------|

**Motion:**

I recommend that the Board approve the SY22 SouthTech Academy school calendar.

**Summary Information:**

The SY22 SouthTech Curriculum and Instruction (C&I) calendar dates must be planned well before the end of school so that system programming can be accomplished.

The SY22 SouthTech Academy school calendar is a composite of all important school dates, including student attendance days, report card distribution, employee contract periods, holidays, professional development meetings, emergency makeup, teacher work days, personalized education plan meetings, recruitment open houses, System Administrators meetings, SISC meetings and Governing Board meetings.

Attachments: SouthTech Academy C&I Calendar Dates list and SY22 SouthTech Academy Calendar

**Presented By:**

Carla Lovett, Executive Director

**Financial Impact:**

There is no financial impact associated with this item.



# SouthTech Academy 4x4 Calendar Dates FY 2021-2022

PENDING BOARD APPROVAL

Beginning – Ending dates for **SouthTech Academy** 4x4 calendar dates for the 2021-2022 School Year.

| <u>Screen Title</u> | <u>Begin Date</u> | <u>End Date</u>   | <u>Grade Posting Begin</u> | <u>Grade Posting Ends</u> | <u>Time</u> | <u>Number of Dates</u> |
|---------------------|-------------------|-------------------|----------------------------|---------------------------|-------------|------------------------|
| <b>Full Year</b>    | <b>08/10/2021</b> | <b>05/26/2022</b> |                            |                           |             | <b>180</b>             |

|                          |                   |                   |     |     |       |           |
|--------------------------|-------------------|-------------------|-----|-----|-------|-----------|
| <b><u>Semester 1</u></b> | <b>08/10/2021</b> | <b>12/22/2021</b> |     |     |       | <b>87</b> |
| <b>Quarter 1</b>         | 08/10/2021        | 10/14/2021        |     |     |       | <b>45</b> |
| <i>Blocked Q1</i>        | 08/10/2021        | 09/10/2021        | TBD | TBD | 17:00 | 22        |
| <i>Blocked Q2</i>        | 09/13/2021        | 10/14/2021        | TBD | TBD | 17:00 | 23        |
| <b>Quarter 2</b>         | 10/18/2021        | 12/22/2021        |     |     |       | <b>42</b> |
| <i>Blocked Q3</i>        | 10/18/2021        | 11/16/2021        | TBD | TBD | 17:00 | 21        |
| <i>Blocked Q4</i>        | 11/17/2021        | 12/22/2021        | TBD | TBD | 17:00 | 21        |

|                          |  |                   |     |     |       |           |
|--------------------------|--|-------------------|-----|-----|-------|-----------|
| <b><u>Semester 2</u></b> | <b>01/05/2022</b>                          | <b>05/26/2022</b> |     |     |       | <b>93</b> |
| <b>Quarter 3</b>         | 01/05/2022                                 | 03/11/2022        |     |     |       | <b>46</b> |
| <i>Blocked Q5</i>        | 05/05/2022                                 | 02/07/2022        | TBD | TBD | 17:00 | 23        |
| <i>Blocked Q6</i>        | 02/08/2022                                 | 03/11/2022        | TBD | TBD | 17:00 | 23        |
| <b>Quarter 4</b>         | 03/22/2022                                 | 05/26/2022        |     |     |       | <b>47</b> |
| <i>Blocked Q7</i>        | 03/22/2022                                 | 04/22/2022        | TBD | TBD | 17:00 | 23        |
| <i>Blocked Q8</i>        | 04/25/2022                                 | 05/26/2022        | TBD | TBD | 17:00 | 24        |
| <b><i>Blocked Q8</i></b> | <b><i>Grade 12~ Posting Begins TBD</i></b> |                   |     |     |       |           |

## REPORT CARD DISTRIBUTION DATES

***Blocked Q1*** 09/17/2021  
***Blocked Q2*** 10/22/2021  
***Blocked Q3*** 11/30/2021  
***Blocked Q4*** After EOC scores arrive

***Blocked Q5*** 02/11/2022  
***Blocked Q6*** 03/25/2022  
***Blocked Q7*** 04/29/2022  
***Blocked Q8*** Mailed after June 8, 2022

| JULY 2021  |                  |                  |                              |                                |
|--|------------------|------------------|------------------------------|--------------------------------|
| MON  | TUE              | WED              | THU                          | FRI                            |
|  |                  |                  | 1 School Closed              | 2 School Closed                |
| 5 School Closed<br>HOLIDAY                         | 6 School Closed  | 7 School Closed  | 8 School Closed              | 9 School Closed                |
| 12 School Closed                                   | 13 School Closed | 14 School Closed | 15 School Closed             | 16 School Closed<br>4 Day Week |
| Floating Week for 220 Employees Contract As Needed |                  |                  |                              |                                |
| 19 Begin<br>220 A, I, IS, NI<br>210-I, NI<br>213-I | 20               | 21               | 22                           | 23 School Closed<br>4 Day Week |
| 26 Begin 202-1                                     | 27               | 28               | 29 RECRUITMENT<br>OPEN HOUSE | 30 School Closed<br>4 Day Week |

| OCTOBER 2021            |  |  |  |   |
|-------------------------|--|--|--|---|
| MON                     | TUE  | WED  | THU  | FRI   |
|                         |  |  |  | 1   |
| 4                       | 5  | 6  | 7  | 8   |
| 11                      | 12 Midterm Exams<br>P1-P2<br>Students Early<br>Dismissal | 13 Midterm Exams<br>P3-P4<br>Students Early<br>Dismissal | 14 Board Meeting<br>DHM / SISC<br>Make up<br>Students Early<br>Dismissal<br>End Grading<br>BQ2 | 15 No Students<br>Teacher Work Day<br>FACM/PLC<br>ESP |
| 18 Begin Grading<br>BQ3 | 19   | 20   | 21   | 22  |
| 25                      | 26 RECRUITMENT<br>OPEN HOUSE                             | 27   | 28   | 29  |

| JANUARY 2022      |  |  |                                |     |
|-------------------|--|--|--------------------------------|-----|
| MON               | TUE  | WED  | THU                            | FRI |
| 3 HOLIDAY<br>ALL  | 4 No Students<br>Teacher Work Day<br>FACM/PLC<br>ESP | 5 Begin Grading BQ5<br>Begin 2nd<br>Semester | 6                              | 7   |
| 10                | 11   | 12   | 13 DHM / SISC<br>Board Meeting | 14  |
| 17 HOLIDAY<br>ALL | 18   | 19   | 20                             | 21  |
| 24                | 25   | 26 FACM<br>Parent Night/<br>Parent Training  | 27                             | 28  |
| 31                |  |  |                                |     |

| AUGUST 2021         |   |  |                  |                     |
|---------------------|---|--|------------------|---------------------|
| MON                 | TUE   | WED  | THU              | FRI                 |
| 2                   | 3 Begin 191-IS  | 4 Pre-School<br>Begin 196-I<br>Student<br>Orientation<br>FACM<br>ESP | 5 Pre-School     | 6 Pre-School<br>DHM |
| 9 Pre-School<br>ESP | 10 STUDENTS' FIRST DAY<br>Begin 1st Semester<br>Begin Grading BQ1 | 11   | 12 Board Meeting | 13                  |
| 16                  | 17  | 18   | 19               | 20                  |
| 23                  | 24  | 25   | 26               | 27                  |
| 30                  | 31  |  |                  |                     |

| NOVEMBER 2021     |                    |                      |  |                   |
|-------------------|--------------------|----------------------|--|-------------------|
| MON               | TUE                | WED                  | THU  | FRI               |
| 1                 | 2                  | 3                    | 4  | 5                 |
| 8                 | 9                  | 10                   | 11 No Students<br>Teacher Work Day<br>FACM/PLC<br>ESP<br>DHM / SISC<br>Board Meeting | 12                |
| 15                | 16 End Grading BQ3 | 17 Begin Grading BQ4 | 18   | 19                |
| 22 HOLIDAY<br>ALL | 23 HOLIDAY<br>ALL  | 24 HOLIDAY<br>ALL    | 25 HOLIDAY<br>ALL  | 26 HOLIDAY<br>ALL |
| 29                | 30                 |                      |  |                   |

| FEBRUARY 2022   |                        |     |                              |     |
|---|------------------------|-----|------------------------------|-----|
| MON   | TUE                    | WED | THU                          | FRI |
|   | 1                      | 2   | 3                            | 4   |
| 7 End Grading<br>BQ5                                  | 8 Begin Grading<br>BQ6 | 9   | 10 DHM/SISC<br>Board Meeting | 11  |
| 14  | 15                     | 16  | 17                           | 18  |
| 21 No Students<br>Teacher Work Day<br>FACM/PLC<br>ESP | 22                     | 23  | 24 RECRUITMENT<br>OPEN HOUSE | 25  |
| 28  |                        |     |                              |     |

| SEPTEMBER 2021          |                                       |                            |  |                       |
|-------------------------|---------------------------------------|----------------------------|--|-----------------------|
| MON                     | TUE                                   | WED                        | THU  | FRI                   |
|                         |                                       | 1 PARENT NIGHT/<br>TITLE I | 2  | 3                     |
| 6 HOLIDAY<br>ALL        | 7 HOLIDAY<br>ALL                      | 8                          | 9 DHM/SISC<br>Annual / Regular<br>Governing Board<br>Meeting | 10 End Grading<br>BQ1 |
| 13 Begin Grading<br>BQ2 | 14                                    | 15 FACM                    | 16 HOLIDAY<br>ALL  | 17                    |
| 20                      | 21 College<br>FAIR/Parent<br>Training | 22                         | 23   | 24                    |
| 27                      | 28                                    | 29                         | 30   |                       |

| DECEMBER 2021  |  |   |  |                   |
|--|--|---|--|-------------------|
| MON  | TUE  | WED   | THU  | FRI               |
|  |  | 1   | 2  | 3                 |
| 6  | 7  | 8   | 9 Students Early<br>Dismissal<br>Staff Luncheon<br>Board Meeting<br>DHM / SISC | 10                |
| 13   | 14   | 15 FACM   | 16   | 17                |
| 20 Final Exams-Sem.1<br>P1-P2<br>Students Early<br>Dismissal | 21 Final Exams-Sem.1<br>P3-P4<br>Students Early<br>Dismissal | 22 Makeup Day<br>End 1st Semester<br>End Grading BQ4<br>Students Early<br>Dismissal | 23 HOLIDAY<br>ALL  | 24 HOLIDAY<br>ALL |
| 27 HOLIDAY<br>ALL  | 28 HOLIDAY<br>ALL  | 29 HOLIDAY<br>ALL   | 30 HOLIDAY<br>ALL  | 31 HOLIDAY<br>ALL |

| MARCH 2022  |                      |   |   |  |
|---|----------------------|---|---|--|
| MON   | TUE                  | WED   | THU   | FRI  |
|   | 1                    | 2   | 3   | 4  |
| 7   | 8                    | 9 Midterm Exams<br>P1-P2<br>Students Early<br>Dismissal | 10 Midterm Exams<br>P3-P4<br>Students Early<br>Dismissal<br>DHM/SISC<br>Board Meeting | 11 Exams Make-up<br>Students Early<br>Dismissal<br>End Grading BQ6 |
| 14 HOLIDAY<br>ALL                                     | 15 HOLIDAY<br>ALL    | 16 HOLIDAY<br>ALL                                       | 17 HOLIDAY<br>ALL   | 18 HOLIDAY<br>ALL  |
| 21 No Students<br>Teacher Work Day<br>FACM/PLC<br>ESP | 22 Begin Grading BQ7 | 23  | 24  | 25   |
| 28  | 29                   | 30  | 31  |  |



# School Calendar 2021-2022

# SOUTH TECH ACADEMY

PENDING BOARD APPROVAL

| APRIL 2022                  |     |     |                                  |                           |
|-----------------------------|-----|-----|----------------------------------|---------------------------|
| MON                         | TUE | WED | THU                              | FRI                       |
|                             |     |     |                                  | 1                         |
| 4                           | 5   | 6   | 7                                | 8                         |
| 11                          | 12  | 13  | 14<br>DHM/ SISC<br>Board Meeting | 15<br>HOLIDAY<br>ALL      |
| 18                          | 19  | 20  | 21<br>RECRUITMENT<br>OPEN HOUSE  | 22<br>End Grading<br>BQ 7 |
| 25<br>Begin Grading<br>BQ 8 | 26  | 27  | 28                               | 29                        |

| MAY 2022             |   |  |   |   |
|----------------------|---|--|---|---|
| MON                  | TUE   | WED  | THU   | FRI   |
| 2                    | 3   | 4<br>Senior Exams<br>(Tentative)   | 5<br>Senior Exams<br>(Tentative)  | 6<br>Senior Grades<br>Make-Up<br>(Tentative)  |
| 9                    | 10  | 11   | 12<br>DHM / SISC<br>Board Meeting   | 13<br>Senior Check Out<br>(Tentative)   |
| 16                   | 17  | 18   | 19  | 20  |
| 23                   | 24<br>Graduation Ceremony<br>Final Exams -<br>Sem. 2 - P1-P2<br>Students Early<br>Dismissal | 25<br>FACM<br>Final Exams -<br>Sem. 2 P3-P4<br>Students Early<br>Dismissal | 26<br>Final Exams<br>Make Up - Sem. 2<br>Students Early Dismissal<br>STUDENTS LAST DAY<br>End Grading BQ8 | 27<br>Post School<br>No Students<br>Teacher Work Day<br>FACM/PLC<br>ESP<br>End 202-1<br>196-1<br>191-1S |
| 30<br>HOLIDAY<br>ALL | 31  |  |   |   |

| JUNE 2022           |                     |                               |                     |                     |
|---------------------|---------------------|-------------------------------|---------------------|---------------------|
| MON                 | TUE                 | WED                           | THU                 | FRI                 |
|                     |                     | 1<br>End 210-1, NI            | 2                   | 3<br>School Closed  |
| 6<br>End 213-1      | 7                   | 8                             | 9<br>Board Meeting  | 10<br>School Closed |
| 13                  | 14                  | 15<br>End 220-A, 1, 1S,<br>NI | 16<br>School Closed | 17<br>School Closed |
| 20<br>School Closed | 21<br>School Closed | 22<br>School Closed           | 23<br>School Closed | 24<br>School Closed |
| 27<br>School Closed | 28<br>School Closed | 29<br>School Closed           | 30<br>School Closed |                     |

Grade 9-12 School Hours 7:00 AM to 1:45 PM

| HOLIDAYS        |                       |      |      |      |
|-----------------|-----------------------|------|------|------|
| Date            | Holiday               | A/NI | IS   | I    |
| July 05, 2021   | Independence Day      | X    | X    | X    |
| Sep 06, 2021    | Labor Day             | PD   | PD   | PD   |
| Sep 07, 2021    | Fall Holiday          | X    | X    | X    |
| Sep 16, 2021    | Fall Holiday          | X    | X    | X    |
| Nov 22-26, 2021 | Thanksgiving Holidays | 1 PD | 1 PD | 1 PD |
| Dec 23-31, 2021 | Winter Break          | 1 PD | 1 PD | 1 PD |
| Jan 03, 2022    | Winter Break          | PD   | PD   | PD   |
| Jan 17, 2022    | M. L. King's Birthday | PD   | PD   | PD   |
| Mar 14-18, 2022 | Spring Break          | X    | X    | X    |
| Apr 15, 2022    | Spring Holiday        | X    | X    | X    |
| May 30, 2022    | Memorial Day          | PD   | PD   | PD   |

## Employee Contract Periods

| Employee Group             | Begin Date   | End Date   | # of Days                                    |
|----------------------------|--|--|--|
| Administration (A)         | Jul 19, 2021   | Jun 15, 2022   | 220 Days                                     |
| Non-Instructional (NI)     | Jul 19, 2021<br>Aug 03, 2021                                 | Jun 15, 2022<br>May 27, 2022                                 | 220 Days<br>191 Days                         |
| Instructional Support (IS) | Jul 19, 2021   | Jun 15, 2022   | 220 Days                                     |
| Instructional (I)          | Jul 19, 2021<br>Jul 19, 2021<br>Jul 26, 2021<br>Aug 04, 2021 | Jun 06, 2022<br>Jun 01, 2022<br>May 27, 2022<br>May 27, 2022 | 213 Days<br>210 Days<br>202 Days<br>196 Days |

## Teacher Work Days - Pre/Post School

|              |                                    |
|--------------|------------------------------------|
| Oct 15, 2021 | August 04-09, 2021<br>(Pre-School) |
| Nov 11, 2021 | May 27, 2022<br>(Post School)      |
| Jan 04, 2022 |                                    |
| Feb 21, 2022 |                                    |
| Mar 21, 2022 |                                    |
| May 27, 2022 |                                    |

## EMD - Emergency Make-Up Days

TBD

|  |
|--|
| Board Meeting/Workshop @ 6:00PM ~ with Administration and Public   |
| PLC Professional Learning Community Meeting with Instructional Staff   |
| ESP Educator Support Program Meeting with Administration   |
| DHM Department Head Meeting with Administration  |
| FACM Faculty Meeting with Instr. Staff, and Administration   |
| Recruitment Open House / Parent Night @ 6:30PM with Employees  |
| SISC School Improvement Steering Committee @ 5:00PM with Administration and Public   |
| NOTE: Advisory Committee Meetings of academy teachers and local business/industry volunteers occur 4 times a year and date is decided upon by the participants |

## Student Attendance Days

| Period | Begins       | Ends         | # of Days |
|--------|--------------|--------------|-----------|
| BQ1    | Aug 10, 2021 | Sep 10, 2021 | 22        |
| BQ2    | Sep 13, 2021 | Oct 14, 2021 | 23        |
| BQ3    | Oct 18, 2021 | Nov 16, 2021 | 21        |
| BQ4    | Nov 17, 2021 | Dec 22, 2021 | 21        |
| BQ5    | Jan 5, 2022  | Feb 7, 2022  | 23        |
| BQ6    | Feb 8, 2022  | Mar 11, 2022 | 23        |
| BQ7    | Mar 22, 2022 | Apr 22, 2022 | 23        |
| BQ8    | Apr 25, 2022 | May 26, 2022 | 24        |

## Report Card Distribution Dates

| Grading Period | Distribution Dates         |
|----------------|----------------------------|
| BQ1            | 09/17/2021                 |
| BQ2            | 10/22/2021                 |
| BQ3            | 11/30/2021                 |
| BQ4            | After EOC scores arrive    |
| BQ5            | 02/11/2022                 |
| BQ6            | 03/25/2022                 |
| BQ7            | 04/29/2022                 |
| BQ8            | Mailed after June 08, 2022 |



Employees work 10 Hr Days M-Th and Friday school is closed



Floating Week for 220 Employees Contract As Needed

**Motion:**

I recommend that the Board approve the SouthTech Schools Grades 9-12 Student Progression Plan 2020-2021.

**Summary Information:**

The Student Progression Plan requires an annual review after Florida statutes and State Board of Education rules are finalized. The SouthTech Schools Grades 9-12 Student Progression Plan reflects statutory and rule revisions.

Attachments: SouthTech Schools Grades 9-12 Student Progression Plan 2020-2021

**Presented By:**

Carla Lovett, Executive Director

**Financial Impact:**

There is no financial impact associated with this item.

SouthTech Academy

# STUDENT PROGRESSION PLAN

2020  
2021

GRADE  
9-12

ENTRY

PROMOTION

RETENTION

GRADUATION



SouthTech Academy  
6161 W Woolbright Road  
Boynton Beach, FL. 33437  
Phone: (561) 369-7000





## **Grades 9 - 12**

### **Student Progression Plan**

Entry, Promotion, Retention, and Graduation

## **2020-2021**

Eileen Turenne, Principal  
Erin Kurtz, Assistant Principal  
Roman Salas, Assistant Principal  
Joshua Wigelsworth, Assistant Principal

## Table of Contents

|  |               |
|--|---------------|
| <b>INTRODUCTION .....</b>  | <b>06</b>     |
| <b>PURPOSE OF THE PLAN .....</b>   | <b>06</b>     |
| <b>PLAN FORMAT.....</b>  | <b>06</b>     |
| Mission, Goals, and System Wide Measures.....  | 07            |
| Florida's Multi-Tiered System of Supports (MTSS).....  | 07            |
| Academic Standards .....   | 07            |
| Responsibilities .....   | 08            |
| Students with Disabilities .....   | 08            |
| <b>DISTANCE LEARNING.....</b>  | <b>08</b>     |
| <br><b>ENTRY REQUIREMENTS.....</b>   | <br><b>10</b> |
| <b>INITIAL ENTRY REQUIREMENTS .....</b>  | <b>10</b>     |
| <b>STUDENT RESIDENCE ENROLLMENT REQUIREMENTS .....</b>                                       | <b>12</b>     |
| <b>MAXIMUM AGE LIMIT FOR ENROLLMENT.....</b>   | <b>13</b>     |
| Students with Disabilities (SWD) Program .....   | 13            |
| Students who Qualify for ESOL.....   | 13            |
| Students who Attain Age 16 .....   | 13            |
| <b>HEALTH REQUIREMENTS .....</b>   | <b>14</b>     |
| Physical Examination and Immunization Requirements .....                                     | 14            |
| Required Immunization Form.....  | 15            |
| <br><b>PLACEMENT OF TRANSFER STUDENTS.....</b>   | <br><b>16</b> |
| Transfer of Students (9-12) from Home Education .....  | 16            |
| <b>HIGH SCHOOL (9-12) TRANSFER STUDENTS.....</b>   | <b>17</b>     |
| Validation of Transfer Credits/Grades for High School (9-12).....                            | 17            |
| High School Validation Process for High School (9-12) .....                                  | 17            |
| Alternative Validation Procedure for High School (9-12).....                                 | 17            |
| Transfer Students Placement for Graduation .....   | 18            |
| <b>ENGLISH LANGUAGE LEARNER (ELL) TRANSFER STUDENTS .....</b>                                | <b>19</b>     |
| <b>STUDENTS WITH DISABILITIES (SWD) AND GIFTED TRANSFER STUDENTS.....</b>                    | <b>20</b>     |
| Students with Disabilities (SWD) and Gifted Students who Transfer From Outside Florida ..... | 20            |
| Students who Transfer with Section 504 Accommodation Plans .....                             | 20            |
| <br><b>ATTENDANCE AND ABSENTEEISM.....</b>   | <br><b>21</b> |
| <b>ATTENDANCE POLICIES AND PROCEDURES .....</b>  | <b>21</b>     |
| General Attendance Policies and Procedures .....   | 21            |
| High School Attendance Policies and Procedures .....   | 21            |
| <b>LATE ARRIVALS/TARDINESS POLICIES AND PROCEDURES .....</b>                                 | <b>21</b>     |
| <b>ABSENCE POLICIES AND PROCEDURES .....</b>   | <b>22</b>     |
| Excused Absences.....  | 22            |
| Unexcused Absences .....   | 22            |
| Make-Up Work .....   | 22            |
| Students with Section 504 Accommodation Plan Absence Policy .....                            | 22            |
| Exceptional Student Education (ESE) Absence Policy.....                                      | 23            |
| Hospital/Homebound Services .....  | 23            |

|  |           |
|--|-----------|
| <b>STUDENT WITHDRAWALS .....</b>   | <b>24</b> |
| <b>HIGH SCHOOL (9-12) PROCEDURES .....</b>   | <b>24</b> |
| Withdrawal Prior to the Last Two Weeks of the Semester .....                                       | 24        |
| Withdrawal During the Last Two Weeks of the Semester .....   | 24        |
| <b>HOME EDUCATION ENROLLMENT PROCEDURES .....</b>  | <b>24</b> |
| Withdrawal for Enrollment in Home Education Program .....  | 24        |
| <b>CURRICULUM .....</b>  | <b>25</b> |
| <b>HIGH SCHOOL (9-12) CURRICULUM.....</b>  | <b>25</b> |
| English for Speakers of Other Languages (ESOL).....  | 25        |
| Exceptional Student Education (ESE).....   | 26        |
| Section 504 Accommodation Plans .....  | 27        |
| Educational Alternatives/Department of Juvenile Justice/Youth Services.....                        | 28        |
| <b>SPECIAL PROGRAMS FOR HIGH SCHOOL .....</b>  | <b>29</b> |
| Career and Technical Education (CTE).....  | 29        |
| Core Credit for Career and Technical Education (CTE) .....   | 30        |
| Career Academies.....  | 30        |
| Career Education Program Completer Certificate.....  | 31        |
| <b>ACADEMICALLY CHALLENGING CURRICULUM TO ENHANCE LEARNING (ACCEL).....</b>                        | <b>31</b> |
| <b>GENERAL HIGH SCHOOL ACCEL OPTIONS .....</b>   | <b>31</b> |
| <b>CREDIT ACCELERATION PROGRAM (CAP) .....</b>   | <b>31</b> |
| <b>WHOLE-GRADE AND MIDYEAR PROMOTION PROCEDURES .....</b>  | <b>32</b> |
| High School (9-12) Procedures for Requesting Acceleration.....                                     | 32        |
| <b>COURSES TAKEN THROUGH NON-DISTRICT EDUCATIONAL PROVIDERS .....</b>                              | <b>32</b> |
| <b>CREDIT BY EXAMINATION .....</b>   | <b>32</b> |
| <b>ADVANCED PLACEMENT (AP) .....</b>   | <b>32</b> |
| <b>DUAL ENROLLMENT PROGRAM.....</b>  | <b>33</b> |
| Enrollment in Schools without Dual Enrollment Agreements.....                                      | 35        |
| <b>PROMOTION AND RETENTION.....</b>  | <b>36</b> |
| <b>HIGH SCHOOL GRADE CLASSIFICATION FOR PROMOTION AND RETENTION .....</b>                          | <b>36</b> |
| <b>GRADUATION REQUIREMENTS .....</b>   | <b>37</b> |
| <b>GRADUATION REQUIREMENTS FOR A STANDARD DIPLOMA .....</b>  | <b>37</b> |
| Assessments for Standard Diploma.....  | 37        |
| Statewide Standardized Assessment Waivers for Students with Disabilities .....                     | 38        |
| Statewide Standardized Assessment Waiver Eligibility Criteria for Students with Disabilities ..... | 38        |
| Course Credit for Standard Diploma .....   | 40        |
| Online Learning for Standard Diploma .....   | 40        |
| Grade Point Average (GPA) for Standard Diploma.....  | 40        |
| <b>FOUR-YEAR, 24-CREDIT TRADITIONAL OPTION REQUIREMENTS .....</b>                                  | <b>40</b> |
| Virtual/Online Course Requirement for Four-Year 24-Credit Option .....                             | 40        |
| English Requirements for Four-Year 24-Credit Option .....  | 41        |
| Mathematics Requirements for Four-Year 24-Credit Option.....                                       | 41        |
| Algebra 1 End-of-Course (EOC) Assessment Requirement .....   | 42        |

|  |               |
|--|---------------|
| Geometry End-of-Course (EOC) Assessment Requirement .....                          | 42            |
| Science Requirements for Four-Year 24-Credit Option.....                           | 43            |
| Biology 1 End-of-Course (EOC) Assessment Requirement .....                         | 44            |
| Social Studies Requirements for Four-Year 24-Credit Option.....                    | 44            |
| Social Studies End-of-Course (EOC) Assessment Requirement.....                     | 45            |
| Physical Education requirements for Four-Year 24-Credit Option.....                | 45            |
| Fine and Performing Arts Requirements for Four-Year 24-Credit Option .....         | 45            |
| Electives Requirements for Four-Year 24-Credit Option.....                         | 46            |
| World Language Options .....   | 46            |
| Community Service Graduation Requirement .....                                     | 47            |
| Graduation Requirements for Transfer Students.....                                 | 48            |
| <b>OTHER GRADUATION OPTIONS .....</b>  | <b>49</b>     |
| Early Graduation for Four-Year 24-Credit Option Students.....                      | 49            |
| 18-Credit ACCEL Graduation Option.....   | 49            |
| Career and Technical Education Pathway Option.....                                 | 49            |
| <b>COURSE ACCOMMODATIONS AND MODIFICATIONS .....</b>                               | <b>50</b>     |
| English Language Learners (ELLs) Course Modifications/Accommodations .....         | 50            |
| Active Section 504 Accommodation Plans Course Modifications.....                   | 50            |
| <b>GRADUATION OPTIONS FOR STUDENTS WITH DISABILITIES (SWD) .....</b>               | <b>51</b>     |
| Students with Disabilities Entering Grade 9 During the 2014–2015 School Year ..... | 52            |
| <b>HIGH SCHOOL DIPLOMAS.....</b>   | <b>52</b>     |
| Diploma Designations.....  | 52            |
| <b>CERTIFICATES OF COMPLETION .....</b>  | <b>54</b>     |
| Standard Certification of Completion.....  | 54            |
| <b>RECOGNITION OF VALEDICTORIAN/SALUTATORIAN .....</b>                             | <b>55</b>     |
| Valedictorian/Salutatorian Calculation .....                                       | 55            |
| <b>FLORIDA DEPARTMENT OF EDUCATION SCHOLARSHIPS .....</b>                          | <b>55</b>     |
| Florida Bright Futures Scholarship Program.....                                    | 55            |
| <br><b>REMEDICATION AND RETENTION.....</b>   | <br><b>57</b> |
| <b>IDENTIFICATION OF STUDENTS IN NEED OF REMEDIATION.....</b>                      | <b>57</b>     |
| <b>HIGH SCHOOL (9-12) REMEDIATION REQUIREMENTS .....</b>                           | <b>57</b>     |
| High School Reading Remediation.....   | 58            |
| Algebra 1 Remediation .....  | 58            |
| High School Complementary Options for Remedial Instruction .....                   | 59            |
| <br><b>PROGRESS MONITORING.....</b>  | <br><b>59</b> |
| <b>GENERAL PROGRESS MONITORING PLAN (PMP) PROCESS.....</b>                         | <b>59</b>     |
| <b>ENGLISH LANGUAGE LEARNERS (ELLs) PROGRESS MONITORING .....</b>                  | <b>60</b>     |
| <b>EXCEPTIONAL STUDENT EDUCATION (ESE) PROGRESS MONITORING.....</b>                | <b>60</b>     |
| <br><b>PROCEDURES FOR IMPLEMENTING THE PROGRESS MONITORING PLAN (PMP).....</b>     | <br><b>60</b> |
| Additional PMP Requirements for Secondary School Students .....                    | 61            |
| <b>HIGH SCHOOL (9-12) PROGRESS MONITORING .....</b>                                | <b>62</b>     |



|   |               |
|---|---------------|
| <b>REPORTING STUDENT PROGRESS.....</b>  | <b>63</b>     |
| <b>EXCEPTIONAL STUDENTS EDUCATION (ESE) STUDENTS .....</b>                                      | <b>63</b>     |
| <b>PARENT WRITTEN NOTIFICATION REQUIREMENTS.....</b>  | <b>63</b>     |
| Additional High School Requirements for Parent Notification .....                               | 64            |
| <b>FREQUENCY OF GRADE REPORTS.....</b>  | <b>64</b>     |
| <b>GENERAL GRADING RULES FOR MIDDLE AND HIGH SCHOOL STUDENTS.....</b>                           | <b>65</b>     |
| <b>EXCEPTIONAL STUDENT EDUCATION (ESE) GRADING RULES .....</b>                                  | <b>66</b>     |
| <b>ENGLISH LANGUAGE LEARNER (ELL) GRADING RULES.....</b>  | <b>66</b>     |
| <b>DESCRIPTION AND DEFINITION OF MIDDLE AND HIGH SCHOOL GRADES .....</b>                        | <b>66</b>     |
| <b>REPORTING STUDENT CONDUCT .....</b>  | <b>68</b>     |
| <b>REPORTING ATTENDANCE .....</b>   | <b>69</b>     |
| <b>CALCULATION OF GRADES FOR HIGH SCHOOL COURSES.....</b>                                       | <b>69</b>     |
| Blended Credit Option.....  | 69            |
| Grading Procedures for Courses with an End-of-Course (EOC) Assessment .....                     | 70            |
| Honors Level Points .....   | 70            |
| Senior Exemptions from Semester Examinations .....  | 71            |
| <b>FORGIVENESS RULE.....</b>  | <b>71</b>     |
| High School Courses Taken in Middle School.....   | 71            |
| High School Courses Taken in High School.....   | 71            |
| <br><b>ASSESSMENTS .....</b>  | <br><b>73</b> |
| <b>HIGH SCHOOL ASSESSMENT PROGRAM .....</b>   | <b>73</b>     |
| Florida Standards Assessments (FSA)/Next Generation Sunshine State Standards (NGSSS)            |               |
| Assessments.....  | 73            |
| End-of-Course (EOC) Assessments .....   | 73            |
| The Florida Standards Alternate Assessment (FSAA) for Students with significant cognitive       |               |
| Disabilities .....  | 73            |
| Statewide Assessment Program Schedule .....   | 73            |
| Assessing Comprehension & Communication in English State-to-State for English Language Learners |               |
| 2.0 (ACCESS for ELLs 2.0) & Alternate ACCESS (Grades 1-12) .....                                | 73            |
| Postsecondary Education Readiness Test (P.E.R.T.) .....   | 74            |
| National and International Education Comparisons .....  | 74            |
| <b>ADDITIONAL 6-12 ASSESSMENTS.....</b>   | <b>74</b>     |
| Grade 9 through Grade 12 Assessments .....  | 74            |
| <b>STATEWIDE STANDARDIZED ASSESSMENTS.....</b>  | <b>74</b>     |
| 2020-2021 Statewide Assessments .....   | 75            |



## INTRODUCTION

### PURPOSE OF THE PLAN

In accordance with [Florida Statute § 1008.25\(1\)\(2\)](#), the purpose of the 9-12 Student Progression Plan is that each student's progression from one grade to another be determined, in part, upon satisfactory performance in English Language Arts, mathematics, science, and social studies; that STA School board policies facilitate student achievement; that each student and his or her parent<sup>1</sup> be informed of the student's academic progress-and that students have access to educational options that provide academically challenging coursework or accelerated instruction pursuant to [Florida Statute § 1002.3105](#).

This Student Progression Plan strives to ensure that the required program of study, placement, promotion, reporting, retention, and special programs are equitable and comprehensive for all students. It is the responsibility of the School Board and the STA School (STA)<sup>2</sup> administration to provide students with effective instructional and remedial programs that monitor progress, promote continuous achievement, and make provisions for individual differences.

### PLAN FORMAT

When relevant, citations of Florida Statutes, State Board of Education Rules, School Board Policies, as well as resources, are provided. Most of the citations and resources/references, such as websites and forms, are hyperlinked to direct sites for easy access.

This Student Progression Plan

- Provides for a student's progression from one grade to another based on the student's mastery of the standards in [Florida Statute § 1003.41](#), specifically English Language Arts, mathematics, science, and social studies standards.
- High schools shall use all available assessment results, including the results of statewide, standardized English Language Arts assessments and end-of-course assessments for Algebra 1 and Geometry, to advise students of any identified deficiencies and to provide appropriate poSTAsecondary instruction before high school graduation.
- The results of evaluations used to monitor a student's progress in grades 6-12 must be provided to the student's teacher in a timely manner and as otherwise required by law. Thereafter, evaluation results must be provided to the student's parent in a timely manner.
- When available, instructional personnel must be provided with information on student achievement of standards and benchmarks in order to improve instruction.

In addition, the Plan includes information about student eligibility and procedural requirements for whole-grade promotion, midyear promotion, and subject-matter acceleration. This information includes:

- the process for parent(s) and students to request student participation in Academically Challenging Curriculum to Enhance Learning (ACCEL) and the additional options available at the student's school;

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<sup>1</sup> Throughout the Student Progression Plan, when the word "parent(s)" is used, it also refers to "legal guardian(s)" and persons acting as a parent.

<sup>2</sup> Throughout the Student Progression Plan, "STA" will be used to refer to the STA Schools.

- advising parent(s) and students to contact the principal regarding student eligibility and participation requirements for these options, including virtual instruction in higher grade level subjects;
- advising parent(s) and students of early and accelerated graduation options; and
- reference to all Dual Enrollment courses available within the Dual Enrollment Articulation Agreement.

### **Mission, Goals, and System Wide Measures**

The Florida Department of Education's mission, stated in [Florida Statute § 1008.31\(2\)](#), is to increase the proficiency of all students within one seamless, efficient system. This is accomplished by providing students with the opportunity to expand their knowledge and skills through learning opportunities and research valued by students, parents, and communities, while maintaining an accountability system that measures student progress toward the following goals:

- highest student achievement;
- seamless articulation and maximum access;
- skilled workforce and economic development; and
- quality efficient services.

### **Florida's Multi-Tiered System of Supports (MTSS)**

Through implementing the problem-solving framework, Florida's Multi-Tiered System of Supports (MTSS) provides high-quality instruction and intervention matched to student needs.

According to the Florida Department of Education<sup>3</sup>, MTSS involves the systematic use of assessment data to inform instructional decisions and efficiently allocate resources to improve learning for all students.

The core characteristics that underpin the MTSS model are:

- high-quality, research-based instruction provided to students in all settings;
- continuous monitoring of student performance;
- screening of all students for academic and behavioral problems;
- multiple levels or tiers of instruction that are progressively more intense and based on the student's response to instruction; and
- implementation of a problem-solving method across all levels or tiers.

### **Academic Standards**

The Plan herein incorporates the Florida Standards, Next Generation Sunshine State Standards (NGSSS), Florida Standards Access Points, and ACCEL options that provide academically challenging coursework or

accelerated instruction to students in 6th through 12th grade.

### **Responsibilities**

The STA instructional personnel are responsible for providing assistance to schools to consider the individual student's academic needs when placing students in subjects, grade levels, or specialty programs.

The principal of a school is responsible for making and maintaining required records/reports and providing leadership for instruction that meets the needs of all students. [[Florida Statutes §§ 1001.54 & 1012.28](#)]

Teachers are responsible for providing effective instruction and remediation, as well as, documenting instruction in all content areas and students' mastery of the above Standards.

### **Students with Disabilities**

Throughout the document the term students with disabilities (SWD) will be utilized. The term "student with a disability" means a student who is documented as having an intellectual disability; a hearing impairment, including deafness; a speech or language impairment; a visual impairment, including blindness; an emotional or behavioral disability; an orthopedic or other health impairment; an autism spectrum disorder; a traumatic brain injury; or a specific learning disability, including, but not limited to dyslexia, dyscalculia, or developmental aphasia. In all cases for purpose of this document, this will refer to a student with a disability who has an IEP. [[Florida Statute 1007.02](#)]

### **DISTANCE LEARNING**

Distance learning may be leveraged in the rare event of an emergency school closure or if the Executive Director determine there are national, state, or local health and safety concerns that prevent students from physically being on campus. STA will make every effort to ensure that our students' educational opportunities continue while at home. The SDPBC may leverage distance learning to foster sustained student growth by (1) supporting continuous instruction, (2) providing access for all students, and (3) maintaining connectedness to the community. STA may assign students to distance learning or provide parents an opportunity to select instruction through brick and mortar or distance learning.

Distance learning shall provide a remote learning situation that mimics, as closely as possible, the brick and mortar experience. Students will follow the school's regular bell schedule. Daily routines will mirror that of a traditional in-class setting. This includes live instruction in each subject, specials such as art and music in elementary school, intensive reading, interventions, and electives in the middle and high school settings.

Students participating in distance learning will be considered to be present if visibly seen or actively participate in the course (including but not limited to participating in class conversations, completing assignments during class time, writing in the chat box). Students will be encouraged to turn their camera on when engaged in distance learning. However, no penalty may be imposed for students whose cameras are not on.

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<sup>3</sup> The publication, [MTSS Implementation Components: Ensuring Common Language and Understanding](#), is available through the Bureau of Exceptional Education and Student Services, Florida Department of Education. The Guide is designed to assist school districts, state agencies that support educational programs, and parents in the provision of special programs for exceptional students. This document is available online at <http://www.florida-rti.org/index.htm>.

Virtual instruction, virtual education, blended learning, online learning, and variations of these terms as referenced in this document do not include distance learning. Distance learning does not meet the online course requirement for graduation.

Students with disabilities, who have an IEP, will be provided with a Distance Learning Plan that outlines how services delineated on the IEP will be implemented during distance learning.

## ENTRY REQUIREMENTS

### INITIAL ENTRY REQUIREMENTS

In accordance with [Florida Statute § 1003.21](#), it is the responsibility of the parent(s) of students entering the SDPBC public schools for the first time to present evidence of the child's age at the time of registration. Additional information and forms can be found on the [Student Registration Information](#) website.

To register a student, the following four types of documents are required:

1. valid Birth Certificate or other documentation of birth as stated above<sup>5</sup> ;
2. Certification of a Physical/Health Examination<sup>6</sup> (submitted within 30 school days, if not available at the time of registration);
3. proof of residence<sup>7</sup> ; and
4. Florida Certificate of Immunization. (Refer to Immunization Requirements section).

According to [Florida Statute § 1003.01\(12\)](#) and [State Board of Education Rule 6A-6.03411\(1\)\(s\)](#), students who are without a fixed, regular, and adequate nighttime residence, are considered children and youths who are experiencing homelessness. Pursuant to the [McKinney-Vento Homeless Education Assistance Improvements Act of 2001](#) (Section 725) 42 U.S.C.A. § 11432(g)(3)(A)-(C), these children are to be enrolled immediately in the school that meets the best interest of the student. 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 school days of enrollment. Refer to [School Board Policy 5.74](#) entitled *Students Experiencing Homelessness* and [Florida Statute § 1003.21\(1\)\(f\)](#) for procedures relating to the enrollment of these students.

When a student is not living with a biological or adoptive parent, and is registering for a school based on residence and is not experiencing homelessness, a person acting as parent must complete the [Affidavit of Person Acting as Parent \(STCAI/STPAI 1543\)](#). See [School Board Policy 5.011\(8\)](#) for guidelines regarding the use of this form.

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<sup>4</sup> Children and youths who are experiencing homelessness and children who are known to the department, as defined in [Florida Statute § 39.0016](#), shall be given a "temporary exemption" from these statutory requirements for 30 school days. The term "children known to the department" means "children who are found to be dependent or children in shelter care."

<sup>5</sup> If a passport is offered for verification of birth, it may not be duplicated for placement in the cumulative folder.

<sup>6</sup> See [Florida Statute § 1003.22](#), [State Board of Education Rule 6A-6.024](#), and [School Board Policy 5.06\(A\)\(2\)](#), as well as the recommended: [School Entry Health Exam \(DH 3040\)](#). Refer to [Health Requirement](#) section. Footnote 4, addresses temporary exemption criteria.

<sup>7</sup> For a student assigned to a school based on the student's residence under [School Board Policy 5.01\(1\)\(b\)](#), parent(s) must provide proof of residence to show that the student resides within the boundary of the school to which he/she is applying by presenting documentation, as required by [School Board Policies 5.01](#) and [5.011\(5\)](#), such as lease, mortgage, or utility bill. See Florida Certificate of Immunization. (Refer to [Immunization Requirements](#) Section)

A student who is emancipated, as described within [School Board Policy 5.072](#), and provides sufficient documentation to the principal is not required to live in a residence with an adult authority as a condition of admission to school.

The STS [New and Returning Student Registration Form \(STCAI/STPAI 0636\)](#), must be completed by the parent(s), signed, and returned to school at the beginning of each school year or when the student enters the STA. This form is available in English, Spanish, Haitian Creole, and Portuguese.

Additionally, schools must meet the language needs of parent(s) at all relevant stages of the registration process in a timely manner to ensure meaningful access to their students' educational opportunities. Sources of language assistance include; bilingual school staff, Community Language Facilitators, District translators and Language Line Services. Language Line can be accessed by contacting the STA Translators at (561)369-7006. Furthermore, schools with parent(s) needing additional language assistance can contact at: (561) 369-7001.

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Acceptable documents, as well as exceptions to providing proof of residence within [School Board Policies 5.011](#) and [5.74](#). In cases where the family is unable to provide two documents verifying proof of residence, an [Affidavit of Residence \(PBSD 1866\)](#) shall be completed by the parent. Additionally, schools must meet the language needs of parent(s) at all relevant stages of the registration process in a timely manner to ensure meaningful access to their students' educational opportunities.

## STUDENT RESIDENCE ENROLLMENT REQUIREMENTS

Per [School Board Policy 5.011](#), residence and/or address shall mean the home location where the student and a parent (if applicable) are primarily living. Residence does not refer to citizenship or proof of residence that would require a permanent resident card (Green Card) or any immigration documentation. School personnel are strictly prohibited from requesting and/or requiring documentation of the immigration status of students and families. It is the responsibility of the parent(s) to promptly notify the school, in writing, of any change in a student's address.

A student must attend the school in his/her school attendance boundary unless otherwise formally approved for a different school. Students may also choose to attend virtual school in accordance with Florida law.

Examples of times a student is formally approved to attend a different school include:

- acceptance to a choice program;
- McKay Scholarship transfer;
- Individual Education Plan (IEP) or Education Plan (EP) placement; and/or
- voluntary and involuntary reassignment (as authorized by law or another School Board Policy).
- Controlled Open Enrollment (COE)

### **Proof of Address Requirements ([School Board Policy 5.011](#))**

Upon initial enrollment in a school, when a student's school assignment is based on residence, a student or parent must produce two current documents reflecting the correct residential street address, with certain exceptions expressed in the policy. Post office boxes, private mailbox addresses, or commercial establishment addresses are insufficient. Examples of acceptable documents reflecting residential street addresses are as follows:

- home telephone or cellular telephone bill;
- electric bill;
- rent receipt with the name of the tenant and landlord and contact information for all parties;
- lease agreement with the name of the tenant and landlord and contact information for all parties (valid only through the expiration date indicated on the agreement. Upon expiration, parents must present a copy of the renewed or new agreement to the school office);
- mortgage;
- home purchase contract including specific closing date, with copy of the deed to be provided within 30 days of closing date;
- State of Florida driver's license;
- State of Florida identification card;
- automobile insurance policy;
- credit card statement;
- United States Postal Service confirmation of address change;
- evidence of correspondence, including a stamped, addressed, postmarked envelope delivered to the home address; or
- Declaration of Domicile form from the County Records Department.

For additional information regarding student registration refer to [School Board Policy 5.011](#).

## **MAXIMUM AGE LIMIT FOR ENROLLMENT**

A person who is involved in a continuous program of study may be enrolled in a regular high school program through the end of the semester in which he/she reaches 21 years of age. A person is deemed in a continuous program of study even though such program was interrupted by military service, illness, or other extenuating circumstances as deemed by the principal or designee.

A person who has not been enrolled in a continuous program of study and who has attained the age of 20 years of age on or before the opening of the school year shall not be enrolled in any regular high school program. A 19-year-old person who has had a break in enrollment (see exception above), who will reach 20 years of age during the school year, may enroll in a regular high school program and remain enrolled until the end of that school year.

## **Students with Disabilities (SWD) Program**

Students with a disability who began 9<sup>th</sup> grade in the 2013-2014 school year or prior shall be considered to be “in a continuous study program” when that student’s Individualized Education Program (IEP) requires continued services by the School District. If an ESE-eligible student graduates with a Special Diploma, a Certificate of Completion, or a Special Certificate of Completion, and has not reached age 22, the student may, at his/her option, continue to receive a Free Appropriate Public Education (FAPE) through the school year of the student's 22<sup>nd</sup> birthday, or until he/she earns a Standard Diploma, whichever comes first. Graduation with a Standard Diploma, regardless of age, constitutes cessation of FAPE and a change in placement, requiring written prior notice. Students with disabilities continue to be eligible for FAPE through the end of the school year in which the student turns age 22 if they have not earned a Standard Diploma, even if they have earned a General Education Development (GED) credential. A student with a disability, who has met requirements for a standard diploma and whose IEP requires special education, transition planning, transition services or related services through the age of 21 may defer receipt of their standard diploma. Parents and students must be notified in writing by January 30<sup>th</sup> of the year in which the student is expected to meet all graduation requirements. Parent or student over the age of 18 for whom rights have transferred must respond to accept graduation or defer, by district deadline. In addition, once a student defers, he/she must be enrolled in accelerated college credit instruction, industry certification courses that lead to college credit, a collegiate high school program, courses necessary to satisfy the Scholar Diploma Designation requirements or a structured work-study, internship or pre-apprenticeship program in order to continue to receive FAPE ([State Board of Education Rule 6A-1.09963\(6\)](#), F.A.C. and [Florida Statute § 1003.4282\(11\)\(c\)](#)) [[Title 34, Code of Federal Regulations \(CFR\) Section, 300.102\(a\)\(3\)](#) and [State Board of Education Rule 6A-6.03028](#)]

## **Students who Qualify for ESOL**

Students who qualify for ESOL services may be enrolled in a regular high school program through the end of the semester in which he/she reaches 21 years of age, regardless of previously interrupted schooling. ELL students may not be withdrawn solely due to lack of credits.

## **Students who Attain Age 16**

Students who attain age 16 during the school year are not subject to compulsory school attendance beyond the date that they attain 16 years of age if the student files a formal declaration of intent. Refer to [Student Exit Interview](#) (Florida Department of Education [STACAI/STPAI 1055](#)). At the bottom of



the form, “Intent to Terminate” must be checked and the form must be signed by the student in order to terminate school enrollment with the School District. The STA must notify the student’s parent(s) of receipt of the student’s intent to terminate school enrollment. The student’s school counselor or other school personnel must conduct an exit interview with the student to determine the reasons for the student’s decision to terminate school enrollment and the actions that could be taken to keep the student in school. The student must be informed of opportunities to continue his/her education in a different environment, including but not limited to, Adult Education and high school equivalency examination preparation.

## HEALTH REQUIREMENTS

### Physical Examination and Immunization Requirements

All 7<sup>th</sup> grade, and new students seeking entrance into a public school in Palm Beach County must meet the requirements of [School Board Policy 5.06](#) and [Florida Statute § 1003.22](#) and present, at the time of entry, a valid [Florida Certificate of Immunization Form \(DH 680\)](#) and a valid health examination preferably documented on State of Florida [School Entry Health Exam Form \(DH 3040\)](#) performed within one year prior to enrollment. A student who does not have a completed School Entry Health Exam has thirty days from the date of enrollment to obtain the Health Entry Exam. [[State Board of Education Rule 6A-1.0985](#)]

In accordance with [State Board of Education Rule 6A-1.0985](#) and [Fla. Admin. Code 64D-3.046](#), students will not be admitted into class without proof of immunization with the physician’s signature and office stamp, absent a lawful exception. For students who transfer into a new county, an authorized official may issue a temporary exemption for a period not to exceed 30 days for the following situations:

- a. Students transferring intrastate: A child who transfers into a new county to attend class.
- b. A homeless child: A Homeless child, as defined in [Florida Statute §1003.01](#).
- c. Juvenile justice: A child who enters the juvenile justice system.
- d. Military children: A military child as defined in the [Interstate Compact on Educational Opportunity for Military Children](#).

### 2019-2020 EXPLANATION OF PHYSICAL EXAMINATION REQUIREMENTS

| STUDENTS  | PHYSICAL EXAMINATION  |
|---|---|
| All STA students  | School Health Entry Exam preferably on Form DH 3040* required for pre-K, Kindergarten, and 7th grade  |
| All transfer students within the STA and other counties within the State of Florida (including private schools) | Review of School Health Entry Exam preferably on Form DH 3040* (original or copy) for at least Kindergarten and/or 7th grade documentation  |
| All transfer students from another state or country   | School Health Entry Exam Form preferably on DH 3040* (original or copy) required for all grades. Physicals presented on forms from another state are acceptable, if they include all components covered on Form DH 3040* and have the physician’s signature and office stamp. Physicals must have been performed within one year of enrollment, unless exemption is based on a written request for religious reasons. |

[\\*Form DH 3040 -State of Florida School Entry Health Exam Form](#)

## Required Immunization Form

[The Florida Certification of Immunization Form \(DH 680\)](#) is available from either private physicians or the Florida Department of Health. The form includes sections for temporary and permanent medical exemptions based on medical reasons. For example, all medical exemptions must be signed by a physician (M.D. or D.O.), *Temporary Medical Exemptions* must have an expiration date, and *Permanent Medical Exemptions* must specify which vaccine the student is exempt from and the valid clinical reason for exemption.

The following DOH form **must** be completed, as applicable:  
Immunization Form DH 680 or Florida SHOTS printed DH 680

[The Certificate of Religious Exemption \(DH 681\)](#) is available only through the Florida Department of Health. Only an original DH 681, generated by The Florida SHOTS Program for the Health Department, will be accepted at school sites. According to the [Florida Department of Health Immunization Program](#) and [Department of Health Rule 64D-3.046](#), the required immunizations and dosages for elementary, middle, and high school students are as follows:

**NOTE:** Homeless students and students entering a juvenile justice program without immunization and physical exam documentation must be enrolled and receive a 30 school-day exemption. Follow-up with these students on temporary exemptions is required prior to the expiration of the exemption.

### High School/Grades 9-12 Immunization Requirements

| Immunization        | Grade 9 | Grade 10 | Grade 11 | Grade 12 |
|---------------------|---------|----------|----------|----------|
| DTaP/DT Series      | X       | X        | X        | X        |
| Tdap Booster        | X       | X        | X        | X        |
| Polio Series        | X       | X        | X        | X        |
| MMR (2 doses)       | X       | X        | X        | X        |
| Hepatitis B Series  | X       | X        | X        | X        |
| Varicella (1 dose)  |         | X        | X        | X        |
| Varicella (2 doses) | X       |          |          |          |

Source: <http://www.floridahealth.gov/healthy-people-and-families/childrens-health/school-health/enrollment.html>

## English Language Learners (ELLs) Entry Requirements

For an ELL, administration of the FLKRS-Star Early Literacy should be conducted as close as possible to the conclusion of the 30-day administration period and after the English language proficiency test has been administered. A student identified, as ELL should be screened, unless the student has arrived in the United States in the last 30 days and is a beginning level speaker according to the English Language Development Continuum (ELDC).

## Students with Disabilities (SWD) Entry Requirements

A SWD, who is entering Kindergarten and has a current Individual Education Plan (IEP) or a gifted student who has an Educational Plan (EP), as well as evaluation data necessary to determine that the student meets Florida's eligibility criteria for special programs, will be placed immediately in the appropriate educational program(s) without temporary assignment. The receiving school must review the current IEP/EP and may revise the document as necessary, following appropriate procedures. The IEP Team will determine whether the FLKRS-Star Early Literacy is appropriate for Kindergarten students with disabilities.

## PLACEMENT OF TRANSFER STUDENTS

The following section addresses procedures relating to the acceptance of transfer work and credit for students, as specified in [Florida Statute § 1003.25](#).

Enrollment and placement of children of active duty military families is under the guidelines of the [Interstate Compact on Educational Opportunity for Military Children](#).

### Transfer of Students (9-12) from Home Education

Pursuant to [School Board Policy 8.14\(12\)](#), if a Home Education student enrolls full-time in a public school within the District, grade placement and transferable credits shall be determined by the school administrator(s). The student's home education curriculum, portfolio, and annual evaluations may be reviewed at the school prior to placement or credit decisions. Annual evaluations shall consist of the following:

- a. An evaluation of the student's progress by a Florida certified teacher chosen by the parent based on a review of the portfolio and discussion with the student. Such teacher shall hold a valid Florida regular certificate to teach academic subjects at the elementary or secondary level.
- b. Any nationally-normed student achievement test that is administered by a Florida certified teacher.
- c. A state student assessment test administered by a Florida certified teacher, at a location (e.g., zoned public school) and under testing conditions approved by the test publisher. The STA Schools all provide the test materials, monitor site and test results.
- d. An evaluation by a psychologist holding a valid active license pursuant to Fla. Stat. 490.003(7) or (8).
- e. An evaluation with another other valid measurement tool as mutually agreed upon the by the Home Education Office and the parent or guardian. One acceptable method to STA is providing an official transcript from an accredited correspondence/distance learning institution.

If a new student coming in from home education with official documentation stating that he/she has successfully completed Grade 3 and was promoted to Grade 4, the school can honor that promotion. If there is no data or documentation of successful completion of Grade 3, the school can administer a State approved alternative assessment to determine placement.

Pursuant to Florida Statute § 1002.41(1)(b) The school district school superintendent may not assign a grade level to the home education student or include a social security number or any other personal information of the student unless the student chooses to participate in a school district program or service.

## HIGH SCHOOL (9-12) TRANSFER STUDENTS

A student who transfers to a STA public school must submit an official transcript. Students who have earned a standard diploma or its equivalent may not enroll in K-12 education in SDPBC, unless they are a student with a disability who has deferred their standard diploma.

Grades earned and offered for acceptance shall be accepted at face value subject to validation, if required by the receiving school's accreditation. (More information on validation, including Cognia™ Accredited Agencies, is located at <https://www.cognia.org/>.) In accordance with [State Board of Education Rule 6A-1.09941](#), if the student does not possess an official transcript or is a Home Education student, successful completion of courses shall be validated through performance during the first grading period the student is enrolled.

In accordance with [Florida Statute § 1003.4282\(7\)](#), transfer students must pass the Algebra 1 EOC as a graduation requirement, unless the student earns a comparative score as established in [State Board of Education Rule 6A-1.09422](#) or submits proof of an approved Algebra 1 EOC passing score or approved statewide mathematics assessment from another state. If a transfer student's transcript shows a final course grade and course credit in Algebra I, Geometry, Biology I, or United States History, the transferring course final grade and credit shall be honored without the student taking the requisite statewide, standardized EOC assessment and without the assessment results constituting 30 percent of the student's final course grade.

### Validation of Transfer Credits/Grades for High School (9-12)

The principal shall validate transfer credit(s) or grades, which shall be based on performance during the first grading period the student is enrolled if:

- validation of the official transcript is deemed necessary under the Cognia™ policy;
- the student does not possess an official transcript; and/or
- the student is a Home Education student without an official transcript from an educational institution or program.

### High School Validation Process for High School (9-12)

As stated in [State Board of Education Rule 6A-1.09941](#), validation of credits shall be based on performance in courses at the receiving school. A student transferring into a school shall be placed in the appropriate sequential course(s) and must have a minimum Grade Point Average (GPA) of 2.0 being validated at the end of the first grading period the student is enrolled. Students who do not meet this requirement shall have credits validated using the Alternative Validation Procedure, as outlined in the next subsection of this Plan.

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

### Alternative Validation Procedure for High School (9-12)

As stated in [State Board of Education Rule 6A-1.09941](#), if validation based on performance as described

above is not satisfactory, or when it is not applicable because there is no sequential course, then any **one** of the following alternatives shall be used for validation purposes as determined by the teacher, principal, and parent(s):

1. portfolio evaluation by the Superintendent/designee;
2. written recommendation by a Florida certified teacher selected by the parent(s) and approved by the principal;
3. satisfactory performance in courses taken through Dual Enrollment or at other public or private accredited schools;
4. satisfactory proficiencies on nationally-normed standardized subject area assessments;
5. satisfactory proficiencies on a Florida Standards Assessment (FSA); or
6. written review of the criteria utilized for a given subject provided by the former school.

Students should be provided at least 90 calendar days from date of transfer to prepare for nationally-normed standardized subject area assessments, statewide standardized, or EOC Assessment outlined above, if required.

The student's custodial parent(s) may appeal the placement decision to the STA Superintendent/designee within 14 calendar days of the principal's decision.

### **Transfer Students Placement for Graduation**

Students transferring in from outside of the STA will be placed on a schedule to graduate with their cohort, based on the number of credits needed to graduate.

During the **first semester** of school, placement will be based on the following credits:

| <b>CREDITS NEEDED FOR GRADUATION</b> | <b>GRADE PLACEMENT</b> |
|--------------------------------------|------------------------|
| 20 or more                           | 9th Grade              |
| 14.5 to 19.5                         | 10th Grade             |
| 7.5 to 14                            | 11th Grade             |
| 7.0 or less                          | 12th Grade             |

During the **second semester** of school, placement will be based on the following credits:

| <b>CREDITS NEEDED FOR GRADUATION</b> | <b>GRADE PLACEMENT</b> |
|--------------------------------------|------------------------|
| 18 or more                           | 9th Grade              |
| 11 to 17.5                           | 10th Grade             |
| 4.0 to 10.5                          | 11th Grade             |
| 3.5 or less                          | 12th Grade             |

## ENGLISH LANGUAGE LEARNER (ELL) TRANSFER STUDENTS

In accordance with [State Board of Education Rule 6A-6.0905](#), the [STA Plan for Services to English Language Learners](#) is available at <https://www.palmbeachschools.org/multicultural/wp-content/uploads/sites/70/2016/04/ApprovedDistrictELLPlan2014-2016.pdf>). During registration, the initial date a student first entered a school in the United States, Date Entered United States School (DEUSS), is collected. An ELL is identified and assessed to determine eligibility for services, in accordance with [State Board of Education Rule 6A-6.0902\(1\)\(2\)](#). The English for Speakers of Other Languages (ESOL) coordinator/contact person and the school counselor/administrator shall review the educational background of the transferring student to determine appropriate grade level, subject, and ESOL Program placement. [[State Board Education Rule 6A-6.0902\(3\)\(b\)](#)]

Parental input regarding educational background should be taken into consideration especially when transcripts, records, or report cards are not readily available. This information is documented on the [English Language Learners Programmatic Assessment and Academic Placement Review \(STCAI/STPAI 1764\)](#) and filed in the ELL folder. Community Language Facilitators assist the students and their families when necessary, to ensure proper program/course placement.

A student who is age appropriate for high school must be placed in at least the 9<sup>th</sup> grade. High school placement procedures can be found in Section 5 of the [STA ESOL Procedures Manual](#). ELLs are scheduled into classes that fulfill graduation requirements and the District's Student Progression Plan, as well as granted credit for completed academic coursework, regardless of the language in which the coursework was completed.

Refer to the [age-appropriate placement chart](#) for guidance when determining 6-12 grade-level placement.

An ELL Committee meeting, in which the student's parent/guardian has been invited to participate, must be conducted under the following circumstances: a student's placement is not age appropriate; or there is a lack of information about prior schooling (no transcript or report card); or prior schooling does not meet grade level requirements. An administrator must participate in the ELL Committee and grade placement process. In accordance with [State Board of Education Rule 6A-6.0902\(3\)\(d\)](#), parent(s) have the right to choose the ESOL Instructional Model (sheltered, support, or if available, dual language) in which the child is served.

Reevaluation of ELL student placement can be made at the request of any member of the ELL committee. Due diligence should be taken to make placement decisions in the best interest of the student [[Code of Ethics of the Education Profession in Florida 6A-10.080\(2\)](#)].

For unique circumstances, parent/guardians, and school staff may consult the Welcome Center at 3300 Forest Hill Boulevard, Ibis E-4, West Palm Beach, FL 33406 or (561) 434-8065.

## STUDENTS WITH DISABILITIES (SWD)

The [State Board of Education Rules 6A-6.0331](#), [6A-6.0361](#), [School Board Policy 5.725](#), and the STA's [Exceptional Student Education Policies and Procedures \(SP&P\)](#), address the requirements for Individual Educational Plans (IEPs) or Educational Plans (EPs), as well as the requirements for students who transfer to the STA within Florida and students who transfer from outside of Florida.

### Students with Disabilities

If a SWD, who had an IEP in a previous Florida school district, transfers to the STA System and enrolls in school, the STA, in consultation with the parent(s), will provide a Free Appropriate Public Education (FAPE) to the student, which includes services comparable to those described in the child's IEP/EP from the previous Florida school district, until the STA does either of the following:

- adopts the child's IEP/EP from the previous school district; or
- develops, adopts, and implements a new IEP/EP that meets the applicable requirements of [State Board of Education Rule 6A-6.03028](#) or [6A-6.03019\(1\)](#).

### Students with Disabilities (SWD) who Transfer from Outside Florida

If a SWD, who had an IEP that was in effect in a previous STA in another state, transfers and enrolls in a STA school within the same school year, the STA, in consultation with the parent(s), will provide a FAPE to the student, which includes services comparable to those described in the child's IEP from the previous District, until the STA does both of the following:

- conducts an initial evaluation in accordance with [State Board of Education Rule 6A-6.0331](#) (if determined to be necessary by the STA); and
- develops, adopts, and implements a new IEP/EP, if appropriate, that meets the applicable requirements of State Board of Education Rules 6A-6.03011 through 6A-6.0361<sup>8</sup>.

### Students who Transfer with Section 504 Accommodation Plans

A transferring student with an active Section 504 Accommodation Plan is a student who was previously enrolled in any other school or agency with an active Section 504 Accommodation Plan, and who is enrolling in a Florida school district. Upon notification that a transferring student has an active Section 504 Accommodation Plan, the receiving school must review and revise, as necessary, the existing active Plan and supporting documentation. Until that review is complete, the receiving school must implement the student's current Section 504 Accommodation Plan to the maximum extent reasonable in the current placement. If, following the receiving school's review, it is determined that the Section 504 Accommodation Plan is not appropriate; the school must evaluate the student consistently with Section 504 procedures, and develop and implement an appropriate Section 504 Accommodation Plan.

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<sup>8</sup> State Board of Education Rules are located at: <https://www.flrules.org/default.asp>.



## ATTENDANCE AND ABSENTEEISM

In accordance with [Florida Statute § 1003.24](#) and [School Board Policy 5.09](#), school attendance is the direct responsibility of the parent(s) and child(ren). Each parent of a child within the compulsory attendance age is responsible for the child's school attendance as required by law/ Except as provided in [Florida Statute § 1003.24](#) and [State Board of Education Rule 6A-1.09513](#), all students are expected to attend school regularly, to be on time for classes in order to benefit from the instructional program, and to develop habits of punctuality, self-discipline, and responsibility. For detailed information regarding attendance requirements refer to [Florida Statute § 1003.21](#) and [School Board Policy 5.09](#).

### ATTENDANCE POLICIES AND PROCEDURES

#### General Attendance Policies and Procedures

The [STA Student and Family Handbook](#) outlines the attendance procedures. All school procedures conform to the following District-wide procedures.

- Parents are responsible for notifying the school when a child will be absent and for informing the school of the reason for the absence.
- Parents are expected to notify the school when their child is absent and inform the school of the reason for the absence within 24 hours by a written note. A verbal communication from the parent for the reason of the absence would also be acceptable.
- School officials may require medical verification of absences. It is the responsibility of the student to make-up work missed because of absences.

#### High School Attendance Policies and Procedures

Students who are absent from a class more than 10 percent of a semester must pass at least one four and a half-week marking period and the semester exam in order to demonstrate their knowledge of the subject and to receive credit.

If a student is absent more than 10 percent of the **entire school year** in an EOC Assessment course, the student **must** earn a passing grade in the last Blocked Quarter or earn a Level 3, 4, or 5 on the corresponding EOC, in order to pass the course.

NOTE: Parent(s) are to be notified by telephone or by mail when lack of attendance endangers the student's grades.

### LATE ARRIVALS/TARDINESS POLICIES AND PROCEDURES

Students reporting late to school/class when the day/class period begins are considered tardy. Excessive tardiness shall be addressed on a case-by-case basis to determine if there is a pattern of non-attendance. Unless excused under the provisions of this policy, accumulated tardiness will be recorded as unexcused absences consistent with [Florida Statute § 1003.02\(1\)\(b\)](#) and [School Board Policy 5.09](#).

When a **secondary student** (Grades 9-12) misses 50 percent or more of the identified instructional class period due to late arrival, tardiness, or early dismissal, the student shall be considered absent.



According to [School Board Policy 5.09\(3\)\(a\)](#), *absence* means not being actually present when attendance is checked, unless the student arrives within time to be marked “tardy” instead of absent. 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 part of the school-approved instructional program.

## **ABSENCE POLICIES AND PROCEDURES**

### **Excused Absences**

Per [School Board Policy 5.09](#), the following situations/reasons qualify as excused absences:

- student illness (if a student is continually sick and repeatedly absent from school, he/she must be under the supervision of a physician in order to receive an excuse from attendance);
- medical appointment;
- death in the family;
- observance of a religious holiday or service (that is recognized as such by all members of the faith per [School Board Policy 5.095](#));
- subpoena by a law enforcement agency or mandatory court appearance;
- suspension<sup>9</sup> (in-school and out-of-school);
- field trips which are authorized by the principal; and/or
- other individual student absences beyond the control of the parent or student (as determined and approved by the principal/designee). [\[School Board Policy 5.09\(3\)\(a\)\(vi\)\]](#)

### **Unexcused Absences**

An unexcused absence is any absence that does not fall into one of the above excused absence categories. [School Board Policy 5.09](#) mandates that each school in the STA determine if an absence or tardiness is excused or unexcused according to the criteria established by the School Board within this Policy.

### **Make-Up Work**

In accordance with [School Board Policy 5.09](#), for excused and unexcused absences, including suspensions, the student will be afforded the opportunity to make-up work without academic penalty. For In-School Suspensions (ISS), students will receive assignments daily. For Out-of-School Suspensions (OSS), students will receive assignments in a timely manner.

- For excused or unexcused absences, the number of days allowed to make-up work shall be the same as the number of days the student was absent. It is the student’s responsibility to contact his or her teacher(s) about the make-up assignments and to complete all make-up work in a **timely manner**.
- For ISS and OSS, all work/assignments are due on the day of return from the suspension. Students must be provided the work/assignments in a **timely manner**.

### **Students with Section 504 Accommodation Plan Absence Policy**

When a student with an active 504 Accommodation Plan has excessive absences, the student must demonstrate mastery. In each case, the Multi-Disciplinary Team must meet to determine if the absences are caused by the disability of record. If the Multi-Disciplinary Team determines that the absences are caused by the student’s disability, the student’s placement must be reevaluated for appropriateness.

The Section 504 Accommodation Plan must address any additional accommodations, strategies, and/or interventions needed to ensure that the student has an equal opportunity to demonstrate course mastery.

### **Exceptional Student Education (ESE) Absence Policy**

In the case of an ESE-eligible student with excessive absences, an IEP Team meeting must be conducted to determine whether or not the absences are related to the student's disability. Attendance data shall be reviewed and used as one indicator of a student's access to instruction/ Refer to [State Board of Education Rule 6A-6.0331\(1\)\(c\)](#), [School Board Policy 5.725](#), and its referenced [Exceptional Student Education Policies and Procedures \(SP&P\)](#).

If the IEP Team determines that the excessive absences are related to the student's disability, the IEP Team must take appropriate action, which may include waiver of the attendance guidelines in determining grades, as well as a change of placement. To the maximum extent possible, the student will be educated in the least restrictive environment.

If the IEP Team determines that the student's excessive absences are not related to the student's disability, the student is treated the same as a General Education student.

### **Hospital/Homebound Services**

If a student is confined to home or a hospital, but is able to participate in and benefit from an instructional program, the student may be eligible for a Hospital/Homebound Program. Complete information regarding the criteria for a Hospital/Homebound Program can be found in [State Board of Education Rule 6A-6.03020](#) and is available in [School Board Policy 5.725](#); [Exceptional Student Education Policies and Procedures \(SP&P\)](#); and [State Board of Education Rule 6A-6.03411](#). Additional information is provided by the Department of Exceptional Student Education at: <https://www.palmbeachschools.org/ease/hh/>.

**NOTE:** In accordance with [Florida Statute § 1003.33\(2\)](#), a student's attendance record may not be used in whole or in part to provide an exemption from any academic performance requirements.

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<sup>9</sup> Suspension, in-school and out-of-school, is the temporary removal of the student from his or her regular school program or all classes of instruction on public school grounds and all other school-sponsored activities, except as authorized by the Principal or designee, as defined by [Florida Statute § 1003.01\(5\)\(a\)&\(b\)](#), and provided for in the [Student Code of Conduct](#), [School Board Policy 5.1812](#), or [School Board Policy 5.1813](#).

## STUDENT WITHDRAWALS

### HIGH SCHOOL (9-12) PROCEDURES

#### Withdrawal Prior to the Last Week of the Semester

Except as stated above as provided by [Florida Statute § 1003.4295\(3\)](#), students who leave school prior to the last week of any semester will not be granted credit unless they enroll in another school and complete the course requirements including examinations, if applicable. Principals are authorized to make arrangements for the administration of any teSTA, as appropriate.

#### Withdrawal During the Last Week of the Semester

A student who leaves before the close of the school term shall receive grades on the report card covering the periods in attendance. A student will not meet promotion requirements unless he/she enrolls in another school to complete the academic year. Students who leave school during the last week of any semester must show evidence that the withdrawal is mandatory, and the student must successfully complete any necessary examinations, as appropriate, in order to receive course credit. Principals are authorized to make arrangements for the administration of examinations, as appropriate.

Principals may determine that the requirements for early withdrawal are not required when unusual/extenuating circumstances preclude full compliance by the student. Student withdrawal must be approved by the school principal. Final grades must be manually entered. Semester credit will not be awarded for any EOC courses.

### HOME EDUCATION ENROLLMENT PROCEDURES

#### Withdrawal for Enrollment in Home Education Program

To withdraw a student for enrollment in a Home Education Program, the parent(s) must initiate the withdrawal process at the school and notify the STA Superintendent/designee in writing, of the intent to establish a Home Education Program for the student. The parent shall submit the Notice of Intent to the Home Education Office within 30 days of the establishment of the Home Education Program. Refer to the School District's [Home Education Website](#) to complete this form. Parent(s) can also obtain assistance by emailing [homeed@palmbeachschools.org](mailto:homeed@palmbeachschools.org) or phone (561) 434-8052. [[Florida Statute § 1002.41](#) & [School Board Policy 8.14\(3\)\(4\)\(5\)](#)]

Home Education correspondence can be emailed, faxed, or mailed to:

School District of Palm Beach County  
Home Education Office  
3308 Forest Hill Boulevard, Suite C-124 West Palm  
Beach, FL 33406-5813  
[homeed@palmbeachschools.org](mailto:homeed@palmbeachschools.org)  
Fax: (561) 434-8447

## CURRICULUM

The STA Curriculum Guidelines incorporates the performance standards as defined by the Florida Department of Education (FLDOE) Florida Standards (for English Language Arts and Mathematics), Next Generation Sunshine State Standards (NGSSS), Florida Standards Access Points for students with significant cognitive disabilities, or Academically Challenging Curriculum to Enhance Learning (ACCEL) options, as applicable. FLDOE course descriptions can be accessed through CPALMS at:

<http://www.cpalms.org/Public/>. [State Board of Education Rule 6A1.09401]

### HIGH SCHOOL (9-12) CURRICULUM

The curriculum includes standards for the following content areas:

- Arts Education
- Career Education
- English Language Arts
- Mathematics
- Physical Education
- Science
- Social Studies
- World Languages

In addition, course descriptions or frameworks are provided for each high school course. These course descriptions meet the requirements of [State Board of Education Rules 6A-1.09412](#). District-adopted textbooks and/or instructional materials are provided for all high schools. High school credit is not awarded for any course not supported by a curriculum description/framework provided by the School District/FLDOE.

High schools offer a wide range of courses in all disciplines. Courses are provided to meet the needs of all students. The STA Academy shall provide all courses required for high school graduation and appropriate instruction designed to ensure that students meet the State Board of Education adopted standards in the following subject areas: reading and other language arts, mathematics, science, social studies, world languages, health and physical education, and the arts. [[Florida Statute § 1003.42\(1\)](#)]

High school courses may be semester or quarter. With the exception of certain Dual Enrollment college courses and all courses with EOC Assessments, 0.5 credit is awarded for passing a quarter in each course. No credit is awarded solely on the basis of participation in extracurricular activities.

### English for Speakers of Other Languages (ESOL)

In accordance with [State Board of Education Rules 6A-6.0902](#), [6A-6.0903](#), [6A-6.0904](#); [6A6.0908](#), students who are identified as English Language Learners (ELLs) must be given equal access to the general curriculum, as defined by the STA Curriculum Guidelines. The General Education standards and benchmarks should be the basis of their curriculum. ELLs are placed in courses based on need and eligibility, regardless of their English language proficiency. The student's Individual ELL Plan documents the instructional strategies required, ensuring the student an equal opportunity to master the General Education curriculum. For full explanation of services and models, refer to the School District of Palm Beach County's ESOL Procedures Manual (Section 2).

Refer to [State Board of Education Rule 6A-6.09022](#) for more information on the extension of services for ELLs, [State Board of Education Rule 6A-6.0903\(2\)](#) for the requirements for exiting ELLs from ESOL Programs, and [State Board of Education Rule 6A-6.09031](#) for post reclassification of ELLs.

### Exceptional Student Education (ESE)

Pursuant to [School Board Policy 5.725](#) and [State Board of Education Rule 6A-6.03028](#), Individual Education Plans (IEPs) for students with disabilities enrolled in an Exceptional Student Education (ESE) Program must specify the specially designed instruction and related services that are necessary to meet each student's unique needs/ Refer to [School Board Policy 5.725](#), the [Exceptional Student Education Policies and Procedures \(SP&P\)](#) and [Florida Statutes §§ 1003.57](#), [1003.571](#), and [1003.5715](#).

All students must be given access to the general curriculum, as is appropriate, in relation to their unique needs and abilities and as delineated on each student's IEP. For the majority of these students, the General Education standards should be the basis of their curriculum. For some students, modified standards and/or benchmarks may be more appropriate. The Language Arts Florida Standards (LAFS) and Mathematics Florida Standards (MAFS) include Access Points for students with significant cognitive disabilities. The Next Generation Sunshine State Standards (NGSSS) include Access Points in the content area of science and social studies. These Access Points are expectations for students with significant cognitive disabilities to access the General Education curriculum. Access Points reflect the core intent of the standards with reduced levels of complexity. (Refer to [State Board of Education Rule 6A-1.09414](#) for course descriptions).

As appropriate, the IEP must enable the parent(s) and student to be involved in determining how the student will be involved/progress in the General Education curriculum, and how the student will participate in appropriate activities. The IEP shall also address how each of the student's other educational needs (that result from the student's disability) will be met/ [[State Board of Education Rule 6A-6.03028\(3\)\(h\)2](#)]

The IEP may specify whether accommodations<sup>10</sup>/modifications<sup>11</sup> are necessary in the areas of curriculum, instruction, and assessment provided that the accommodations/modifications do not include modifications to the curriculum descriptions/frameworks or student performance standards. The IEP must be implemented as drafted by the IEP Team. The IEP must contain an explanation of the extent, if any, to which the student will not participate with non-disabled students in the General Education class. [[State Board of Education Rule 6A-6.03028\(3\)\(h\)2](#)] In compliance with the least restrictive environment mandate, a student with a disability may be removed from the General Education environment, only if the nature and/or severity of the disability are such that education in General Education classes, with the use of supplementary aids and services cannot be achieved satisfactorily.

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<sup>10</sup> Accommodations are changes that can be made to the way students learn and how they are tested. They describe changes in format, response, setting, timing, or scheduling that do not alter the curriculum or test in any significant way. Accommodations include changes made to the environment and/or teacher behavior, which supports a student's learning, such as teaching methods and materials, classroom assignments and teSTA, learning environment, strategies, time demands, and schedules.

<sup>11</sup> Modifications to basic courses shall not include modifications to the curriculum frameworks or student performance standards. Modifications to basic or vocational courses may include: increased or decreased instructional time; varied use of methodology; special communications systems (which may be used by the teacher or the student); classroom or district test administration procedures; and other evaluation procedures (which may be modified, as specified in [State Board of Education](#)

To ensure quality planning for a successful transition of a student with a disability to postsecondary education and career opportunities, an IEP Team shall begin the process of, and develop an IEP for, identifying the need for transition services before the student with a disability attains the age of 14 years in order for the postsecondary goals and career goals to be identified and in place when the student attains the age of 16 years. This process must include, but is not limited to: consideration of the student's need for instruction in the area of self-determination and self-advocacy to assist the student's active and effective participation in an IEP meeting and preparation for the student to graduate from high school with a Standard High School Diploma pursuant to [Florida State Statute § 1003.4282](#) with a Scholar Designation unless the parent chooses a Merit Designation.

Public school students with disabilities must be provided the opportunity to meet the graduation requirements for a Standard High School Diploma as set forth in [Florida Statute § 1003.4282](#) in accordance with the provisions of [Florida Statutes §§ 1003.57](#) and [1008.22](#). Certain public school students with disabilities may be awarded a Special Diploma upon high school graduation.

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

#### **Section 504 Accommodation Plans**

A student is eligible for accommodations, under Section 504 of the Rehabilitation Act of 1973, if the student is determined to have a physical or mental impairment that substantially limits one or more major life activity of such student. In addition, a student with either a record of impairment, or who is regarded as having impairment, is protected from discrimination under both Section 504 and the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act of 2008, effective January 1, 2009.

A student meets the requirement of being regarded as having impairment by establishing that the student has been subjected to a prohibited act because of an actual or perceived physical or mental impairment, whether or not the impairment limits or is perceived to limit a major life activity/ This provision shall not apply to a student's impairments that are transitory and minor. A transitory impairment has an actual or expected duration of six months or less.

A Multi-Disciplinary Team must meet as necessary to determine if an otherwise qualified student's mental and/or physical impairment substantially limits one or more of the student's major life activities.

Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. Major life activities also include the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

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[Rule 6A-1.0943](#) to accommodate the student's disability. (See [State Board of Education Rule 6A-6.0312](#), for course modifications for Exceptional Students).

An episodic or in remission impairment is a disability if it would substantially limit a major life activity when active. Impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability.

The determination of whether the impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures such as:

- medication, medical supplies, equipment or appliances, low-vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies;
- use of assistive technology;
- reasonable accommodations or auxiliary aids or services; or
- learned behavioral or adaptive neurological modifications.

However, the ameliorative effects of the mitigating measures of ordinary eyeglasses or contact lenses shall be considered in determining whether the impairment substantially limits a major life activity.

To ensure compliance for all school decisions made under Section 504 and ADA, two components are necessary. First, the parent(s) must always be notified of any meeting scheduled to determine eligibility or subsequent meetings to make changes to the Section 504 Accommodation Plan. Secondly, the student's Multi-Disciplinary Team must make service, accommodation, and placement decisions. A Section 504 Accommodation Plan cannot be changed without proper parental notice and a Multi-Disciplinary Team Meeting. The individual student's Section 504 Accommodation Plan documents the accommodations and/or modifications that are required to ensure that the student has an equal opportunity to access the General Education curriculum. [[Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104](#)]

### **Educational Alternatives/Department of Juvenile Justice/Youth Services**

In accordance with [Florida Statutes §§ 1003.51, 1003.52, 1003.53, 1003.54](#), and State Board of Education Rules 6A-6.052 through 6A-6.0529212, the SDPBC provides special assistance and programs to those students identified as at-risk of dropping out of middle and high school.

The academic program for a Dropout Prevention (DOP)/ Educational Alternatives (EA)/Department of Juvenile Justice (DJJ)/Youth Services student may differ from traditional education programs and schools in scheduling, administrative structure, philosophy, curriculum and/or setting. Various programs and support activities are available in EA/DJJ/Youth Services schools throughout the SDPBC. In order to meet the needs, interests, and talents of eligible students, the programs employ alternative teaching methodologies, curricula, learning activities, or diagnostic and assessment procedures. All students who exhibit the characteristics of potential dropouts are eligible for these programs. Students, who are over age for their grade placement, have failing grades, low achievement test scores, high absenteeism, or demonstrate other at-risk factors, may be considered eligible. Refer to [School Board Policy 8.13](#) and the referenced [Dropout Prevention/Educational](#)



Students identified as English Language Learners (ELLs) and/or eligible for Exceptional Student Education (ESE) services, who meet the eligibility criteria for Educational Alternatives/Dropout Prevention, may be considered for placement.

A high school student identified as at-risk may be eligible for accelerated credit opportunities if the student is enrolled in an:

1. Educational Alternatives (Dropout Prevention) Performance-Based (Competency-Based) Program that allows for shortened instructional time and awards credits for the mastery of 70 percent of the course performance standards; or
2. approved Educational Alternatives (Dropout Prevention) course modification program designed for time variation (shortened or lengthened time for in-class instruction), alternative methods of assessments of student performance, or integration of course performance standards into interdisciplinary units of study.

When courses are modified to incorporate a range of performance standards, students may be awarded credits for mastery of performance standards.

Teacher observation, classroom assignments, examinations, and alternative assessment methods are considered appropriate for assessing student mastery of the course performance standards for both middle and high school students.

## **SPECIAL PROGRAMS FOR HIGH SCHOOL**

### **Career and Technical Education (CTE)**

Students at STA will participate in Career & Technical Education Programs. Recent legislation and rule revisions have substantially changed many of these programs and have mandated placement and productivity standards as conditions for continued funding. [[Florida Statutes §§ 1003.491 & 1003.492](#); and [State Board of Education Rule 6A-6.0573](#)]

It is essential that parents, students, teachers, school counselors, and administrators be aware that individual CTE courses do not stand alone, but are part of a planned program of study leading to college and career readiness and industry certifications, where applicable. Not all CTE programs or academies are offered at all high schools. Students should take advantage of available career planning activities within their schools when selecting CTE programs of study.

To better prepare our students to be college and career ready, the Department of Choice and Career Options has developed a solid [Career Pathway System](#). This System includes rigorous Programs of Study to provide students with academic preparation, guidance, and career-related knowledge to help them prepare for their future career goals. Each program of study includes college credit earning opportunities through AP, Dual Enrollment, Gold Standard Statewide Articulation Agreements via industry certifications, as well as Articulation Agreements with local post-secondary institutions.

At the core of each Program of Study is a common set of foundational knowledge and skills, which



include the following:

- communication;
- creativity and innovation;
- critical thinking and problem solving;
- global, social, and cultural awareness; and
- intellectual curiosity.

### **Core Credit for Career and Technical Education (CTE)**

A student who completes selected Career and Technical Education (CTE) Industry Certification courses, which lead to college credit, may elect to substitute the course for up to two mathematics courses and up to one science credit. However, CTE Industry Certification courses may not be substituted for Algebra 1, Geometry, or Biology credits. Course code waiver numbers have been added to the Course Code Directory (CCD) for student transcript purposes:

- Industry Certification Mathematics Waiver numbers are 1200998 and 1200999; and
- Industry Certification Science Waiver number is 2000999. (Refer to [Section 5](#) of the CCD).

For a listing of applicable industry certifications, please refer to the [Statewide Articulation Agreements-Industry Certification](#).

NOTE: Students interested in an applicable mathematics and/or science substitution through an Industry Certification, which leads to college credit, should consult with a school counselor regarding college admissions criteria utilizing course substitutions. Course substitutions may not count towards State University System admissions requirements.

### **Career Academies**

Students completing CTE programs or academies may receive a Standard High School Diploma, contingent on all other graduation requirements being met. In addition, students have the opportunity to earn one or more of the following:

- Scholar Diploma Designation
- Merit Diploma Designation
- Career Education Program Completion Certificate;
- Articulated credits through Career Pathways (local and statewide);
- Dual Enrollment credits;
- State Licensure, if applicable; and
- Florida Bright Futures Vocational Gold Seal Scholarship.

Additional information is available at <https://www.southtechschools.org>

## **Career Education Program Completer Certificate**

A Career Education Program Completer Certificate is awarded to students who successfully complete all courses in a CTE Program or Academy, as set forth by the Florida Department of Education (FLDOE) and outlined in the District Career and Technical Education Resource Manual which is available on the District's CTE website:

[https://www.palmbeachschools.org/students\\_parents/school\\_choice/career\\_education](https://www.palmbeachschools.org/students_parents/school_choice/career_education).

Beginning in middle school, a student can begin a CTE courses that includes proficiency in mathematics, communications, science, and a sequence of courses in a CTE Program or Academy, such as business, marketing, drafting, computer technologies, culinary, early childhood education, and health science occupations, etc. This will provide preparation for careers that will have continued growth and are in demand within our local workforce region. In addition, Articulation Agreements with postsecondary institutions are developed to provide students with the opportunity to receive college credit for certain secondary CTE courses upon matriculation. [\[Florida Statute § 1007.22\]](#)

Scholarships are available to eligible students who successfully complete a CTE Program of Study through the [Florida Bright Futures Scholarship Program](#).

## **ACADEMICALLY CHALLENGING CURRICULUM TO ENHANCE LEARNING (ACCEL)**

The STA provides unique learning opportunities and options for students on various levels of learning. The ACCEL options provide academically challenging curriculum or accelerated instruction. Eligibility requirements and procedures have been established by the STA.

### **GENERAL HIGH SCHOOL ACCEL OPTIONS**

According to [Florida Statute § 1002.3105](#), ACCEL options include, but are not limited to, the following:

- Credit Acceleration Program (CAP);
- Advanced Placement (AP) Program;
- Career Academy Courses; and
- Virtual Courses.

### **CREDIT ACCELERATION PROGRAM (CAP)**

- The CAP Program allows a student to earn high school credit in courses required for high school graduation through passage of an End-of-Course assessment administered under [s. 1008.22](#) (Algebra 1, Geometry, United States History, and Biology 1), an Advanced Placement Examination, or a College Level Examination Program (CLEP).
- Notwithstanding [s. 1003.436](#), course credit shall be awarded to a student who is not enrolled in the course, or who has not completed the course, if the student attains a passing score on the corresponding End-of-Course assessment, Advanced Placement Examination, or CLEP.
- Students are responsible for all fees associated with CLEP exams. Students who take an

Advanced Placement exam without being enrolled in the corresponding course are responsible for all fees.

## **WHOLE-GRADE AND MIDYEAR PROMOTION PROCEDURES**

### **High School Requirements**

Whole-year and midyear promotion will be determined by the number of credits needed for the grade level, as defined in the [High School Grade Classification for Promotion and Retention](#) section.

### **High School (9-12) Procedures for Requesting Acceleration**

To explore acceleration options, the student and parent(s) should contact the school to initiate the process of determining the student's eligibility for each option and develop a plan for acceleration, as appropriate. Upon notification of student and parent(s) request for acceleration, the school will:

1. review student achievement and academic performance data to establish eligibility for one or more ACCEL options;
2. notify student of eligibility and program requirements;
3. assist the student in meeting timeline and ACCEL option requirements; and
4. develop a schedule to meet student's needs and chosen program.

## **COURSES TAKEN THROUGH NON-DISTRICT EDUCATIONAL PROVIDERS**

Students who participate in enrichment programs will not receive school credit. Courses taken through other educational providers may be awarded credit, so long as the provider is accredited by Cognia™. The District and/or school designee will evaluate the course to determine if and which course credit and weighting will be awarded. Prior approval is recommended using the **Non-District Educational Provider Course Approval** (PBSD 2601) to determine course equivalency and weighting. Credit may be denied if preapproval is not obtained. Students attempting credit for an EOC course must take the corresponding EOC, which will be counted as 30 Percent of the final course grade. For rules pertaining to transfer students, refer to [State Board of Education Rule 6A-109941](#).

## **CREDIT BY EXAMINATION**

Credit by examination shall be the program through which postsecondary credit is earned by secondary students based on the receipt of a specified minimum score on nationally standardized general or subject area examinations. [[Florida Statute §1007.27\(6\)](#)]

## **ADVANCED PLACEMENT (AP)**

Eligible secondary students may enroll in courses offered by the Advanced Placement Program administered by the College Board. Postsecondary credit may be awarded to students who score a minimum of three on a five-point scale on the corresponding AP Exam. Students shall be exempt from any fees for administration of the examination, regardless of whether or not the student achieves a passing score on the examination. [[Florida Statute §1007.27\(5\)](#)]

## DUAL ENROLLMENT PROGRAM

The Dual Enrollment Program is the enrollment of an eligible secondary student or Home Education student in a postsecondary course creditable toward high school completion and a career and technical certificate or an Associate or Baccalaureate Degree. [\[Florida Statute§1007.271\]](#)

In accordance with [Florida Statute § 1007.23\(5\)](#), a Dual Enrollment Articulation Committee made up of the SDPBC, Palm Beach State College, and Florida Atlantic University personnel, as applicable, establishes rules, regulations, and policies of Dual Enrollment.

The Dual Enrollment Program provides an opportunity for students to simultaneously earn high school and college credit. Course credit earned in college-level courses shall be counted as college-level credit and may also be used to meet high school academic unit credit. It is not recommended that students duplicate potential college credit through dual enrollment, AP, AICE, or IB. This may have negative financial and degree completion implications at the postsecondary level. Dual Enrollment credit can be earned at Palm Beach State College, Florida Atlantic University, or any other public institution of higher learning that has an established Dual Enrollment Articulation Agreement with the SDPBC, pursuant to [Florida Statute § 1007.271](#). Course credit earned in these courses with a grade of “C” or better, shall transfer as college-level credit to a state college/university in Florida. College credit is transferable to other colleges according to the individual college guidelines and requirements. Where sufficient numbers of qualified students have been identified, a college course may be offered at the local high school.

Some college courses equate to a 0.5 high school credit, while others equal one credit. All Dual Enrollment grades shall be weighted 1.50 times the standard scale.

The Dual Enrollment Articulation Agreement lists Dual Enrollment courses and credits meeting specific subject area credit toward graduation. Certain Dual Enrollment courses may be used to satisfy specific required courses for graduation. (See the Florida Department of Education’s Dual Enrollment Equivalency List at: <http://www.fldoe.org/schools/higher-ed/fl-collegesystem/academic-student-affairs/dual-enrollment.shtml>).

Students must meet the following requirements and conditions, as stated in the Dual Enrollment Articulation Agreements, in order to be eligible for participation in the Dual Enrollment Program:

1. Students must be enrolled in Grades 6-12 in a SDPBC school. Students in Grades 6-9 must have earned four (4) high school credits with at least a 3.50 GPA, two of which must be an English Language Arts course and a mathematics course. Grade 10 includes the summer upon completion of Grade 9.
2. Students must have a minimum 3.0 GPA for all courses except career/technical courses, for which a minimum 2.0 GPA is required. [\[Florida Statute § 1007.271\(3\)\]](#)
3. Students must earn college ready scores on either the SAT, ACT, Postsecondary Education Readiness Test (P.E.R.T.) or Florida College Entry-Level Placement Test (FCELPT), as specified in the Dual Enrollment Articulation Agreement. Students must earn college ready scores on all sections of the above named tests, as specified in the Dual Enrollment Articulation Agreement, to enroll in any course except career/technical courses at Palm Beach State College. Students enrolling in

mathematics courses at Florida Atlantic University must take a mathematics placement exam, Assessment and Learning in Knowledge Spaces (ALEKS).

4. Students enrolling in a career/technical course must earn passing scores on the Test of Adult Basic Education (TABE) required by the individual vocational program.
5. Students must limit enrollment to no more than eight total college credit hours per semester, regardless of the number of institutions they attend (per Dual Enrollment Articulation Agreement).
6. Students are limited to enrolling in courses that are a minimum of three (3) credit hours. One (1) credit hour lab courses must accompany a co-requisite three (3) credit hour course.
7. Students are limited to earning a maximum of sixty (60) credit hours through dual enrollment. Early admission students may continue their enrollment beyond sixty (60) credit hours provided they have not already earned 60 credit hours prior to the semester in which early admission begins.
8. Students are only eligible for undergraduate courses.
9. Middle school students must contact the SDPBC School Counseling office to begin the Dual Enrollment application process. High school students must contact their school counselor to begin the Dual Enrollment application process. Dual Enrollment paperwork will be distributed to current, eligible SDPBC students only.
10. Students must receive approval of the school principal/designee.
11. Students must adhere to the Dual Enrollment Agreement Guidelines set up by the school. Participation in Dual Enrollment is subject to the school's schedule.
12. Students must satisfy any course prerequisites.
13. The college/university must have space available in the requested course.
14. Students must maintain a minimum 3.0 cumulative GPA [Florida Statute § 1007.271(3)] per semester and earn a grade of "C" or better in any college-level course, in order to continue in the Dual Enrollment Program. A student will no longer be eligible for the Dual Enrollment Program if he/she earns a grade of "D", "F" or "W" These grades will be reflected on the high school and college transcripts.
15. Seniors are eligible for dual enrollment courses through the spring semester of their senior year and may NOT take summer dual enrollment courses regardless of their graduation date.

Students may not enroll in vocational-preparatory instruction, college-preparatory instruction, and other forms of precollegiate instruction, or physical education courses that focus on the physical execution of a skill, rather than the intellectual attributes of the activity. [\[Florida Statute §1007.271\(7\)\]](#)

Career and Technical Dual Enrollment courses shall be available for students seeking a degree or certificate from a complete job preparatory program, but shall not sustain student enrollment in isolated career and technical courses. [\[Florida Statute §1007.271\(4\)\]](#)

Career Dual Enrollment shall be provided as a curricular option for secondary students to pursue in order to earn a series of elective credits toward the high school diploma. It is the intent of the legislature that Career Dual Enrollment provides a comprehensive academic and Career Dual Enrollment Program within the career center or college. [\[Florida Statute §1007.271\(4\)\(21\)\]](#)

Per [Florida Statute § 1007.271\(2\)\(10\)\(11\)\(16\)](#), there are no tuition, registration, laboratory fees, or textbook costs to students participating in the Dual Enrollment Program. Students are responsible for textbooks that must be returned to the vendor. Fees will be charged to students who lose or damage textbooks. Students will be responsible for parking permits, identification card fees, late fees, library fees, special course fees, etc. or other course-related materials.

A student may attempt a single course, a maximum of three times, during their college career in a Florida postsecondary educational facility. These three attempts include withdrawals. A student in their last year of high school, who requires less than six credits first semester or less than three credits second semester, in order to graduate, may opt to complete all needed credits through the School District's Dual Enrollment Program, if eligible. This student does not need to enroll in a full schedule, of at least six courses, through the high school. However, if a student enrolls in a high school course on the high school campus, the student will be required to enroll in six courses. Students may not dually enroll if they will graduate prior to the end of the postsecondary course. The student may apply to the postsecondary institution and pay the required registration, tuition, and fees, if the student meets the postsecondary institution's admissions requirements. [\[Florida Statute § 1007.271\(2\)\]](#) & [Florida Counseling for Future Education Handbook](#)

### **Enrollment in Schools without Dual Enrollment Agreements**

With principal's permission, students may dual enroll in colleges or universities other than those that have Dual Enrollment Agreements with the STA. Students must adhere to the Dual Enrollment Agreement Guidelines set up by the school. Participation in Dual Enrollment is subject to the school's schedule/ Students must meet the Dual Enrollment eligibility criteria set forth by the District.

The parent(s) and/or student will be responsible for payment of fees and instructional materials. Excluding the required fees, all other rights and privileges will be afforded these students as those under Dual Enrollment Agreements (Dual Enrollment Articulation Agreement between the School District, Palm Beach State College, and Florida Atlantic University). All courses that are not on the Dual Enrollment Course Equivalency List will be awarded a 0.5 elective credit, which will not meet subject area graduation requirements. (Refer to Dual Enrollment Equivalency List at: <http://www.fl DOE.org/schools/higher-ed/fl-collegesystem/academic-student-affairs/dual-enrollment.shtml>)

## PROMOTION AND RETENTION

No student may be assigned to a grade level based solely on age or other factors that constitute social promotion or administrative placement, as referenced in [Florida Statute § 1008.25\(6\)\(a\)](#). No student may be retained solely on the basis of standardized assessments.

Schools will make efforts to promote successful transition for students from each grade level to the next, particularly as student's transition from elementary to middle school and from middle to high school. School planned activities or programs that promote successful transition may include, but are not limited to:

- Course selection and articulation meetings with students
- School visits and orientation programs
- Summer student orientation programs

## HIGH SCHOOL GRADE CLASSIFICATION FOR PROMOTION AND RETENTION

The following requirements are used to determine grade classification to the next grade level. At the end of the school year, students will be promoted as follows:

- **9<sup>th</sup> grade** students will be promoted to **10<sup>th</sup> grade**;
- **10<sup>th</sup> grade** students will be promoted to **11<sup>th</sup> grade**;
- **11<sup>th</sup> grade** students will be promoted to **12<sup>th</sup> grade**; and
- **12<sup>th</sup> grade** students who do **not** meet graduation requirements will be **retained** in **12<sup>th</sup> grade**.

Grade 12 students transferring into the STA will be required to enroll in a minimum of eight courses.

Students opting to earn an 18-credit ACCEL Diploma will be promoted to 12th grade in the beginning of the semester they intend to graduate. Students in their last year of high school, who requires less than six credits first semester or less than three credits second semester, in order to graduate, may opt to complete all needed credits through the ST School's Dual Enrollment Program, the Adult Education Credit Lab (with a limit of two courses per year); the Florida Virtual School Program; Palm Beach Virtual (PBV), if eligible. These students need not enroll in a full schedule of at least six courses through the high school. However, if a student enrolls in a high school course at the high school campus, the student will be required to enroll in six courses (i.e., eight courses in schools on a four-by-four block schedule).

With the exception of students who have been accepted into an early admission program, Grade 12 students transferring into the SDPBC will be required to enroll in a minimum of six courses (i.e., eight courses in schools on a four-by-four block schedule)

## GRADUATION REQUIREMENTS

Students are required to satisfy the graduation requirements in effect at the time the student first enters Grade 9, regardless of the date the student graduates, unless the requirements change for the entire class, or unless requirements are changed for all students by Florida Statute.

Schools shall provide parent(s) with information concerning all graduation options, including the respective curriculum requirements for those options, so that the students and their parent(s) may select the program that best fits their needs.

### GRADUATION REQUIREMENTS FOR A STANDARD DIPLOMA

#### Assessments for Standard Diploma

In order to receive a Standard Diploma, students must meet satisfactory performance or earn a Level 3 or higher on the required statewide assessments or meet the concordant or comparative subject area test score on a State Board of Education approved alternate assessment. They must also satisfy student performance standards for each course in Grades 9-12 for which credit toward graduation is awarded. As for students with a disability, see below as to the criteria for waivers from this graduation requirement. [[Florida Statutes §§ 1008.22\(3\)](#), , [State Board of Education Rules 6A-1.0995](#), & [6A-1.09961](#)]

Students must meet satisfactory performance or earn a Level 3 or higher on the Grade 10 FSA ELA. A student may satisfy the Grade 10 FSA ELA requirement by achieving a concordant/comparative scores as described in: <http://www.fldoe.org/core/fileparse.php/7764/urlt/GradRequireFSA.pdf>.

Students must meet satisfactory performance or earn a Level 3 or higher on the Algebra 1 End of-Course (EOC) Assessment or meet the concordant/comparative scores as described in: <http://www.fldoe.org/core/fileparse.php/7764/urlt/GradRequireFSA.pdf>.

Students who have met all of the requirements for the Standard High School Diploma, except for meeting satisfactory performance or earning a Level 3 or higher on the FSA ELA/Algebra 1 EOC Assessment or an alternate assessment by the end of 12<sup>th</sup> grade, must be given the opportunity to participate in an accelerated High School Equivalency Diploma Preparation Program. This should include FCAT 2.0 Reading/FSA ELA/Algebra 1 EOC Assessment remediation and High School Equivalency Examination preparation. Students may return to school for a 13<sup>th</sup> year to remediate Grade 10 FSA ELA/EOC Assessment and/or GPA. Students must also be allowed to take a college placement test and be admitted to remedial or credit courses at a state community college or participate in an adult general education program. [[Florida Statute § 1003.433\(2\)](#)]



## **Statewide Standardized Assessment Waivers for Students with Disabilities**

Section 1008.22(3)(c)2., F.S., states that students with disabilities can be eligible for a waiver of statewide, standardized assessment results for the purpose of receiving a course grade or a standard diploma. This includes the Florida Standards Assessment, all end-of-course assessments and the Florida Standards Alternative Assessment.

In accordance with the Individuals with Disabilities Education Act (IDEA), students with disabilities may receive services through the public school system through age 21 (i.e., until their 22<sup>nd</sup> birthday or, at the option of the School District, the end of the semester or school year in which the student turns age 22) or until they graduate with a Standard Diploma, whichever occurs first.

In order for the general assessment graduation requirement to be waived, the IEP Team must meet to determine whether or not the state standardized assessment can accurately measure the student's abilities, taking into consideration allowable accommodations.

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## **Statewide Standardized Assessment Waiver Eligibility Criteria for Students with Disabilities**

Assessment results may be waived under special circumstances for students with disabilities for the purpose of receiving a course grade or a standard high school diploma. Specific requirements regarding the waiver process are found in [s. 1008.22\(3\)\(c\)2., F.S.](#) To be considered for a statewide, standardized assessment results waiver, the following criteria must be met:

1. The student must be identified as a student with a disability, as defined in [s. 1007.02, F.S.](#): The term "student with a disability" means a student who is documented as having an intellectual disability; a hearing impairment, including deafness; a speech or language impairment; a visual impairment, including blindness; an emotional or behavioral disability; an orthopedic or other health impairment; an autism spectrum disorder; a traumatic brain injury; or a specific learning disability, including, but not limited to, dyslexia, dyscalculia, or developmental aphasia.

2. The student must have an individual educational plan (IEP).
3. The student must have taken the statewide, standardized assessment with appropriate allowable accommodations at least once.
4. In accordance with [s. 1008.22\(3\)\(c\)2., F.S.](#), the IEP team must make a determination of whether a statewide standardized assessment accurately measures the student's abilities, taking into consideration all allowable accommodations for students with disabilities.

The IEP team may meet at any time to:

- Verify that the criteria have been met
- Document the team's determination and information analyzed in making the decision

### **STA Schools' Responsibilities:**

The IEP Team will convene to make a determination whether the Statewide Standardized Assessment accurately measures the student's abilities, taking into consideration all allowable accommodations. The team may review evidence that includes, but is not limited to:

- Classroom work samples
- Course grades
- Teacher observations
- Relevant classroom data derived from formative assessments
- Intensive remediation activities on the required course standards
- Higher-level, related coursework (honors, advanced placement, etc.)
- Related postsecondary coursework through dual enrollment
- Other standardized academic assessments
- Portfolio
  - The development of a graduation portfolio of quantifiable evidence of achievement is required for students who are assessed on the Florida Alternate Assessment (FSAA or Access EOCs) [State Board of Education Rule 6A1.09963(3)(d), Florida Administrative Code, (F.A.C.)].

The IEP team must convene to analyze the information needed to consider whether a student is eligible for a waiver of statewide, standardized assessment results for the purpose of receiving a course grade or a standard diploma. A decision may be made at an IEP team meeting any time after a student takes a statewide, standardized assessment needed to earn a course grade or a standard high school diploma in accordance with [s.1008.22 \(a\)\(b\), F.S.](#) Documentation of the decision to grant or deny should be completed at that time.

A student who transfers from another state must pass the Grade 10 general assessment or an alternate assessment that is concordant with the general assessment; earn a 2.0 GPA; and meet all requirements of the school, district, or state from which he/she is transferring **or** meet Florida's course requirements to earn a Standard Diploma. A transfer student may be considered for the assessment waiver. [[Florida Statute § 1003.433\(1\)](#)]

Beginning with students entering grade 9 in the 2014-15 school year, any waiver of the statewide, standardized assessment requirements by the individual education plan team, pursuant to s. 1008.22(3)(c), must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent as provided for in Florida Statute § 1003.572.

## **Course Credit for Standard Diploma**

In accordance with [Florida Statute § 1003.436\(2\)](#), credits are awarded in 0.5 credit increments per quarter upon successful completion of course requirements, with the exception of courses with EOC Assessments that award one credit.

## **Online Learning for Standard Diploma**

Beginning with the 2011-2012 incoming Grade 9 students, the Digital Learning Now Act requires that all high school students graduating with a 24-Credit Standard Diploma (except those enrolled in the ACCEL Option, Special Diploma, International Baccalaureate (IB) Program, or the Advanced International Certificate of Education (AICE) Program) successfully complete at least one online course. The course has to be within the 24 credits required for high school graduation and must be passed. Courses may be either 0.5 credit or 1.0 credit in value. Online credit recovery or original credit courses may be used to satisfy this requirement. [\[Florida Statute § 1003.4282\(4\)\]](#) (Students may take these courses online, outside of, or as a part of the school day.)

In accordance with [Florida Statute § 1003.4282\(4\)](#), online high school credit courses successfully completed in Grades 6-8 may be used to fulfill this requirement.

This requirement does not apply to a student who has an IEP, which indicates that an online course would be inappropriate, or a student who is enrolled in a Florida high school and has less than one academic year remaining in high school. [\[Florida Statute § 1003.4282\(4\)\]](#)

In accordance with [Florida Statute § 1003.4282](#), a student may satisfy this requirement by completing a blended learning course or a course in which the student earns a nationally recognized industry certification in information technology that is identified on the CAPE Industry Certification Funding List pursuant to [Florida Statute §1008.44](#) or passing the information technology examination without enrolling in or completing the corresponding course or courses, as applicable.

## **Grade Point Average (GPA) for Standard Diploma**

In middle and high school, GPA is defined as the numerical average represented by the point value of the letter grades earned, divided by the number of semester grades. The point value is based on a standard scale of 4.0 with no weighing factor for different levels of difficulty. The scale is based on 4.0 (A), 3.0 (B), 2.0 (C), 1.0 (D) and 0 for any other grade. [\[Florida Statute § 1003.437\]](#)

Students must earn a minimum GPA of 2.0 on a 4.0 scale for all credits attempted, except for those replaced according to the Forgiveness Rule. [\[Florida Statute § 1003.437\]](#)

## **FOUR-YEAR, 24-CREDIT TRADITIONAL OPTION REQUIREMENTS**

The 24 credits may be earned through applied, integrated, and combined courses approved by the Department of Education.

## **Virtual/Online Course Requirement for Four-Year 24-Credit Option**

Beginning with students entering Grade 9 in the 2011-2012 school year, at least one course within the

24 credits required in this subsection must be completed through online learning. An online high school credit course taken during Grades 6-8 fulfills this requirement. The requirement is met through an online course offered by the Florida Virtual School, a virtual education provider approved by the State Board of Education, a high school, or an online dual enrollment course. [[Florida Statute § 1003.4282\(4\)](#)]

The STA Schools', as applicable, may allow students to satisfy the online course requirement by fulfilling one of the following:

- Completing a blended learning course.
- Completing a course in which the student earns a nationally recognized industry certification in information technology that is identified on the CAPE Industry Certification Funding List pursuant to Florida State §1008.44
- Passing the information technology certification examination without enrolling in or completing the corresponding course or courses, as applicable.

### **English Requirements for Four-Year 24-Credit Option**

- Students must earn four English credits (English I, II, III, and IV).

### **Mathematics Requirements for Four-Year 24-Credit Option**

1. Students must earn four high school mathematics credits, which must include Algebra 1 and Geometry. [[Florida Statute § 1003.4282\(3\)\(b\)](#)]
2. Three of the four required mathematics credits must be earned in Grades 9-12. However, students who score a minimum of 550 on the mathematics portion of the Old SAT (prior to March 2016), or a 570 on the mathematics portion of the New SAT (March 2016 and thereafter), or a minimum score of 24 on the mathematics portion of the ACT, may be exempt from the requirement that the three credits be earned in Grades 9-12 and may use all high school mathematics credits earned in middle school toward the four-credit graduation requirement. (Students should be reminded that meeting only the minimum mathematics credit requirement might adversely impact college admission.) The grades earned in high school courses, taken in middle school, will be included on the high school transcript.
3. The grades earned in high school courses, taken in middle school, will be included on the high school transcript.
4. Students enrolled in Algebra 1:
  - a) must take the Algebra 1 EOC Assessment and pass the course. Student performance on the Algebra 1 EOC Assessment constitutes 30 percent of the student's final course grade. Students who do not take the Algebra 1 EOC Assessment will receive an "I" in the course. After the student makes up the EOC, the final grade will be recalculated. [Florida Statute § 1008.22(3)(b)1]
  - b) must meet satisfactory performance or earn a Level 3 or higher on the Algebra 1 End-of-Course (EOC) Assessment or meet the concordant/comparative scores as described in:

5. Students enrolled in Geometry:

a) must take the Geometry EOC Assessment and pass the course. Student performance on the Geometry EOC Assessment constitutes 30 percent of the student's final course grade. Students who do not take the Geometry EOC Assessment will receive an "I" in the course. After the student makes up the EOC, the final grade will be recalculated. [\[Florida Statute § 1008.22\(3\)\(b\)1\]](#)

b) must meet satisfactory performance or earn a Level 3 or higher on the Geometry EOC Assessment to earn a Standard High School Diploma Scholar Designation

6. Industry certification courses that lead to college credit may substitute for up to two mathematics credits, not including Algebra 1 or Geometry.
7. A student who earns a computer science credit may substitute the credit for up to one credit of the mathematics requirement, with the exception of Algebra 1 or Geometry, if identified by FLDOE as being equivalent in rigor to the mathematics credit. An identified computer science credit may not be used to substitute for both a mathematics and a science credit.
8. A student who earns an industry certification in 3D rapid prototype printing may satisfy up to two credits of the mathematics requirement with the exception of Algebra 1, if identified by FLDOE as being equivalent in rigor to the mathematics credit.

### Algebra 1 End-of-Course (EOC) Assessment Requirement

All students enrolled in and completing any of the following courses must take the Algebra 1 EOC Assessment:

| Course                                    | Course Code        |
|---|--------------------|
| Algebra 1                                 | 1200310            |
| Algebra 1 Honors                          | 1200320            |
| Algebra 1-B*                              | 1200380            |
| Access Algebra 1 or<br>Access Algebra 1B* | 7912075<br>7912090 |
| Pre-AICE Mathematics 1                    | 1209810            |
| IB MYP Algebra 1 Honors                   | 1200390            |

\*Not offered in the SDPBC Schools

Students enrolled in Access courses take the appropriate Access EOC upon completion of the Access course and when determined appropriate by the IEP team.

### Geometry End-of-Course (EOC) Assessment Requirement

All students enrolled in and completing any of the following courses must take the Geometry EOC Assessment:

| Course                 | Course Code |
|------------------------|-------------|
| Geometry               | 1206310     |
| Geometry Honors        | 1206320     |
| Access Geometry        | 7912065     |
| Pre-AICE Mathematics 2 | 1209820     |
| IB MYP Geometry        | 1206810     |

Students enrolled in Access courses take the appropriate Access EOC upon completion of the Access course and when determined appropriate by the IEP team.

### Science Requirements for Four-Year 24-Credit Option

1. Three science credits must be earned during high school:
  - 1.0 credit Biology 1 (Hands-Only CPR Training will be included in the PBSB Biology 1 curriculum);
  - 1.0 credit in a physical science (must be an equally rigorous course: Earth/Space, Chemistry, Physics, Astronomy, or Physical Science); and
  - 1.0 credit in science (must be an equally rigorous course<sup>14</sup>).
2. If a student earned a Biology 1 and/or physical science credit in middle school, that course will meet the subject area requirement. However, an additional three science credits must be earned in grades 9-12.
3. Two courses must include a laboratory component. [[Florida Statute § 1003.4282 \(3\)\(c\)](#)]
4. Students enrolled in Biology 1:
  - a) must take the Biology 1 EOC Assessment and pass the course. Student performance on the Biology 1 EOC Assessment constitutes 30 percent of the final course grade. Students who do not take the EOC Assessment will receive an “I” in the course. After the student makes-up the EOC, the final grade will be recalculated. [[Florida Statute §§ 1003.4282 \(3\)\(c\) and 1008.22\(3\)\(b\)2](#)]
  - b) must meet satisfactory performance or earn a Level 3 or higher on the Biology 1 EOC Assessment to earn a Standard High School Diploma Scholar Designation. [[Florida Statute § 1003.4285\(1\)\(a\)](#)]
5. An industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education or an identified computer science course with a related industry certification may substitute for up to one science credit, not including Biology 1. [[Florida Statute §1003.4282\(3\)\(c\)](#)]
6. A student who earns a computer science credit may substitute the credit for up to one credit of the science requirement, with the exception of Biology 1, if identified by FLDOE as being equivalent in rigor to the science credit. An identified computer science credit may not be used to substitute for both a mathematics and a science credit.

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<sup>14</sup> Equally rigorous courses are determined by the State Board of Education. Courses with a physical science designation are determined by STA.

## Biology 1 End-of-Course (EOC) Assessment Requirement

All students enrolled in and completing any of the following courses must take the Biology 1 EOC Assessment:

| Course                       | Course Code |
|------------------------------|-------------|
| Biology 1                    | 2000310     |
| Biology 1 Honors             | 2000320     |
| Access Biology               | 7920015     |
| Pre-AICE Biology             | 2000322     |
| FL Pre IB Biology 1          | 2000800     |
| IB MYP Biology Honors        | 2000850     |
| Biology Technology*          | 2000430     |
| Integrated Science 3*        | 2002440     |
| Integrated Science 3 Honors* | 2002450     |

\*Not offered in the STA schools.

Students enrolled in Access courses take the appropriate Access EOC upon completion of the Access course and when determined appropriate by the IEP team.

Students enrolled in AP, IB, or AICE Biology courses may take the Biology EOC if desired for the [Scholar Designation](#).

## Social Studies Requirements for Four-Year 24-Credit Option

- Students must earn three social studies course credits for graduation [[Florida Statutes § 1003.4282\(3\)\(d\)](#)], as follows:
  - Grade 10 World History – 1.0 credit
  - Grade 11 United States (U.S.) History – 1.0 credit
    - U.S. History students must take the U.S. History EOC Assessment and pass the course.
    - Student performance on the U.S. History EOC Assessment constitutes 30 percent of the student's final course grade.
    - Students who do not take the U.S. History EOC Assessment will receive an "I" in the course. After the student makes-up the EOC, the final grade will be recalculated.
    - A student must meet satisfactory performance or earn a Level 3 or higher on the U.S. History EOC Assessment to earn a Standard High School Diploma Scholar Designation.
  - Grade 12 U.S. Government -0.5 credit
  - Grade 12 Economics with Financial Literacy – 0.5 credit

## Social Studies End-of-Course (EOC) Assessment Requirement

All students enrolled in and completing the following courses must take the U.S. History EOC Assessment:

| Course                       | Course Code |
|------------------------------|-------------|
| United States History        | 2100310     |
| United States History Honors | 2100320     |
| Access United States History | 7921025     |

Students enrolled in Access courses take the appropriate Access EOC upon completion of the Access course and when determined appropriate by the IEP team.

Students enrolled in AP, IB, or AICE History courses may take the U.S. History EOC if desired for the [Scholar Designation](#).

## Physical Education requirements for Four-Year 24-Credit Option

- In accordance with [Florida Statute § 1003.4282\(3\)\(f\)](#), the school may not require that the one credit physical education requirement be taken during the 9<sup>th</sup> grade year.
- This requirement may be met by completing one of three options:

| Credit Awarded  | Description  | Course Number(s)                         |
|---|--|--|
| 1.0   | Earn 1.0 credit in Health Opportunities through Physical Education (HOPE)  | 1506320 or 3026010                       |
| 0.5<br>0.5  | Earn 0.5 credit in Personal Fitness AND<br>Earn 0.5 credit in a PE elective  | 1501300<br>Various                       |
| 0.5<br>0.0  | Earn 0.5 credit in Personal Fitness AND<br>Successfully complete a marching band course                            | 1501300<br>1500440                       |
| 0.5<br>0.0  | Earn 0.5 credit in Personal Fitness AND<br>Successfully complete a dance course                                    | 1501300<br>1500445                       |
| 0.0   | Successfully complete 2 full years of JROTC  | 1500450<br>1500460<br>1500470<br>1500480 |
| 0.0   | Successfully complete 2 full seasons of a Junior Varsity or Varsity Sport<br>(complete <a href="#">PBSD 1954</a> ) | 1500410<br>1500420                       |
| 0.0   | Choose the 18-Credit ACCEL Graduation Option (WXL)   | N/A                                      |
| <ul style="list-style-type: none"><li>If a Marching Band, Dance, JROTC or JV/Varsity Sport waiver is used, the elective requirements needed by the student is increased by the amount of credits that are waived. For example – If a student completes 2 years of a JV Sport, 1.0 credit is waived. This means the elective requirements has increased by 1.0 credit from 8 to 9.</li><li>There is no PE or Online course requirement with the use of the WXL Graduation code. Three electives are needed instead of eight. This option can only be used if the student has met all graduation assessment requirements.</li></ul> |  |  |

## Fine and Performing Arts Requirements for Four-Year 24-Credit Option

Students must earn one credit in fine or performing arts, speech and debate, or a practical arts course that incorporates artistic content and techniques of creativity, interpretation, and imagination. [\[Florida Statute §1003.4282\(3\)\(e\)\]](#)



Eligible practical arts courses shall be identified through the Florida Department of Education Course Code Directory. [\[Florida Statute § 1003.4282\(3\)\(e\)\]](#)

The Fine and Performing Arts requirement may also be fulfilled by completing the following:

- two years of JROTC, a significant portion of which is drills; and
- credit of JROTC satisfies the performing arts requirement and 1.0 credit of ROTC satisfies the HOPE requirement. [\[Florida Statute §1003.4282\(3\)\(f\)\]](#)

### **Electives Requirements for Four-Year 24-Credit Option**

1. Elective courses are selected by the student in order to pursue a complete education program and to meet eligibility requirements for scholarships and college admission.
2. Elective credit may be earned for nonpaid voluntary community or school service (not including court ordered service). Voluntary Public Service and Voluntary School/Community Service each provide 0.5 credit for a minimum of 75 hours of service.
3. Elective credit may not be granted toward high school graduation for the following:
  - more than a total of nine elective credits in remedial/compensatory programs;
  - more than one credit in exploratory vocational courses;
  - more than three credits in practical arts, family, and consumer science (home economics) courses; and/or
  - any Level I course unless the student's assessment indicates that a more rigorous course of study would be inappropriate, in which case a written assessment of the need must be included in the student's Individual Education Plan (IEP) or Progress Monitoring Plan (PMP), signed by the principal, the school counselor, and the parent(s) of the student, if the student is not 18 years or older, or by the student, if the student is 18 years of age or older.

### **World Language Options**

The successful completion of two sequential World Language courses is **not** a graduation requirement. However, a student must demonstrate World Language proficiency at a level equal to two years of high school World Language (in the same language) or American Sign Language coursework as a requirement for entry into the State University System (SUS), for a Florida College System Associate in Arts degree, and the Florida Bright Futures Scholarship Program. Students not completing this requirement while in high school must make up the credits at a postsecondary institution prior to graduation from a university. This requirement can be met in one of the following ways:

1. complete two high school credits in the same language;
2. complete one high school World Language credit at second level (i.e., Spanish 2, French 2, etc.);
3. pass an AP, AICE (AS or A Level), or IB (Diploma Program Standard Level or Higher Level) World Language course;
4. complete a second post-secondary course (i.e., Elementary II), as long as the course is 4.0 semester credits; or
5. pass a third post-secondary course (i.e., Intermediate I), regardless of credit. There are two possible ways in which students can obtain a World Language Waiver

**Option 1:** To qualify for a **World Language Waiver**, a student must earn, at the minimum, the scores indicated in the chart below on a CLEP, AP, SAT-II, or a Departmental Test.

| Test              | Minimum Score Required for Proficiency  |
|-------------------|---|
| CLEP*             | For students entering college 2008-09 and later: French 59; German 60; and Spanish 63   |
| AP*               | 3   |
| SAT-II            | If a college awards credit based on a SAT Subject test, documentation of the credits awarded must be given to the high school counselor.                          |
| Departmental Test | If a college awards credit based on their own World Languages Departmental Test, documentation of the credits awarded must be given to the high school counselor. |

\*Scores approved by State Board of Education and posted in the Articulation Coordinating Committee's Credit-by-Exam Equivalencies document.

### Option 2:

If a student's proficiency is in a language for which there is no test available to determine proficiency, a transcript documenting formal education equal to two years of high school coursework in that language, or in English in a non-English-speaking country, may be used. For current World Language policies, refer to the *Florida Counseling for Future Education Handbook* at:

<https://dlss.flvc.org/documents/210036/217302/Florida+Counseling+for+Future+Education+Handbook.pdf/8e147e5f-857c-490e-be68-f145b084fc12>

Refer to the *Bright Futures Student Handbook* for current policies related to meeting the World Language requirement at:

<http://www.floridastudentfinancialaid.org/SSFAD/PDF/BFHandbookChapter1.pdf>.

**NOTE:** Students must confirm that the World Language Waiver will be recognized by the college or university to which they are applying. Refer to <http://www.fldoe.org/core/fileparse.php/5421/urlt/0078391-acc-cbe.pdf>. If it is determined that a World Language Waiver is appropriate, the counselor will add the World Language waiver (Course Code 0791920) to the student's academic history, including FL as the subject area/ Documentation indicating how the proficiency was met must be kept in the student's cumulative folder. The World Language Waiver options do **not** award students high school credit.

### Community Service Graduation Requirement

Students of STA are required to obtain a minimum of 20 community service hours to graduate from high school. In the event of a state, local, or national emergency, the Superintendent may waive the 20-hour community service requirement for any student who has not met the requirement, but is otherwise on track to graduate. Community service is also a requirement for many scholarships (i.e., Bright Futures) and college entrance programs. The purpose of community service is for students to engage in activities that help them develop an appreciation for the concept of service to the school or community. All school center principals are encouraged to recognize those students who perform voluntary service for the community at the 100, 300, and 500-hour levels. [\[School Board Policy 8.15\]](#)

The following guidelines must be followed to participate in activities that are considered acceptable for community service:

- Community service is defined as non-paid volunteer work for a non-profit agency.
- Students may begin accumulating service hours as early as the summer prior to entry of the 9th

grade year.

- Service should benefit the community at large. Working solely for an individual will not be acceptable.
- Hours must be documented in writing, either on a common community service log (generated by the school) or on letterhead from the organization being served.
- Parent notification of the community service requirement is necessary. A school generated notice will include the necessity of parental knowledge/supervision while students are engaged in community service activities.
- Student who do not have access to community service opportunities must be provided opportunities on the school campus. It is the student's responsibility to alert the School Counseling Department that he/she is in need of school access to community service.
- Time spent organizing and collecting canned goods, clothing, or book drives for a community in need does qualify as community service.
- Service on behalf of a candidate for public office.

The following are examples that would not count as community service:

- Rehearsal time for participation in a fine arts or performing arts program.
- Practice time for sports and band.
- Club meetings to organize community service activities.
- Donating canned goods or items to gain community service hours.

Parents cannot sign to verify their child's participation in a community service activity.

Schools should have the community service hours entered onto the student's electronic records by two (2) weeks after submittal.

### **Graduation Requirements for Transfer Students**

Per [Florida Statute § 1003.433](#), students who enter a Florida public school in the 11<sup>th</sup> or 12<sup>th</sup> grade from out-of-state or from a foreign country shall not be required to spend additional time in a Florida public school in order to meet the high school course requirements, if the student has met all requirements of the school district, state, or country from which he/she is transferring. However, to receive a Standard High School Diploma, a transfer student must earn a 2.0 GPA and meet satisfactory performance or earn a Level 3 or higher on all required graduation assessments according to [Florida Statute § 1008.22\(3\)](#) or an alternate assessment as described in [Florida Statute § 1008.22\(3\)](#).

1. A student entering high school from another district, state, or country is required to satisfy the graduation requirements of his/her enrolled cohort.
2. The student must take a full schedule of courses to comply as closely as possible with the graduation requirements of the cohort, but shall not be required to spend additional time in school in order to meet these requirements. Unless prescribed by his/her Progress Monitoring Plan (PMP), no junior or senior will be required to take two required courses in the same discipline concurrently. A [Graduation Credit Waiver Request \(PBSD 2461\)](#) must be completed for any credits waived for transfer students.
3. Per [Florida Statute 1003.4282\(4\)](#), a student who is enrolled in a Florida high school and has less than one academic year remaining may waive the on-line course requirement.

4. A [Graduation Credit Waiver Request \(PBSD 2461\)](#) must be completed to waive this requirement.
5. A transfer student may not waive credits required for graduation if he/she will receive a Certificate of Completion.

## OTHER GRADUATION OPTIONS

### Early Graduation for Four-Year 24-Credit Option Students

Per [Florida Statute § 1003.4281](#), a high school student may be provided the option of early graduation. Students who complete the requirements for graduation before their cohort class may elect to:

1. graduate at the time that all requirements have been completed; **or**
2. with principal's permission, continue enrollment as a full-time student in the STA until the end of the regular school year in which their cohort class graduates. All grades earned by the student will become a part of the student's permanent record and calculated in the student's GPA/HPA.

The principal may deny continued enrollment for a student who has met graduation requirements. Students who graduate early may participate in the end-of-year graduation ceremonies.

### 18-Credit ACCEL Graduation Option

Per [Florida Statute § 1002.3105\(5\)](#), the 18-Credit ACCEL graduation option is now available for students. All graduation requirements for a Standard Diploma must be met, per [Florida Statute § 1003.4282\(3\)\(a-e\)](#), **except** for the following credits:

- Physical Education credit
- Virtual requirement
- Five elective credits

Students opting to earn an 18-credit ACCEL Diploma will be promoted to 12th grade in the beginning of the semester they intend to graduate. **Advanced International Certificate of Education (AICE) Diploma**

The Advanced International Certificate of Education (AICE) Diploma Program is an international university curriculum and examination system administered and assessed by the Cambridge Assessment International Education (CIE) and the University of Cambridge. AICE courses are equivalent to those offered at a U.S. university, freshman level or beyond. [[Florida Statute §1007.27\(8\)](#)]

### Career and Technical Education Graduation Pathway Option

Beginning with the 2019-2020 school year, students are eligible to complete an alternative pathway to earning a standard high school diploma through the Career and Technical Education (CTE) pathway option. The following requirements must be met.

Minimum 18 credits in the following:

- 4 English Language Arts
- 4 mathematics (must include Algebra 1 and Geometry)
- 3 sciences (must include Biology 1 and a physical science)
- 3 social studies (World History, U.S. History, ½ Economics, ½ U.S. Government)

- 2 CTE (must result in a program completion and an industry certification)
- 2 work-based learning programs (may substitute up to 2 credits of electives, including 0.5 credit in financial literacy)

Additional Requirements:

- Minimum cumulative GPA of 2.0
- 20 hours' volunteer community service
- Assessment requirements for standard diploma must be met as described in the [Assessments for Standard Diploma section](#)

## **COURSE ACCOMMODATIONS AND MODIFICATIONS**

### **English Language Learners (ELLs) Course Modifications/Accommodations**

An ELL student will be enrolled in English through English Speakers of Other Languages (ESOL) I, II, III and IV, English 1, 2, 3 and 4, or their equivalent, to guarantee the necessary credits needed for graduation. Any exceptions **must** be documented through an ELL Committee meeting.

In addition, an ELL may not be denied placement in honors and accelerated courses because of participation in the ESOL program or lack of English language proficiency, provided he/she meets the other criteria set for enrollment in the course.

### **Active Section 504 Accommodation Plans Course Modifications**

A student is eligible for accommodations under Section 504 of the Rehabilitation Act of 1973 if the student is determined to have a physical or mental impairment that substantially limits one or more major life activities of such student. [[Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104](#)]

In addition, a student with either a record of impairment, or who is regarded as having impairment, is protected from discrimination under both Section 504 and the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act of 2008 (effective January 1, 2009). Congress declared that its purpose in amending the ADA was to reinstate a broad scope of protection, to carry out its objectives of providing "a clear and comprehensive national mandate for the elimination of discrimination," and set forth "clear, strong, consistent, enforceable standards addressing discrimination/"

A student meets the requirement of being regarded as having impairment by establishing that the student has been subjected to a prohibited act because of an actual or perceived physical or mental impairment, whether or not the impairment limits or is perceived to limit a major life activity/ This provision shall not apply to a student's impairments that are transitory and minor. A transitory impairment has an actual or expected duration of six months or less. A Multi-Disciplinary Team must meet as necessary to determine if an otherwise qualified student's mental and/or physical impairment substantially limits one or more of the student's major life activities.

Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. Major life activities also include the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth,

digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

In deciding eligibility, the Multi-Disciplinary Team will consider information from a variety of sources, including medical documentation, behavioral observations, checklists, classroom tests, teacher recommendations and/or reports, current grades and trends, academic history, standardized test reports, and other relevant information.

The Multi-Disciplinary Team determines accommodations to be included on the Section 504 Accommodation Plan to ensure an equal opportunity to master the General Education content requirements.

## **GRADUATION OPTIONS FOR STUDENTS WITH DISABILITIES (SWD)**

The Florida Course Descriptions document, Exceptional Student Education (ESE), contains a listing and description of course options available along with suggested course performance objectives and credit requirements.

In accordance with [State Board of Education Rule 6A-1.09961](#), students entering high school must demonstrate mastery of the Language Arts Florida Standards (LAFS), Mathematics Florida Standards (MAFS), and Next Generation Sunshine State Standards (NGSSS) in Science. Each includes Access Points for students with significant disabilities. These Access Points are expectations for students with significant cognitive disabilities to access the General Education curriculum. Access Points reflect the core intent of the standards with reduced levels of complexity.

As ESE courses may be repeatable or multi-credit, based on student need, the particular course requirements and course performance objectives that a student must master to earn each credit must be specified on an individual basis for each student.

Core Access Academic Courses are repeatable for core credit for a maximum of two credits and then any additional credit in that course shall be counted as an elective credit for the purpose of graduation. Students working towards a Standard High School Diploma via Access Points are required to complete the same academic credit requirements as a Standard High School Diploma via standard curriculum.

Targeted course requirements, objectives, and a record of individual student mastery must be documented by a school or teacher-developed record of course achievement.

Nothing contained in this document shall be construed to limit or restrict the right of an ESE eligible student, who began ninth grade prior to the 2014-2015 school year, solely to a Special Diploma. [\[Florida Statute § 1003.438\]](#)

The IEP will include a statement of intent to pursue a Standard High School Diploma and a Scholar or Merit designation, pursuant to [Florida State Statute § 1003.4285](#), as determined by the parent.

Only students beginning Grade 9 prior to 2014-2015 who are working toward a Special Diploma are eligible to continue working toward Special Diploma graduation requirements. The parent(s) shall be

notified through the IEP process, of the diploma options available. [\[State Board of Education Rule 6A-1.09961\(2\)\(b\)\]](#)

Students who have not received a Standard Diploma may continue to receive a Free Appropriate Public Education (FAPE) through the end of the school year in which the student turns 22 years old.

### **Students with Disabilities Entering Grade 9 During the 2014–2015 School Year**

All students with disabilities should be supported through the provision of allowable accommodations and specially designed instruction to work toward a Standard Diploma, as defined in section [Florida Statute § 1003.4285](#). In accordance with [Florida Statute § 1003.4282\(11\)](#), beginning in the 2014-2015 school year, students with disabilities entering 9<sup>th</sup> Grade may also earn a Standard High School Diploma through alternative pathways of study. Nothing contained in this rule shall be construed to limit or restrict the right of a student with a disability solely to the options described in this rule. A certificate of completion will be awarded to students who receive credit for all of the courses listed, but who do not achieve the required GPA or who do not achieve satisfactory performance on required assessments for which they have not been granted a waiver.

### **HIGH SCHOOL DIPLOMAS**

The STA offers two diploma options:

- 24-Credit Standard Diploma
- 18-Credit ACCEL Option Diploma

A diploma is considered a ceremonial certificate. A transcript is the official documentation of high school graduation.

### **Diploma Designations**

Students may earn one or more designations on their Standard Diploma. Students are not required to obtain a designation and there is no deadline for choosing a designation. The three designations are:

1. **Scholar Designation** -In addition to meeting the Standard Diploma requirements, the following criteria must be met.
  - Students must earn:
    - 1.0 credit in Algebra 2;
    - 1.0 credit in statistics (or an equally rigorous mathematics course);
    - 1.0 credit in Chemistry or Physics;
    - 1.0 credit in a course equally rigorous to chemistry or physics; and
    - 2.0 credits in the same world language.
  - Students must meet satisfactory performance or earn a Level 3 or higher on the Geometry, Biology 1, and U.S. History EOC Assessments.



- Students must earn at least one credit in AP, IB, AICE, or a Dual Enrollment course.
2. **Merit Designation** -In addition to meeting the Standard Diploma requirements, students must attain one or more industry certifications from the list established, per [Florida Statute § 1003.492](#).
  3. **Seal of Biliteracy** -The Seal of Biliteracy is an award in recognition of high school graduating students who have attained a high level of competency in listening, speaking, reading and writing in one or more languages in addition to English, which is signified on a high school graduate's diploma and transcript as either a Gold Seal of Biliteracy or a Silver Seal of Biliteracy. The purpose of the Seal of Biliteracy is to encourage students to study languages, certify attainment of biliteracy skills, provide employers with a method of identifying an individual who has language and biliteracy skills, provide a postsecondary institution with a method of recognizing an applicant with biliteracy skills who is seeking admission to the postsecondary institution, recognize and promote World Language instruction in public schools, strengthen intergroup relationships, affirm the value of diversity, and honor the multiple cultures and languages of a community. [\[Florida Statute § 1003.432\]](#)

In addition to standard diploma requirements, the Seal of Biliteracy requirements are outlined below:

**Silver Seal of Biliteracy:**

1. Earn four (4) world language course credits in the same world language with a cumulative 3.0 grade point average or higher on a 4.0 scale in those world language courses; or
2. Earn a score or performance level on any of the examinations found on the chart shown below:

| Examination   | Score or Performance Level              |
|---|---|
| SAT Subject Test  | 600 or higher                           |
| College Level Examination Program (CLEP)<br>Level Language Exam | Spanish 50-62 French 50-58 German 50-59 |
| International Baccalaureate Language Exam                       | 4 or higher                             |
| Advanced Placement Language Exam                                | 3 or higher                             |
| Advanced International Certificate of<br>Education Subject Test | A, B, C, D, or E                        |
| American Sign Language Proficiency<br>Interview (ASLPI)         | 3 or higher                             |

**Gold Seal of Biliteracy:**

| Examination   | Score or Performance Level                                      |
|---|---|
| SAT Subject Test  | 700 or higher   |
| College Level Examination Program (CLEP)<br>Level 2 Language Exam | Spanish 63 or higher French 59 or higher<br>German 60 or higher |
| International Baccalaureate Language Exam                         | 5 or higher   |
| Advanced Placement Language Exam                                  | 4 or higher   |

1. Earn four (4) world language course credits in the same world language with a cumulative 3.0 grade point average or higher on a 4.0 scale in those world language courses; AND Level 4 or higher on the Grade 10 English Language Arts (ELA) Florida Standards Assessment (FSA); OR



2. Earn a score or performance level on any of the examinations found in the chart below:

Or, for languages which are not tested on the nationally recognized examinations list, demonstrated language proficiency through maintenance of a portfolio of language performance at the intermediate Mid-level or higher for the Silver Seal of Biliteracy or Advanced Low level or higher for the Gold Seal of Biliteracy, based on the ACTFL Proficiency Guidelines 2012 in the modes of communication appropriate for the language.

A high school student who did not enroll in, or complete, world language courses, shall be awarded four (4) world language high school course credits, upon attaining at least the minimum score or performance level for the corresponding level (Silver or Gold). No more than four (4) world language course credits in total should be awarded to a student who qualifies per this option, regardless of any other earning of world language credits or awarding of world language credits.

### **CERTIFICATES OF COMPLETION**

In accordance with [State Board of Education Rule 6A-1.0995\(4\)](#), a Certificate of Completion shall be awarded in a form prescribed by the State Board of Education.

#### **Standard Certification of Completion**

Standard Certification of Completion is awarded to students who meet all criteria established by the School Board and State law, except for meeting satisfactory performance or earning a Level 3 or higher on the required state assessments and/or the required minimum 2.0 cumulative GPA. [[Florida Statute § 1003.4282\(7\)\(c\)](#)]

Any student who is otherwise entitled to a Certificate of Completion may elect to remain in the high school either as a full-time student or a part-time student for up to one additional year and receive special instruction designed to remedy his/her identified deficiencies, in accordance with [Florida Statute § 1003.4282\(7\)\(c\)](#).

A student who has received a Certificate of Completion who subsequently meets the requirements for a Standard High School Diploma shall be awarded a Standard High School Diploma dated the school year in which the requirements are completed.

Students who receive a Standard Certificate of Completion will have the following options:

1. take the Grade 10 FSA ELA/End-of-Course (EOC) Assessments;
2. meet the concordant/comparative scores as described in:  
<http://www.fldoe.org/core/fileparse.php/7764/urlt/GradRequireFSA.pdf>;
3. return to school for a 13<sup>th</sup> year to remediate the Grade 10 FSA ELA/EOC Assessment and/or GPA;
4. stay in school and enroll in a Performance-Based Exit Option Model;
5. enroll in an Adult GED Program or credit program; or
6. take the Postsecondary Education Readiness Test (P.E.R.T.) and attend Palm Beach State College while continuing to take the Grade 10 FSA ELA and/or Algebra 1 EOC Assessment if the only

graduation deficiency is Grade 10 FSA ELA and/or Algebra 1 EOC Assessments.

## **RECOGNITION OF VALEDICTORIAN/SALUTATORIAN**

To be eligible for valedictorian or salutatorian recognition, a student must have attended STA Academy for three complete years, two of which must be the junior and senior years, two of which must be the junior and senior years. A student who is required to change schools due to a District initiated boundary change will be eligible to share the recognition as valedictorian or salutatorian with a fully eligible student, without meeting the three-year attendance requirement in the same school. For example, if a student does not meet the three-year attendance requirement in the school due to a boundary change and is ranked number one, that student will share the recognition of valedictorian with the student with the next highest rank who meets the three-year attendance requirement. Furthermore, if a student does not meet the three-year attendance requirement in the school due to a boundary change and is ranked number two, that student will share the recognition of salutatorian with the student with the next highest rank who meets the three-year attendance requirement.

Students selecting an 18-Credit ACCEL Graduation Option or electing to complete the 24-Credit Option in three years will not be eligible for valedictorian/salutatorian. An early admission student enrolled full-time in a college or university during any portion of his/her senior year will not be eligible for valedictorian/salutatorian.

### **Valedictorian/Salutatorian Calculation**

1. The valedictorian/salutatorian award will be based on grades earned after promotion from 8<sup>th</sup> grade through the first semester of 12<sup>th</sup> grade.
2. The valedictorian will be the student with the highest HPA, carried to the ten-thousandth place.
3. The salutatorian will be the student with the second highest HPA, carried to the ten-thousandth place.
4. In the case of a tie for the highest HPA, co-valedictorians will be named, and the student with the third highest HPA will be designated as salutatorian. In the case of a tie for the second highest HPA, co-salutatorians will be named.

## **FLORIDA DEPARTMENT OF EDUCATION SCHOLARSHIPS Florida**

### **Bright Futures Scholarship Program**

Per [Florida Statute § 1009.53](#), the Florida Bright Futures Scholarship Program is created to establish a lottery-funded scholarship program to reward any Florida high school graduate who merits recognition of high academic achievement, and who enrolls in a degree program, certificate program, or applied technology program at an eligible Florida public or private postsecondary education institution within three years of graduation from high school. For information regarding Bright Futures Scholarship recipients attending nonpublic institutions, refer to [Florida Statute §1009.538](#).

Additional information can also be obtained from the Florida Bright Futures Scholarship Program website located at: <http://www.floridastudentfinancialaid.org/SSFAD/bf/>.

The Florida Bright Scholarship Program consists of three awards:

- Florida Academic Scholars Award;
- Florida Medallion Scholars Award;
- Florida Gold Seal Vocational Scholars Award; and
- Florida Gold Seal CAPE Scholars Award.

Each award has its own academic eligibility requirements, award amounts, and funding length. A student may receive funding for only one of the above awards. The highest award earned by the student will be selected. The eligibility requirements are subject to change with each legislative session.

Home Education students may apply for the Bright Futures Scholarship Program if registered with the School District's Home Education Office during Grades 11 and 12 with qualifying SAT or ACT scores. The Home Education Office verifies registration and community service hours in accordance with Florida Department of Education (FLDOE) guidelines and applicable statutes. [\[Florida Statute § 1002.41\]](#)

## REMEDIATION AND RETENTION

### IDENTIFICATION OF STUDENTS IN NEED OF REMEDIATION

The following sections identify performance levels as they relate to the Florida Standards Assessment (FSA), Florida Standards Assessment English Language Arts, End-of-Course (EOC) Assessments, School District of Palm Beach County Literacy Assessment System, and additional optional assessments. This permits decision-makers to identify the overall achievement of each child through District and statewide assessments and allows for a narrower focus on student achievement for the purposes of remediation decisions. Teachers and administrators may examine the student's reading, writing, mathematics, science, and/or social studies performance to determine whether a student is in need of remediation in one or more of these areas.

### HIGH SCHOOL (9-12) REMEDIATION REQUIREMENTS

In accordance with [Florida Statute § 1008.25\(3\)](#), remedial and supplemental instruction resources must be allocated first to students who fail to meet achievement performance levels required for promotion. The STA provides remedial instruction for those students with substantial reading, writing, science, and/or mathematics deficiencies as identified by District or State testing.

In accordance with [Florida Statute § 1008.25\(2\)\(a\)](#), high schools shall use all available assessment results to advise high school students of any identified deficiencies and to provide appropriate postsecondary preparatory instruction before high school graduation.

In accordance with [Florida Statute § 1008.25\(4\)\(b\)3](#), remedial instruction shall be provided through implementation of a Progress Monitoring Plan (PMP), a Student Plan for Services for English Language Learners (ELLs), an Individual Educational Plan (IEP), or a student's 504 Accommodation Plan, developed in consultation with a parent. If a student does not meet the minimum performance expectations, remedial instruction will be provided until expectations are met, the student graduates from high school, or the student is not subject to compulsory attendance.

Credits earned in remedial instruction courses must be in addition to, but may not be in lieu of, English and mathematics credits required for graduation. These courses will be considered elective credits. [\[Florida Statute § 1003.4282\(5\)\]](#)

Students who do not meet satisfactory performance or earn a Level 3 or higher on the required statewide assessments are provided remedial instruction, which may be incorporated into the student's content course. Seniors who have not met satisfactory performance or earned a Level 3 or higher on the required statewide assessments, or who do not have the required minimum 2.0 Grade Point Average (GPA), may elect to attend school for an additional year.

Students who are deficient in credits or in need of grade forgiveness may enroll in the Florida Virtual School other credit programs may be developed by the School District to assist students:

- Palm Beach Virtual Franchise; and
- Florida Virtual School.

## High School Reading Remediation

The goal of reading remediation is to provide students with the skills and strategies necessary to assist them in reading text that is on grade level. In compliance with state guidelines ([Fla. Stat. 1008.25](#)), the SDPBC follows the outlined criteria to determine the level of reading support provided for students.

All students in grades 9-10 scoring a level 1 or 2 on the previous year's FSA ELA assessment must receive reading support as appropriate per the guidance below. Students in Grades 9-10 may also be determined to be in need of reading intervention based on all available data, such as previous year's Winter Diagnostic results and teacher input. Students in Grades 11 and 12 who did not meet satisfactory performance on the previous year's FSA ELA must also receive intensive reading support. The level of support necessary for students in Grades 9-12 depends upon school personnel input and the results of the Reading Plus Benchmark Assessment.

1. If a student is two or more years below grade level as determined by approved reading assessment(s) listed in the District's State-approved Comprehensive Research-Based Reading Plan (CRRP):
  - a. He/she must take either two periods of intensive reading or one period of intensive reading along with a period of a content area class (other than ELA) taught by a reading endorsed, reading certified teacher, NGCAR-PD certified or Content Literacy Strategies (CLS) designated teacher. School personnel input will determine which path is most appropriate.
  - b. He/she must receive additional assessment (such as the Phonics Inventory) to determine deficiencies related to phonics or decoding. Students who are determined to be in need of support with phonics and/or decoding should receive instruction and materials in his/her intensive reading class(es) that specifically target this support need.
2. If a student is not two or more years below grade level as determined by an approved reading assessment, then he/she must take one period of intensive reading or one period of a content area class (other than ELA) taught by a reading endorsed, reading certified, or NGCAR-PD certified or Content Literacy Strategies (CLS) designated teacher. School personnel input will determine which path is most appropriate.
3. For Students with Disabilities, the IEP Team may recommend appropriate remediation.
4. For students with an English Language Learner Plan, the ELL Committee may recommend appropriate remediation on the student's individual ELL Plan.

## Algebra 1 Remediation

Scoring at or above achievement Level 3 on the Algebra 1 End-of-Course (EOC) Assessment (or Access Algebra 1 End-of-Course Assessment) indicates satisfactory performance and awards the student credit in Algebra 1 (Access Algebra 1).

If a student does not meet the minimum score of Achievement Level 3 or above, the student may move on to the next mathematics course but must retake the Algebra 1 EOC Assessment or meet the concordant/comparative scores as described in:

In accordance with [Florida Statute § 1003.4282\(5\)\(b\)](#) and general requirements for high school graduation, students scoring a Level 1 or Level 2 on the Algebra 1 EOC Assessment, who need to retake the assessment, must enroll in and complete an intensive remedial course the following year or be placed in a content area course that includes remediation of skills not acquired by the student.

#### **High School Complementary Options for Remedial Instruction**

- Content Area Course
- Before or After School Tutorial
- Contracted Academic Services
- Suspension of Other Curriculum
- Online Coursework
- Other Strategies

**NOTE:** Complementary options for remedial instruction in reading may be offered in addition to, not in place of, required reading interventions as detailed in the District's [9-12 Comprehensive Research-Based Reading Plan](#) and the [High School Reading Remediation](#) section of this document. In addition, remedial course offerings (intensive courses in reading or language arts) must be taken **in addition** to language arts courses, not in lieu of these courses.

### **PROGRESS MONITORING**

#### **GENERAL PROGRESS MONITORING PLAN (PMP) PROCESS**

A PMP is intended to provide the STA and the school flexibility in meeting the academic needs of the student. A student who is not meeting the School District or State's requirements for satisfactory performance in reading, writing, mathematics, and/or science must have one of the following plans to target instruction and identify ways to improve his/her academic achievement:

- a federally-required student plan addressing specific needs, such as an Individual Education Plan (IEP);
- a school-wide system of progress monitoring for all students; or

The PMP process must begin as soon as students are newly identified as needing remediation. All students PMPs must be in place and implemented, including those who transfer into the STA, within forty-five (45) calendar days of being identified as needing remediation.

In accordance with [Florida Statute § 1008.25\(4\)\(b\)](#), all PMPs are to be developed through the collaboration of the receiving teacher(s) and the parent(s) and approved by the principal. In the case of students receiving continued remediation, recommendations of the sending teacher(s) are to be reviewed as a part of the PMP process.

It is the responsibility of the teacher and the principal to ensure that the PMP is substantive and that the outlined instructional and support services are provided. The PMP will assist schools and teachers in the implementation of research-based strategies.

The PMP should clearly identify the following:

- the specific diagnosed academic needs to be remedied;
- the success-based intervention strategies to be used;
- how, when, how often, by whom, and how long intensive remedial instruction is to be provided; and
- the monitoring and reevaluation activities to be employed.

The selection of a PMP is a school-based decision, except in situations when an individual PMP is required for certain elementary students. A school-wide plan can be developed that indicates the diagnostic tools, strategies and interventions to be used across the school and at all grade levels. If a school-wide plan is used, schools must:

- complete the school-wide plan;
- provide copies of the completed form to all staff members;
- ensure teachers of eligible students are aware of their students who are included within this plan and verify that what they plan to do to remediate and progress monitor these students is listed on the school-wide form;
- teachers should make every effort to make parent contact;
- document attempts to inform parents;
- periodically, after assessments are completed, teachers should review the plan and document changes being made to ensure that every effort is employed to remediate the student;
- at the end of the year, the teacher should review the plan and each student's progress to determine if a PMP is necessary for the following school year.

### **ENGLISH LANGUAGE LEARNERS (ELLs) PROGRESS MONITORING**

If a student has an ELL Plan, this Plan may include strategies and the student may not need a PMP. However, if the ELL Plan does not include the required strategies to remediate the student's deficiency, a PMP can be written. An ELL Plan can be amended to include the strategies so that a PMP would not be necessary.

### **EXCEPTIONAL STUDENT EDUCATION (ESE) PROGRESS MONITORING**

When a student with a disability is determined to be performing below grade level in reading, writing, mathematics, and/or science, the IEP Team shall convene to review the IEP. The student's IEP must address all of the student's educational needs including the student's below grade level performance. The IEP Team may consider PMP to address the student's educational need in reading, writing, mathematics, and/or science.

### **PROCEDURES FOR IMPLEMENTING THE PROGRESS MONITORING PLAN (PMP)**

Each Plan must outline an intensive remedial program in the area(s) of weakness designed to assist the student in meeting State and/or District expectations for satisfactory performance. Each student who does not meet the levels of performance, as determined by the District/State in reading, writing, mathematics, and science, and for each grade level or who scores below Level 3 on the ELA or Mathematics Florida Standards Assessment, must be provided with additional diagnostic assessments to

determine the nature of the student's difficulty, areas of academic need, and strategies for appropriate intervention. [[Florida Statute § 1008.25\(4\)\(a\)](#)]

If the student has been identified as having a deficiency in reading, refer to the 6-12 Comprehensive Reading Plan, which includes instructional and support services to meet the desired levels of performance.

- Data from the additional assessments are to be used to formulate the student's PMP.
- Diagnosis and remediation will occur as soon as possible, after a student has been identified as deficient in reading, writing, mathematics, and/or science or as needing mandatory remediation.

Diagnostic assessments may include:

- a portfolio of student work;
- teacher assessment;
- tesst/placement tests; and/or
- diagnostic software results.

At the conclusion of the school year, the teacher(s) of the student who had a PMP determine(s) whether the student is in need of further remediation and makes recommendations regarding the student's educational program for the following year.

#### **Additional PMP Requirements for Secondary School Students**

If the student identification occurs during the fourth marking period, the diagnosis will be made at the beginning of the following school year with remediation immediately following.

For each year in which a student scores at Level 1 or Level 2 on the FSA ELA, the student must, the following year, be enrolled in and complete, at a minimum, an intensive reading course or a content area course in which reading strategies are delivered. Placement of Level 1 and Level 2 readers in reading intervention shall be determined by diagnosis of reading needs.

Guidance will be provided regarding appropriate strategies for diagnosing and meeting the varying instructional needs of students reading below grade level. Reading courses shall be designed and offered pursuant to the K-12 Comprehensive Reading Plan. [[Florida Statute §1003.4156\(2\)](#)]

Middle school students who score a Level 1 or Level 2 on FSA ELA are required to receive reading intervention, either in the form of an intensive reading course or a content area class taught by a reading endorsed, reading certified, NGCAR-PD certified, or Content Literacy Strategies (CLS) designated teacher, depending on the student's Reading Plus Benchmark Assessment results and school personnel input.

For each year in which a high school student scores at Level 1 or Level 2 on the mathematics and/or science statewide assessments, the student may have an individual or school wide PMP and must receive remediation, which may be incorporated into the student's content course. [[Florida Statute § 1008.25\(4\)\(a\)\(b\)](#)]



## **HIGH SCHOOL (9-12) PROGRESS MONITORING**

### **English, Mathematics, and Science Progress Monitoring**

High school students are expected to receive passing grades in the required English, mathematics, and science courses. Those students, who fail to receive passing grades, will be provided interventions and strategies.

Teachers and administrators may examine the student's reading, writing, mathematics, and/or science performance to determine whether a student is in need of remediation in one or more of these areas.

## REPORTING STUDENT PROGRESS

[Florida Statute § 1003.33](#) requires that STA Schools' report cards clearly depict and report the following:

- the student's academic performance in each class or course (based upon examinations, as well as written papers and other academic performance criteria), and must include the student's performance or nonperformance at his/her grade level;
- the student's conduct and behavior; and
- the student's attendance, including absences and tardiness.

The student's final report card for a school year shall contain a statement indicating end-of the-year status regarding performance or nonperformance at grade level, acceptable or unacceptable behavior and attendance, and promotion or non-promotion. [[Florida Statute § 1003.33\(2\)](#)]

### EXCEPTIONAL STUDENTS EDUCATION (ESE) STUDENTS

Parent(s) of students with disabilities enrolled in Exceptional Student Education (ESE) must also be informed of their child's progress toward his/her annual Individual Education Plan (IEP) goals at least as often as their non-disabled peers receive progress reports during each marking period. A statement specifying the method and frequency of the progress of a student with a disability is reported and included in the student's IEP.

### PARENT WRITTEN NOTIFICATION REQUIREMENTS

As outlined in [Florida Statute § 1008.25\(8\)\(a\)](#), an annual written report must be provided to the parent of each student on the student's progress toward meeting satisfactory performance. All communication (written and verbal) with parents must be in a language they understand unless clearly not feasible.

1. Parent(s) must be notified in writing of the District's promotion requirements. Parent(s) of English Language Learners (ELLs) must be notified using the appropriate translated version of the District's promotion requirements.
2. All notifications to parent(s) who are not proficient in the English Language shall be in the language or other mode of communication commonly used by the parent(s) unless such communication is clearly not feasible.
3. School personnel will notify parent(s) in writing of student progression and/or promotion/graduation requirements within the first two months of school. The requirements may be included in the parent/student handbook or sent home in some other written form. [[Florida Statute § 1008.25](#)]

4. For students identified as substantially deficient in reading, writing, mathematics, and/or science, remediation instruction will be provided through the implementation of a student's IEP (e.g., PMP, IEP, ELL Plan, and Section 504 Accommodation Plan) developed in consultation with the parent(s). The student's IEP, with the signature of the parent(s), will serve as written notification as required by [Florida Statute § 1008.25](#).

### **Additional High School Requirements for Parent Notification**

1. Parent(s) of a student who is in danger of failing a course or not meeting promotion requirements must be notified in writing<sup>27</sup> at mid-term or at any time thereafter when a student is in danger of not meeting the course/promotion/graduation requirements.
2. At the end of each semester, parent(s) of students who do not meet promotion/graduation requirements will be notified in writing of the requirements for remediation and/or credit accrual programs.
3. A report card is issued to each student at the end of each four and a half week marking period and serves as a written notification of the student's progress. The report card issued at the end of each quarter indicates if the student will receive credit for each course and reflects the student's attendance as required by [Florida Statutes §§ 1002.20\(14\)](#), [1003.02\(1\)](#), and [1003.33](#)/ The student's final report card for the school year will indicate end-of-the year status regarding performance or non-performance at grade level, acceptable or unacceptable behavior, and attendance and promotion. [[Florida Statute § 1003.33\(2\)](#)]
4. At the end of each semester, notification must be made to the parent(s) of each student who has a cumulative GPA of less than 0.5 above the cumulative GPA required for graduation. This notification shall include an explanation of the policies the STA has put in place to assist the student in meeting the GPA (e.g., homework hot-line, forgiveness rule, summer session, counseling, tutoring, DOP programs, and study skills courses).

### **FREQUENCY OF GRADE REPORTS**

STA Academy and STA Success Center in the STA report grades to parents on a four and a half schedule, based on ***Student Progress and Grade Report (STCAI/STPAI/STACI 0638)***.

All report card forms are available in English, Creole, Portuguese, and Spanish. In addition, all notification to parents who are not proficient in the English language shall be in the language or other mode of communication commonly used by the parent unless such communication is clearly not feasible.

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<sup>27</sup> All communication (written and verbal) with parents/guardians must be in a language they understand unless clearly not feasible.

## GENERAL GRADING RULES FOR MIDDLE AND HIGH SCHOOL STUDENTS

1. Grades are based on the quality of student performance relative to expected levels of achievement of the Next Generation Sunshine State Standards (NGSSS), Florida Standards (FS), as applicable, the course frameworks, and/or course syllabus approved by the principal/designee.
2. Grades will be determined by multiple measures including, but not limited to, the following:
  - classroom assignments: work completed during the scheduled class timed computer programs);
  - homework: requires time and effort outside of the scheduled class time [[School Board Policy 8.16](#)];
  - examinations, tests, and/or quizzes; and/or
  - alternative methods (based on a predetermined set of criteria). [[Florida Statute §1003.33\(1\)\(a\)](#)]
3. A minimum of two grades per week will be recorded to justify the marking-period grade. A marking-period grade is not based solely on a single project.
4. A recorded grade may not be changed after report cards are finalized, except for one of the following situations:
  - The change is initiated by the teacher of record and approved by the principal. **Signatures of both the teacher of record and the principal are required**; or
  - The change is initiated by the principal and approved by the Regional/Instructional Superintendent. Signatures of both the principal and the Regional/Instructional Superintendent are required. The teacher will be consulted prior to the initiation of grade change by the principal if the teacher is on duty. If the grade change is initiated when the teacher is not on duty, the teacher will be notified in writing upon his/her return. Only in justified cases may a principal change a marking code without teacher consent and then only with the approval of the Regional Superintendent.
  - The grade change is a result of the student successfully completing the school's MSCR Program. Signatures by the MSCR instructor or MSCR Program Coordinator, and the principal are required.

For all cases, any grade change requires two signatures, either through the Student Information System grade change process or by using the Grade/Course Change Documentation (PBSD 0797) indicating the change and the reason for the change. The procedures to correct a student record are set forth in [School Board Policy 5.50, 34 C.F.R. § 99.20.22](#), and the [Classroom Teachers Association \(CTA\) Collective Bargaining Agreement](#).

5. Academic performance and behavior must be evaluated independently (see [Reporting Student Conduct](#)). [[School Board Policy 8.16](#)]
6. Students may not be exempt from academic performance requirements based on practices or policies 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 requirements. [[Florida Statute § 1003.33\(2\)](#)]
7. School districts must keep a record of courses taken and a record of achievement, such as grades.

Student records cannot be altered at any time unless it has been determined that the information is inaccurate, misleading, or in violation of the privacy or other rights of the student. All courses and grades must be included on the student's transcript. [[State Board of Education Rule 6A-1.0955\(3\)](#), [School Board Policy 5.50](#), and Title 34, Code of Federal Regulations (CFR) Section, 99.21]

## EXCEPTIONAL STUDENT EDUCATION (ESE) GRADING RULES

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

Alternate assessments, including performance assessments, may be used to document progress for the student with a disability who is working on the Florida Standards Access Points. Criteria and evaluation procedures will be identified and discussed with the student and the parent(s) upon entry to the program and/or at the beginning of each grading period.

## ENGLISH LANGUAGE LEARNER (ELL) GRADING RULES

No English Language Learner (ELL) may be denied the opportunity to earn above average grades because of placement in the English for Speakers of Other Languages (ESOL) Program or due to the accommodations prescribed in the student's ELL Plan or the lack of English language proficiency.

## DESCRIPTION AND DEFINITION OF MIDDLE AND HIGH SCHOOL GRADES

The grading system and interpretation of letter grades for all middle and high schools must comply with the grade scale identified in [Florida Statute § 1003.437](#). These grades are used to measure student success in courses Grades 6-12.

|          |                   |                            |   |
|----------|-------------------|----------------------------|---|
| <b>A</b> | <b>(90-100)</b>   | Outstanding Progress       | Indicates thorough mastery of the subject   |
| <b>B</b> | <b>(80-89)</b>    | Above Average Progress     | Indicates above average mastery of the subject  |
| <b>C</b> | <b>(70-79)</b>    | Average Progress           | Indicates average mastery of the subject  |
| <b>D</b> | <b>(60-69)</b>    | Lowest Acceptable Progress | Indicates below average mastery of the subject  |
| <b>F</b> | <b>(Below 60)</b> | Failure                    | Indicates lack of mastery of the subject  |
| <b>I</b> |                   | Incomplete                 | Indicates a problem that causes the student's work to be incomplete. For example: <ul style="list-style-type: none"> <li>• Student has not been enrolled in a class long enough to determine a grade.</li> <li>• Transfer student's grades from previous school have not been received.</li> <li>• Student's Dual Enrollment grade is delayed.</li> <li>• Student has not received an EOC grade for a required EOC course.</li> </ul> <b>All effort should be made to allow a student ample opportunity to make up work and/or exams in order to change the grade of "I".</b> |

Grade averages are calculated to two decimal places (with no rounding). When assigning letter grades, an average with 0.50 or higher **must** be rounded up (i.e., 79.50 is a "B", and 79.49 is a "C").

**NOTE:** The letter grades (“N”, “M”, “W”, and “E”) are used for report card purposes only. Unless changed, a grade of “N” or “I” will cause the semester average to be computed as an “F” on the student transcript.

### Grade of E: Examination Exemption (High School Only)

Indicates the student is exempt from the semester examination. This grade can only be used during second semester of the student’s senior year.

### Grade of I: Incomplete

An I (Incomplete) in any marking period or exam grade, unless changed, remains on the report card and the final course grade will be reported as an I on the student’s transcript and computed as an F in the grade point average. All effort should be made to allow the student to complete assignments in order to earn a grade for each course in which he/she is enrolled.

### Grade of M: Valid Missing Work High School:

Grades are not required for a student who enters a class within the last three weeks of the second or fourth marking period, but enrollment during this time should not preclude a student from earning semester grades if appropriate. With the principal’s permission, a grade of M may be recorded on the report card for a student who has not been enrolled a sufficient number of days to be evaluated. All effort should be made to allow the student to complete a sufficient number of assignments in order to earn a grade for each course in which he/she is enrolled. Prior enrollment in school should be taken into consideration when recording a grade of M for the semester. The principal/designee can make an exception and award grades of M for a student who enrolls prior to the last 3 weeks of the semester. The M is for report card purposes only and does not appear on the final student transcripts. M does not compute as a grade and does not provide credit.

### Grade of N: No Credit (Attendance Problem)

Grade of “N”. Grade of “N” is applicable only to students enrolled in high school credit courses and indicates the student has exceeded the absence limits and has not met course mastery requirements. For FY21, a grade of N will not be used for Semester 1 due to the removal of the Semester 1 exam requirement.

- For courses that do not require an End-of-Course (EOC) Assessment, an “N” (no credit) is recorded as the semester exam grade when the student has not been in attendance for at least 90 percent of the semester per course and has not demonstrated mastery, by passing at least one nine-week marking period and the semester exam.
  - For courses that require an EOC Assessment, an N (no credit) is recorded as the fourth nine-weeks grade when the student has not been in attendance for at least 90 percent of the school year per course and has not demonstrated mastery, by passing the fourth nine-week marking period or by earning a Level 3, 4, or 5 on the corresponding EOC. If the student earns a Grade of N for the fourth nine-weeks and earns a Level 3, 4, or 5 on the corresponding EOC, they will have their final course grade calculated using an F as the fourth-nine weeks’ grade. If the final grade results in an F, course credit may be awarded with a grade of T. However, the final grade of F will remain on the student’s transcript and will be calculated in the cumulative GPA/HPA.
- For the purpose of grade calculation, a grade of “N” will result in a semester grade of “F” for

non-EOC courses and final year-long grade of “F” for EOC courses.

#### Grade of NG: No Grade

A grade of NG should be recorded as a previous quarter grade for students who transfer in without grades. All effort should be made to obtain the grades from the previous school. A grade of NG will remove that marking period from the calculation of the final course grade.

#### Grade of P: Pass

- The grade of P (Pass) is used when validating/granting transfer credit for coursework when an official transcript or grades that equate to those used in Palm Beach County cannot be obtained. It is also used when P is specified on an official transcript. It results in credit for coursework but does not affect the GPA.
- A grade of P is also awarded for middle school courses to show course recovery status was awarded by passing the corresponding statewide standardized assessment.
- Students with disabilities who have either completed a Special Diploma or deferred receipt of their standard diploma and are enrolled in ESE transition or other elective courses should be graded using a Pass/Fail grade.
- Students opting to earn their credit using the [blended credit option](#) will be awarded a grade of P for the semester in which the F was earned. The original course and semester grade of F will remain on the student’s transcript. For these purposes, a grade of P is a transcripts grade only, not a report card grade.

#### Grade of T: Passed Exam

The Grade of T is used when a student earns course credit through the Credit Acceleration Program. This grade is used exclusively for AP, EOC, and CLEP. A grade of T is a transcript grade only, not a report card grade. It results in credit, but does not affect the GPA.

#### Grade of “W”: Withdrawn

Indicates withdrawal from a Dual Enrollment course. A Dual Enrollment course that results in a grade of W will be entered on the student’s high school transcript, as required by State Board of Education Rule 6A-1.09941.

### **REPORTING STUDENT CONDUCT**

At the secondary level, teachers record their best judgment of how each student's behavior affects learning in the classroom. The following are the general descriptions used in secondary schools:

- |  |
|--|
| <ul style="list-style-type: none"><li>4 Student's behavior very constructive to learning</li><li>3 Student's behavior generally supportive of learning</li><li>2 Student's behavior detrimental to own learning</li><li>1 Student's behavior detrimental to own learning and/or the learning of others</li></ul> |
|--|

Student conduct indicators are separate from the academic grade earned for the grading period. These conduct indicators reflect the student’s overall conduct in all class activities and cannot be cause for lowering an academic grade.

## REPORTING ATTENDANCE

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

## CALCULATION OF GRADES FOR HIGH SCHOOL COURSES

The semester grade is calculated on a 4.0 system and converted to a letter grade. The following grade point minimum values are used to calculate letter grades:

|                   |          |
|-------------------|----------|
| 3.5 – Above ..... | <b>A</b> |
| 2.5 -3.49 .....   | <b>B</b> |
| 1.5 -2.49 .....   | <b>C</b> |
| 0.5 -1.49 .....   | <b>D</b> |
| Below 0.5 .....   | <b>F</b> |

High school course grades are reported on student transcripts as semester grades with the exception of courses with EOC Assessments. Each marking period grade counts 40 percent of the semester grade. Semester examinations at the high school level count 20 percent of the final semester grade. High school students are required to take a semester examination for each course excluding the exemptions noted below. Semester grades for each course are calculated electronically.

In the event of a state, local, or national emergency, the Superintendent may waive Semester 1 and/or Semester 2 exams.

To receive a passing grade for the semester, the student must earn passing grades in two of the three grades used to calculate the semester average.

### Blended Credit Option

Per Florida Statute §1003.436(2), a student enrolled in a full-year course shall receive a full credit if the student successfully completes either the first half or the second half of a full-year course but fails to successfully complete the other half of the course and the averaging of the grades obtained in each half would result in a passing grade, provided that the following criteria are met:

- One of the semester grades earned must be a C or higher;
- In the semester with the F, the semester exam grade must be a C or higher; and
- Student cannot be absent more than 5% of the semester in which the F was earned

Students opting to earn their credit using this blended credit option will be awarded a grade of P for the semester in which the F was earned. The original course and semester grade of F will remain on the student's transcript.

Prior to choosing this option, the school counselor should advise students and parents regarding possible implications of a grade of P on a transcript.



## Grading Procedures for Courses with an End-of-Course (EOC) Assessment

A student's performance on the statewide EOC Assessment constitutes 30 percent of the student's final course grade. All high school courses with statewide EOC Assessments will be recorded as yearlong courses. The final grade calculation for an EOC course shall be calculated as follows:

| Quarter 1 | Quarter 2 | Semester 1 Exam | Quarter 3 | Quarter 4 | EOC Grade | Final Course Grade |
|-----------|-----------|-----------------|-----------|-----------|-----------|--------------------|
| 15.4%     | 15.4%     | 8.4%            | 15.4%     | 15.4%     | 30%       | 100%               |

For FY21, the final grade calculation for an EOC course shall be calculated as follows:

| Quarter 1 | Quarter 2 | Semester 1 Exam | Quarter 3 | Quarter 4 | EOC Grade | Final Course Grade |
|-----------|-----------|-----------------|-----------|-----------|-----------|--------------------|
| 17.5%     | 17.5%     | E               | 17.5%     | 17.5%     | 30%       | 100%               |

The SDPBC EOC grading scale is: Level 5 = A, Level 4 = A, Level 3 = B, Level 2 = C, Level 1 = D.

- If a student earns an "F" in all four quarters, he/she will receive an "F" in the course, unless a satisfactory score or higher (Level 3-5) is earned on the EOC.
- Students who do not take the required EOC will receive an "I" in the course. After the student makes-up the EOC, the final grade will be recalculated.
- If a student is absent more than 10 percent of the entire school year in an EOC Assessment course, the student must demonstrate mastery. Mastery is defined as earning a passing grade in the fourth-nine weeks or earning a Level 3, 4, or 5 on the corresponding EOC.
  - Students who do not earn a D or higher will receive a Grade of N for the fourth nine-weeks, which will result in a final course grade of F.
  - Students who earn a Grade of N for the fourth nine-weeks and earn a Level 3, 4, or 5 on the corresponding EOC, will have their final course grade calculated using an F as the fourth-nine weeks' grade.
- Earning course credit for an EOC course through the Credit Acceleration Program can be found in the [Academically Challenging Curriculum to Enhance Learning section](#).

### Honors Level Points

1. The STA uses a weighted system to calculate the student's Honor Point Average (HPA). The standard scale is based on 4.0 "A", 3.0 "C", 2.0 "D", 1.0 "D" and 0 for any other grade. The grade received in a course is weighted and awarded according to the Florida Course Code Directory or as determined by the STA.
2. Regular-level courses use the standard scale.
3. Honors-level and gifted-level courses are weighted at 1.125 times the standard scale.
4. Advanced Placement (AP) courses, International Baccalaureate (IB) courses, and Advanced International Certification of Education (AICE) courses are weighted at 1.50 times the standard scale. In order to obtain the 1.50 weighting, a student must take the standardized AP, IB, or AICE

examination; including students taking AP courses through Florida Virtual. **Students who do not take the AP, IB, or AICE examination will not receive AP/AICE weighting for the course(s).** The course code will remain the same; however, the weighting will be changed to honors level 1.125.

All Dual Enrollment classes must be weighted the same as Advanced Placement (AP), International Baccalaureate (IB), and Advanced International Certification of Education (AICE) courses (1.50 times the standard scale). [\[Florida Statute § 1007.271\(16\)\]](#)

### **Senior Exemptions from Semester Examinations**

A graduating senior who has received passing grades in each Blocked Quarter (BQ2 & BQ4) and who has been in attendance for at least 90 percent of the semesters, may, at his/her option, be exempt from the final examination. However, seniors are **not** exempt from any EOC Assessments. Should the graduating senior choose not to take the final examination, the semester grade will be determined by the average of the last two marking period's grades.

Students may not be exempt from academic performance requirements based on practices or policies 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. [\[Florida Statute § 1003.33\(2\)\]](#)

### **FORGIVENESS RULE**

Only courses designated as multiple-credit courses in the Florida Department of Education Course Code Directory may be repeated unless it is eligible for grade forgiveness as defined below.

#### **High School Courses Taken in Middle School**

In accordance with [Florida Statute § 1003.4282\(6\)](#), the Forgiveness Rule applies to a middle school student who has earned either a grade of "C", "D", or "F" in a high school credit course taken during middle school. All other high school grade forgiveness rules in the subsequent section apply.

#### **High School Courses Taken in High School**

1. In accordance with [Florida Statute § 1003.4282\(5\)](#), the following section addresses when courses can be forgiven: Students may repeat a course taken in Grades 9-12 for forgiveness if a grade of "F" or "D" ("D" on a space-available basis) is earned in a course.
2. A course may be forgiven only if a student receives a grade of "C" **or higher** on a subsequent attempt. However, a subsequent transfer grade of "P" (passing) may be used to forgive a "D" or "F" earned previously in the same course. Grade forgiveness cannot be done for a "T" earned through the credit Acceleration Program (CAP).
3. A required course may be forgiven by the same or a comparable course taken subsequently. A regular level course may be used to forgive the same course at the honors, AP/IB/AICE, or dual enrollment level. A lower level of the same course is considered comparable because the benchmarks and/or course objectives are similar.
4. A required course may be forgiven by a Dual Enrollment course of the same subject area and topic. This is considered a comparable course.
5. A non-specific course requirement may be forgiven by another course within the same subject

area. For example, Physics may be forgiven by Ecology.

6. An elective course may be forgiven by another course taken subsequently. Any course that is not being used to fulfill a subject area requirement is considered an elective for forgiveness purposes. When using a different course to forgive an elective, that *course* does **not** have to be taken during the same semester. Examples:
  - A second semester “F” in World Languages may be forgiven by a subsequent first semester “C” in Art.
  - An “F” in law studies (semester long course) taken first semester may be forgiven by a “C” in weight training (semester long course) taken second semester.
  - An “F” second semester in intensive reading (a yearlong course) may be forgiven by a “C” in law studies (a semester course) taken either semester.
7. Students earning a grade of “D” on the repeat effort earn credit for that course-however, the initial failing grade is not forgiven. Students may again choose to repeat the same course, and upon earning a grade of “C” **or higher**, all earlier grades will be forgiven.
8. In all cases of grade forgiveness, only the new grade, of “D” or higher, shall be used in the calculation of the student's grade point average. Any course grade not replaced, according to a district school board forgiveness policy, shall be included in the calculation of the cumulative Grade Point Average (GPA) required for graduation.
9. In all cases where courses are forgiven under the provisions above, the initial “F” or “D” grade(s) will remain as part of the academic history. Students should be advised that many universities calculate GPAs based on all courses attempted.

Seniors behind cohort or in in need of grade forgiveness may take Grade Forgiveness Courses through Edgenuity. These seniors can take courses for original credit. Grade Forgiveness courses should not be used for acceleration. If the student’s final average, with the EOC SDPBC Student Progression Plan 2019-2020 Page 149 Assessment as 30 percent, results in a course grade of “D” or “F”, the options for the student include one of the following:

- taking a credit recovery version of the course (CR)
- retaking the course through a virtual program

If taking a credit recovery version of the course or retaking the entire course through a virtual program, results in a final course average of “C” or above, then this grade will replace the “D” or “F”. If it does not result in a “C” or above, then the original course average stands and is not replaced. Only one credit is allowed per course, so only one grade per course should be included as part of the student’s GPA. Any course not replaced according to a school district board forgiveness policy shall be included in the calculation of the cumulative GPA required for graduation.” [\[Florida State Statute § 1003.4282\(6\)\]](#)

## ASSESSMENTS

### HIGH SCHOOL ASSESSMENT PROGRAM

Each student's progression from one grade to another is determined, in part, upon proficiency in English Language Arts (ELA), mathematics, social studies and/or science. Information in the Student Progression Plan facilitates recognizing such proficiency. In accordance with [Florida Statute § 1008.25\(1\)](#), each student and his/her parent will be informed of the student's progress.

#### **Florida Standards Assessments (FSA)/Next Generation Sunshine State Standards (NGSSS) Assessments**

In accordance with Florida Statute § 1008.22(3) & (6) and State Board of Education Rule 6A1.09422, all eligible students in Grade 3 and above must participate in all regular District and statewide assessments for accountability purposes, except as prescribed by the Commissioner of Education. The Florida Standards Assessment (FSA) is the current statewide assessment designed to measure student achievement of the Florida Standards in ELA (Grades 3-10), Writing (Grades 4-10), and Mathematics (Grades 3-8). The Statewide Science Assessment measures student achievement of the Next Generation Sunshine State Standards (NGSSS) in Science (Grades 5 and 8).

#### **End-of-Course (EOC) Assessments**

The Florida Next Generation Sunshine State Standards (NGSSS) EOC Assessments and the Florida Standards (FS) EOC Assessments are designed to measure student achievement of the NGSSS and the FS for specific courses that include Algebra 1, Geometry, Biology 1, Civics, and U.S. History, as outlined in the course descriptions. Any students enrolled in any of the courses that require an EOC Assessment shall participate in the EOC Assessment administration that is specific to that course. Students who do not take the required EOC Assessment will receive an "I" in the course. After the student makes-up the EOC, the final grade will be recalculated.

#### **The Florida Standards Alternate Assessment (FSAA) for Students with Significant Cognitive Disabilities**

The FSAA provides options to those students for whom participation in the FSA is not appropriate, even with accommodations, as identified in the student's Individualized Education Plan (IEP). It is expected that only students with the most significant cognitive disabilities who are eligible under the Individuals with Disabilities Education Act (IDEA) will participate in the FSAA.

#### **Statewide Assessment Program Schedule**

For more information on statewide assessments refer to the *Florida Statewide Assessment Program 2016-2017 Schedule* located at: <http://www.fldoe.org/asp/schedule.asp>.

#### **Assessing Comprehension & Communication in English State-to-State for English Language Learners 2.0 (ACCESS for ELLs 2.0) & Alternate ACCESS (Grades 6-12)**

Florida uses the ACCESS for ELLs 2.0 & Alternate ACCESS tests as a tool to measure the progress of English Language Learners (ELLs) proficiency in English; thus, ensuring the skills needed in school to achieve at high levels, academically.

## **Postsecondary Education Readiness Test (P.E.R.T.)**

P.E.R.T. is Florida's customized common placement test. The purpose of the P.E.R.T. is to determine accurate course placement based on the student's skills and abilities. The P.E.R.T. is aligned with the Postsecondary Readiness Competencies identified by Florida faculty as necessary for success in entry-level college credit coursework. The P.E.R.T. assessment system includes placement and diagnostic tests in mathematics, reading and writing. In addition, the P.E.R.T. may be used to meet the Algebra 1 EOC graduation requirement for students entering Grade 9 in FY18 or earlier.

## **National and International Education Comparisons**

Pursuant to [Florida Statute § 1008.22 \(2\)](#), Florida school districts shall participate in the administration of the National Assessment of Educational Progress, or similar national or international assessments, both for the national sample and for any state-by-state comparison programs that may be initiated, as directed by the Commissioner. The administration of such assessments shall be in addition to, and separate from, the administration of the statewide, assessments.

## **ADDITIONAL 9-12 ASSESSMENTS**

### **Grade 9 through Grade 12 Assessments**

- Reading Plus Interim Benchmark (Grades 6-12)
- Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT)
- School Day SAT
- Advanced Placement (AP) Exams
- Industry Certification Exams
- School, District-adopted/developed mathematics, science, social studies, and language arts (reading, writing, language, speaking and listening) program assessments

## **STATEWIDE STANDARDIZED ASSESSMENTS**

Pursuant to [Florida Statute § 1008.22\(3\)](#) and [State Board of Education Rule 6A-1.09422\(2\)&\(3\)](#), all eligible students in Grades 3 and above must participate in all State and District assessments for accountability purposes, except as prescribed by the Commissioner of Education or waived for medical reasons. The table below provides an overview of the Florida Standards Assessment (FSA), Statewide Science Assessment, and the End-of-Course (EOC) Assessments and the grade levels in which they are administered.

## 2020-2021 Statewide Assessments

| Assessment   | Grades Assessed  |   |   |   |   |   |   |    |    |    |
|--|--|---|---|---|---|---|---|----|----|----|
|  | 3  | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Florida Standards Assessment in ELA Reading Component<br>Florida Standards Alternate Assessment in ELA | X  | X | X | X | X | X | X | X  |    |    |
| Florida Standards Assessment in ELA Writing Component  |  | X | X | X | X | X | X | X  |    |    |
| Florida Standards Assessment in Mathematics<br>Florida Standards Alternate Assessment in Mathematics   | X  | X | X | X | X | X |   |    |    |    |
| Statewide Science Assessment   |  |   | X |   |   | X |   |    |    |    |
| Algebra 1 FSA/FSAA EOC Assessment  | Administered to students who complete specific course work |   |   |   |   |   |   |    |    |    |
| Geometry FSA/FSAA EOC Assessment   |  |   |   |   |   |   |   |    |    |    |
| Biology 1 NGSSS EOC Assessment/Access<br>Biology 1 EOC   |  |   |   |   |   |   |   |    |    |    |
| U.S. History NGSSS EOC Assessment/Access<br>U.S. History EOC   |  |   |   |   |   |   |   |    |    |    |
| Civics NGSSS EOC Assessment/Access<br>Civics EOC   |  |   |   |   |   |   |   |    |    |    |

**Board Meeting  
March 11, 2021**

**Governing Board of Directors  
SouthTech Charter Academy, Inc.**

**Agenda Item  
B-1**

**Motion:**

I recommend that the Board approve the Personnel Actions for the previous month

**Summary Information:**

This item covers Personnel actions for the previous month, including any resignations, terminations, and new hires.

Attachments: Personnel Actions List

**Presented By:**

Jennifer Melillo, Human Resource Manager

**Financial Impact:**

**SOUTH TECH ACADEMY  
PERSONNEL ACTIONS  
March 2021**

| <b><u>Personnel Action</u></b> | <b><u>Employee Name</u></b> | <b><u>Position</u></b> | <b><u>Effective Date</u></b> |
|--------------------------------|-----------------------------|------------------------|------------------------------|
|--------------------------------|-----------------------------|------------------------|------------------------------|

**New Hires/ Transfers**

**Resignations/Terminations**

Resignation:

|                |                        |           |
|----------------|------------------------|-----------|
| Kathleen Pyles | Mathematics Instructor | 3/22/2021 |
|----------------|------------------------|-----------|

**Retirement/Leave of Absence**

Retirement:

|                   |                |           |
|-------------------|----------------|-----------|
| Kathryn McInerney | Fiscal Officer | 3/31/2021 |
|-------------------|----------------|-----------|



**Motion:**

I recommend that the Board approve and ratify the monthly financial statements for month ending January 31, 2021 required by the Sponsor.

**Summary Information:**

The State statutes and the Palm Beach County School District require charter schools to provide financial statements on a monthly basis in the format that School Districts are required to follow. This format is prescribed by the Governmental Accounting Standards Board (GASB).

The monthly statements include:

1. Statement of Revenues, Expenditures and Changes in Fund Balance Budget to Actual
2. The combined Statement of Revenues, Expenditures and Changes in Fund Balance
3. A Combined Balance Sheet – All Fund Types

Quarterly, a Statement of Net Assets is also required. This is provided in March, June, September and December.

Attachments: Monthly Financial Statements

**Presented By:**

Kathryn McInerney, Financial Officer  
Ginger DeKalb, Accounting Manager

**Financial Impact:**

There is no financial impact for this item.

**Governmental Accounting Standards Board (GASB) Monthly Financial Form**  
**South Tech Academy with MSID Number 1571**  
**Palm Beach County, Florida**  
**For the Month Ended January 31, 2021 and For the Year Ending June 30, 2021**  
**January 31, 2021**

|   | <u>Accounts</u>        | <u>General Fund</u> | <u>Special<br/>Revenue Fund</u> | <u>Debt Service</u> | <u>Capital Outlay</u> | <u>Total<br/>Governmental<br/>Funds</u> |
|---|------------------------|---------------------|---------------------------------|---------------------|-----------------------|---|
| <b>ASSETS</b>                                 |                        |                     |                                 |                     |                       |   |
| Cash and cash equivalents                     | 1110                   | \$ 2,577,121        | \$ -                            | \$ -                | \$ -                  | \$ 2,577,121                            |
| Investments                                   | 1160                   |                     |                                 |                     |                       | -                                       |
| Grant receivables                             | 1130                   | 163,283             |                                 |                     |                       | 163,283                                 |
| Other current assets                          | 12XX                   | 52,549              |                                 |                     |                       | 52,549                                  |
| Deposits                                      | 1210                   | 34,232              |                                 |                     | -                     | 34,232                                  |
| Due from other funds                          | 1140                   |                     |                                 |                     |                       | -                                       |
| Other long-term assets                        | 1400                   | -                   |                                 |                     |                       | -                                       |
|   |                        |                     |                                 |                     |                       |   |
| Total Assets                                  |                        | <u>\$ 2,827,185</u> | <u>\$ -</u>                     | <u>\$ -</u>         | <u>\$ -</u>           | <u>\$ 2,827,185</u>                     |
| <b>LIABILITIES AND FUND BALANCE</b>           |                        |                     |                                 |                     |                       |   |
| Liabilities                                   |                        |                     |                                 |                     |                       |   |
| Accounts payable                              | 2120                   | \$ 182,663          | \$ -                            | \$ -                | \$ -                  | \$ 182,663                              |
| Salaries, benefits, and payroll taxes payable | 2110, 2170, 2330       | 504,601             |                                 |                     |                       | 504,601                                 |
| Deferred revenue                              | 2410                   | -                   |                                 |                     |                       | -                                       |
| Notes/bonds payable                           | 2180, 2250, 2310, 2320 |                     |                                 |                     |                       | -                                       |
| Lease payable                                 | 2315                   |                     |                                 |                     |                       | -                                       |
| Other liabilities                             | 21XX, 22XX, 23XX       | 53,477              |                                 |                     |                       | 53,477                                  |
|   |                        |                     |                                 |                     |                       |   |
| Total Liabilities                             |                        | <u>740,741</u>      | <u>-</u>                        | <u>-</u>            | <u>-</u>              | <u>740,741</u>                          |
| Fund Balance                                  |                        |                     |                                 |                     |                       |   |
| Nonspendable                                  | 2710                   | 86,781              |                                 |                     |                       | 86,781                                  |
| Restricted                                    | 2720                   |                     |                                 |                     |                       | -                                       |
| Committed                                     | 2730                   |                     |                                 |                     |                       | -                                       |
| Assigned                                      | 2740                   | 153,923             |                                 |                     |                       | 153,923                                 |
| Unassigned                                    | 2750                   | 1,845,740           |                                 |                     |                       | 1,845,740                               |
|   |                        |                     |                                 |                     |                       |   |
| <b>Total Fund Balance</b>                     |                        | <u>2,086,444</u>    | <u>-</u>                        | <u>-</u>            | <u>-</u>              | <u>2,086,444</u>                        |
|   |                        |                     |                                 |                     |                       |   |
| <b>TOTAL LIABILITIES AND FUND BALANCE</b>     |                        | <u>\$ 2,827,185</u> | <u>\$ -</u>                     | <u>\$ -</u>         | <u>\$ -</u>           | <u>\$ 2,827,185</u>                     |

**South Tech Academy with MSID Number (1571)**  
**Palm Beach County, Florida**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)**  
**For the Month Ended January 31, 2021 and For the Year Ending June 30, 2021**

|                                       | FTE Projected  | 1,165                 | 105% Percent of Projected |               |                                  |                       |                 |               |                                  |  |
|---------------------------------------|----------------|-----------------------|---------------------------|---------------|----------------------------------|-----------------------|-----------------|---------------|----------------------------------|--|
|                                       | FTE Actual     | 1,220                 |                           |               |                                  |                       |                 |               |                                  |  |
|                                       |                |                       | General Fund              |               |                                  |                       | Special Revenue |               |                                  |  |
|                                       | Account Number | Month/ Quarter Actual | YTD Actual                | Annual Budget | % of YTD Actual to Annual Budget | Month/ Quarter Actual | YTD Actual      | Annual Budget | % of YTD Actual to Annual Budget |  |
| Revenues                              |                |                       |                           |               |                                  |                       |                 |               |                                  |  |
| FEDERAL SOURCES                       |                |                       |                           |               |                                  |                       |                 |               |                                  |  |
| Federal direct                        | 3100           | \$ -                  | \$ -                      | \$ -          | %                                | \$ -                  | \$ -            | -             | %                                |  |
| Federal through state and local       | 3200           |                       |                           |               |                                  | 138,560               | 478,921         | 717,252       | 67%                              |  |
| STATE SOURCES                         |                |                       |                           |               |                                  |                       |                 |               |                                  |  |
| FEFP                                  | 3310           | 569,851               | 4,005,562                 | 7,042,206     | 57%                              |                       |                 |               |                                  |  |
| Capital outlay                        | 3397           | 10,338                | 72,627                    | 129,678       | 56%                              |                       |                 |               |                                  |  |
| Class size reduction                  | 3355           | 87,000                | 609,000                   | 1,094,583     | 56%                              |                       |                 |               |                                  |  |
| School recognition                    | 3361           | -                     | -                         | -             |                                  |                       |                 |               |                                  |  |
| Other state revenue                   | 33XX           | -                     | 71,275                    | 367,280       | 19%                              |                       |                 |               |                                  |  |
| LOCAL SOURCES                         |                |                       |                           |               |                                  |                       |                 |               |                                  |  |
| Interest                              | 3430           | 234                   | 1,400                     | 5,000         | 28%                              |                       |                 |               |                                  |  |
| Local capital improvement tax         | 3413           | #                     |                           |               |                                  |                       |                 |               |                                  |  |
| Other local revenue                   | 34XX           | 36,658                | 233,502                   | 220,000       | 106%                             |                       |                 |               |                                  |  |
| Total Revenues                        |                | 704,081               | 4,993,366                 | 8,858,747     | 56%                              | 138,560               | 478,921         | 717,252       | 67%                              |  |
| Expenditures                          |                |                       |                           |               |                                  |                       |                 |               |                                  |  |
| Current Expenditures                  |                |                       |                           |               |                                  |                       |                 |               |                                  |  |
| Instruction                           | 5000           | 500,444               | 2,705,087                 | 4,857,233     | 56%                              | 32,928                | 427,222         | 459,041       | 93%                              |  |
| Instructional support services        | 6000           | 48,527                | 342,569                   | 689,246       | 50%                              | 19,945                | 115,853         | 258,211       | 45%                              |  |
| Board                                 | 7100           | 8,549                 | 64,197                    | 109,076       | 59%                              |                       |                 |               |                                  |  |
| General administration                | 7200           | 21,640                | 83,203                    | 171,488       | 49%                              |                       |                 |               |                                  |  |
| School administration                 | 7300           | 61,485                | 414,613                   | 808,150       | 51%                              |                       |                 |               |                                  |  |
| Facilities and acquisition            | 7400           | -                     | 90,224                    | -             |                                  |                       |                 |               |                                  |  |
| Fiscal services                       | 7500           | 16,992                | 122,084                   | 209,168       | 58%                              |                       |                 |               |                                  |  |
| Food services                         | 7600           |                       |                           |               |                                  |                       |                 |               |                                  |  |
| Central services                      | 7700           | 15,233                | 91,355                    | 197,946       | 46%                              |                       |                 |               |                                  |  |
| Pupil transportation services         | 7800           | 35,793                | 135,637                   | 675,000       | 20%                              | 2,800                 | 4,200           | -             |                                  |  |
| Operation of plant                    | 7900           | 46,958                | 334,369                   | 769,459       | 43%                              | 15,753                | 61,021          | -             |                                  |  |
| Maintenance of plant                  | 8100           | 7,187                 | 42,436                    | 51,620        | 82%                              |                       |                 |               |                                  |  |
| Administrative technology services    | 8200           | 6,282                 | 49,828                    | 77,924        | 64%                              |                       |                 |               |                                  |  |
| Community services                    | 9100           | 8,880                 | 71,841                    | 210,000       | 34%                              |                       |                 |               |                                  |  |
| Debt service                          | 9200           | 1,044                 | 6,474                     | -             |                                  |                       |                 |               |                                  |  |
| Total Expenditures                    |                | 779,014               | 4,553,917                 | 8,826,310     | 52%                              | 71,426                | 608,296         | 717,252       | 85%                              |  |
| -                                     |                | (74,933)              | 439,449                   | 32,437        |                                  | 67,134                | (129,375)       | -             |                                  |  |
| Other Financing Sources (Uses)        |                |                       |                           |               |                                  |                       |                 |               |                                  |  |
| Transfers in                          | 3600           | 67,134                | -                         | -             |                                  | -                     | 129,375         |               |                                  |  |
| Transfers out                         | 9700           | -                     | (129,375)                 |               |                                  | (67,134)              | -               |               |                                  |  |
| Total Other Financing Sources (Uses)  |                | 67,134                | (129,375)                 | -             |                                  | (67,134)              | 129,375         | -             |                                  |  |
| Net Change in Fund Balances           |                |                       |                           |               |                                  |                       |                 |               |                                  |  |
| Fund balances, beginning              |                | (7,799)               | 310,074                   | 32,437        |                                  | -                     | -               |               |                                  |  |
| Adjustments to beginning fund balance |                | 2,094,243             | 1,814,883                 | 2,026,074     | 90%                              |                       |                 |               |                                  |  |
| Fund Balances, Beginning as Restated  |                | -                     | (38,513)                  |               |                                  |                       |                 |               |                                  |  |
|                                       |                | 2,094,243             | 1,776,370                 | 2,026,074     | 88%                              | -                     | -               | -             |                                  |  |
| Fund Balances, Ending                 |                | \$ 2,086,444          | \$ 2,086,444              | \$ 2,058,511  | 101%                             | \$ -                  | \$ -            | -             | %                                |  |

| Debt Service   |            |               |                                  |
|----------------|------------|---------------|----------------------------------|
| Month/ Quarter | YTD Actual | Annual Budget | % of YTD Actual to Annual Budget |

| Month/ Quarter | YTD Actual | Annual Budget | % of YTD Actual to Annual Budget |
|----------------|------------|---------------|----------------------------------|
|----------------|------------|---------------|----------------------------------|

|      |      |      |   |
|------|------|------|---|
| \$ - | \$ - | \$ - | % |
|------|------|------|---|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|      |      |      |   |
|------|------|------|---|
| \$ - | \$ - | \$ - | % |
|------|------|------|---|

| Capital Outlay |            |               |                                  |
|----------------|------------|---------------|----------------------------------|
| Month/ Quarter | YTD Actual | Annual Budget | % of YTD Actual to Annual Budget |

| Month/ Quarter | YTD Actual | Annual Budget | % of YTD Actual to Annual Budget |
|----------------|------------|---------------|----------------------------------|
|----------------|------------|---------------|----------------------------------|

|      |      |      |   |
|------|------|------|---|
| \$ - | \$ - | \$ - | % |
|------|------|------|---|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|      |      |      |   |
|------|------|------|---|
| \$ - | \$ - | \$ - | % |
|------|------|------|---|

| Total Governmental Funds |            |               |                                  |
|--------------------------|------------|---------------|----------------------------------|
| Month/ Quarter           | YTD Actual | Annual Budget | % of YTD Actual to Annual Budget |

| Month/ Quarter | YTD Actual | Annual Budget | % of YTD Actual to Annual Budget |
|----------------|------------|---------------|----------------------------------|
|----------------|------------|---------------|----------------------------------|

|   |   |   |   |
|---|---|---|---|
| - | - | - | % |
|---|---|---|---|

|         |         |         |     |
|---------|---------|---------|-----|
| 138,560 | 478,921 | 717,252 | 67% |
|---------|---------|---------|-----|

|         |           |           |     |
|---------|-----------|-----------|-----|
| 569,851 | 4,005,562 | 7,042,206 | 57% |
|---------|-----------|-----------|-----|

|        |        |         |     |
|--------|--------|---------|-----|
| 10,338 | 72,627 | 129,678 | 56% |
|--------|--------|---------|-----|

|        |         |           |     |
|--------|---------|-----------|-----|
| 87,000 | 609,000 | 1,094,583 | 56% |
|--------|---------|-----------|-----|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|   |        |         |     |
|---|--------|---------|-----|
| - | 71,275 | 367,280 | 19% |
|---|--------|---------|-----|

|     |       |       |     |
|-----|-------|-------|-----|
| 234 | 1,400 | 5,000 | 28% |
|-----|-------|-------|-----|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|        |         |         |      |
|--------|---------|---------|------|
| 36,658 | 233,502 | 220,000 | 106% |
|--------|---------|---------|------|

|         |           |           |     |
|---------|-----------|-----------|-----|
| 842,641 | 5,472,287 | 9,575,999 | 57% |
|---------|-----------|-----------|-----|

|         |           |           |     |
|---------|-----------|-----------|-----|
| 533,372 | 3,132,309 | 5,316,274 | 59% |
|---------|-----------|-----------|-----|

|        |         |         |     |
|--------|---------|---------|-----|
| 68,472 | 458,422 | 947,457 | 48% |
|--------|---------|---------|-----|

|       |        |         |     |
|-------|--------|---------|-----|
| 8,549 | 64,197 | 109,076 | 59% |
|-------|--------|---------|-----|

|        |        |         |     |
|--------|--------|---------|-----|
| 21,640 | 83,203 | 171,488 | 49% |
|--------|--------|---------|-----|

|        |         |         |     |
|--------|---------|---------|-----|
| 61,485 | 414,613 | 808,150 | 51% |
|--------|---------|---------|-----|

|   |        |   |  |
|---|--------|---|--|
| - | 90,224 | - |  |
|---|--------|---|--|

|        |         |         |     |
|--------|---------|---------|-----|
| 16,992 | 122,084 | 209,168 | 58% |
|--------|---------|---------|-----|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|        |        |         |     |
|--------|--------|---------|-----|
| 15,233 | 91,355 | 197,946 | 46% |
|--------|--------|---------|-----|

|        |         |         |     |
|--------|---------|---------|-----|
| 38,593 | 139,837 | 675,000 | 21% |
|--------|---------|---------|-----|

|        |         |         |     |
|--------|---------|---------|-----|
| 62,711 | 395,390 | 769,459 | 51% |
|--------|---------|---------|-----|

|       |        |        |     |
|-------|--------|--------|-----|
| 7,187 | 42,436 | 51,620 | 82% |
|-------|--------|--------|-----|

|       |        |        |     |
|-------|--------|--------|-----|
| 6,282 | 49,828 | 77,924 | 64% |
|-------|--------|--------|-----|

|       |        |         |     |
|-------|--------|---------|-----|
| 8,880 | 71,841 | 210,000 | 34% |
|-------|--------|---------|-----|

|       |       |   |  |
|-------|-------|---|--|
| 1,044 | 6,474 | - |  |
|-------|-------|---|--|

|         |           |           |     |
|---------|-----------|-----------|-----|
| 850,440 | 5,162,213 | 9,543,562 | 54% |
|---------|-----------|-----------|-----|

|         |         |        |  |
|---------|---------|--------|--|
| (7,799) | 310,074 | 32,437 |  |
|---------|---------|--------|--|

|        |         |   |  |
|--------|---------|---|--|
| 67,134 | 129,375 | - |  |
|--------|---------|---|--|

|          |           |   |  |
|----------|-----------|---|--|
| (67,134) | (129,375) | - |  |
|----------|-----------|---|--|

|   |   |   |  |
|---|---|---|--|
| - | - | - |  |
|---|---|---|--|

|         |         |        |  |
|---------|---------|--------|--|
| (7,799) | 310,074 | 32,437 |  |
|---------|---------|--------|--|

|           |           |           |     |
|-----------|-----------|-----------|-----|
| 2,094,243 | 1,814,883 | 2,026,074 | 90% |
|-----------|-----------|-----------|-----|

|   |          |   |  |
|---|----------|---|--|
| - | (38,513) | - |  |
|---|----------|---|--|

|           |           |           |     |
|-----------|-----------|-----------|-----|
| 2,094,243 | 1,776,370 | 2,026,074 | 88% |
|-----------|-----------|-----------|-----|

|           |           |           |      |
|-----------|-----------|-----------|------|
| 2,086,444 | 2,086,444 | 2,058,511 | 101% |
|-----------|-----------|-----------|------|

**Motion:**

I recommend that the Board approve and ratify the SouthTech Schools Holdings, LLC Balance Sheet and Profit & Loss Report for month ending January 31, 2021.

**Summary Information:**

Per the Articles of Incorporation, SouthTech Schools Holdings, LLC shall be Member Managed within the meaning of Section 605.0407, Florida Statutes, and have a single member consisting of SOUTH TECH CHARTER ACADEMY, INC., a Florida nonprofit corporation ("the Member").

Attachments: STSH Balance Sheet  
STSH Profit & Loss Report

**Presented By:**

Kathryn McInerney, Financial Officer  
Ginger DeKalb, Accounting Manager

**Financial Impact:**

There is no financial impact for this item.

**South Tech Schools Holdings LLC**  
**Balance Sheet**  
As of January 31, 2021

|  | Jan 31, 21           |
|--|----------------------|
| <b>ASSETS</b>                                |                      |
| <b>Current Assets</b>                        |                      |
| <b>Checking/Savings</b>                      |                      |
| 1110 · Operating Account 9074                | 118,993.49           |
| 1112 · 2020A Interest Acct - 6001            | 47,145.94            |
| 1115 · 2020A Reserve Acct - 6004             | 702,756.72           |
| 1116 · 2020B Interest Acct - 6005            | 1,137.50             |
| 1117 · 2020B Principal Acct - 6006           | 39,375.03            |
| 1119 · Administration Fund - 6008            | 1,250.01             |
| 1123 · 2020A Project Acct - 6012             | 521,754.51           |
| 1124 · 2020A Cost of Issuance - 6013         | 25.36                |
| 1125 · 2020B Cost of Issuance - 6014         | 4,289.21             |
| <b>Total Checking/Savings</b>                | 1,436,727.77         |
| <b>Other Current Assets</b>                  |                      |
| 1230 · Prepaid Expenses                      | 45,631.60            |
| <b>Total Other Current Assets</b>            | 45,631.60            |
| <b>Total Current Assets</b>                  | 1,482,359.37         |
| <b>Fixed Assets</b>                          |                      |
| 1310 · Land                                  | 1,820,527.51         |
| 1330 · Buildings                             |                      |
| 1335 · Accumulated Depredciation             | -73,479.93           |
| 1330 · Buildings - Other                     | 8,229,751.99         |
| <b>Total 1330 · Buildings</b>                | 8,156,272.06         |
| <b>Total Fixed Assets</b>                    | 9,976,799.57         |
| <b>Other Assets</b>                          |                      |
| 1400 · Unamortized Bond Issue Costs          | 472,182.01           |
| <b>Total Other Assets</b>                    | 472,182.01           |
| <b>TOTAL ASSETS</b>                          | <b>11,931,340.95</b> |
| <b>LIABILITIES &amp; EQUITY</b>              |                      |
| <b>Liabilities</b>                           |                      |
| <b>Current Liabilities</b>                   |                      |
| <b>Other Current Liabilities</b>             |                      |
| 2201 · Miscellaneous Payables                | 5,126.48             |
| 2220 · Prepaid Rental Income                 | 23,650.00            |
| 2300 · Accrued Bond Interest                 | 48,283.33            |
| <b>Total Other Current Liabilities</b>       | 77,059.81            |
| <b>Total Current Liabilities</b>             | 77,059.81            |
| <b>Long Term Liabilities</b>                 |                      |
| 2320 · Bonds Payable                         | 11,575,000.00        |
| 2325 · Premium on Bonds Payable              |                      |
| 2326 · Amortization-PremiumBondPayable       | -1,283.37            |
| 2325 · Premium on Bonds Payable - Other      | 179,672.45           |
| <b>Total 2325 · Premium on Bonds Payable</b> | 178,389.08           |
| 2710 · LT Deposits Payable                   | 105,335.52           |
| <b>Total Long Term Liabilities</b>           | 11,858,724.60        |
| <b>Total Liabilities</b>                     | 11,935,784.41        |

7:49 AM

02/26/21

Accrual Basis

# South Tech Schools Holdings LLC

## Balance Sheet

As of January 31, 2021

|                            | Jan 31, 21    |
|----------------------------|---------------|
| Equity                     |               |
| Net Income                 | -4,443.46     |
| Total Equity               | -4,443.46     |
| TOTAL LIABILITIES & EQUITY | 11,931,340.95 |

7:53 AM

02/26/21

Accrual Basis

## South Tech Schools Holdings LLC

## Profit &amp; Loss

January 2021

|                                     | Jan 21           | Jul '20 - Jan 21  |
|-------------------------------------|------------------|-------------------|
| <b>Income</b>                       |                  |                   |
| 3425 · Rental Income - 1325 Gateway | 43,079.16        | 128,575.52        |
| 3426 · CAM Income - 1325 Gateway    | 7,200.00         | 21,600.00         |
| 3427 · Rental Income - 1275 Gateway | 20,350.00        | 67,153.23         |
| 3428 · CAM Income - 1275 Gateway    | 3,300.00         | 9,900.00          |
| 3431 · Interest Income              | 5.24             | 12.00             |
| <b>Total Income</b>                 | <b>73,934.40</b> | <b>227,240.75</b> |
| <b>Expense</b>                      |                  |                   |
| 110-E · Expenditures                |                  |                   |
| 5100 · Office Supplies              | 0.00             | 194.58            |
| 7100 · Legal Expense                | 0.00             | 630.00            |
| 7300 · Account Hosting              | 0.00             | 300.00            |
| 7500 · Bank Service Charge          | 51.12            | 123.12            |
| 7700 · Insurance Expense            | 4,872.22         | 14,616.66         |
| 7900 · Landscaping                  | 855.00           | 2,455.00          |
| 9100 · Depreciation Expense         | 24,493.31        | 73,479.93         |
| 9200 · Bond Interest Expense        | 47,855.54        | 130,691.06        |
| 9210 · Bond Issue Cost Expense      | 1,175.51         | 3,396.99          |
| 9220 · Annual Issuer Fees           | 1,250.00         | 3,750.00          |
| 9221 · Trustee Fees                 | 520.83           | 2,046.87          |
| <b>Total 110-E · Expenditures</b>   | <b>81,073.53</b> | <b>231,684.21</b> |
| <b>Total Expense</b>                | <b>81,073.53</b> | <b>231,684.21</b> |
| <b>Net Income</b>                   | <b>-7,139.13</b> | <b>-4,443.46</b>  |



**Board Meeting  
March 11, 2021**

**Governing Board of Directors  
SouthTech Charter Academy, Inc.**

**Agenda Item  
C-3**

**Motion:**

I recommend that the Board approve the Food Services Agreement for FY22 with the Sponsor and authorize the Board Chair to sign all related documents.

**Summary Information:**

This is a continuation of ongoing operations with the Sponsor. The contract is renewed on an annual basis.

Attachments: Charter School Food Service Agreement FY22

**Presented By:**

Carla Lovett, Executive Director

**Financial Impact:**

There is no financial impact for this item for the school, as operating revenues offset expenses.



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
SCHOOL FOOD SERVICE  
**CHARTER SCHOOL FOOD SERVICE  
OPERATION PLAN**

Fax completed form to the School District of Palm Beach County, Food Service Program at (561) 383-2043.

|   |   |   |   |
|---|---|---|---|
| Small Program Name<br><u>SouthTech Academy</u>                              |   | School Number<br><u>1571</u>              | Food Service Contact<br><u>Ken Lucht 561-369-7074</u> |
| Address (School Site)<br><u>6161 W Woolbright Rd, Boynton Bch, FL 33437</u> |   |   |   |
| Temporary or Secondary Address  |   |   |   |
| Temporary or Secondary Telephone  |   | School Principal<br><u>Eileen Turenne</u> | Principal Telephone<br><u>561-369-7072</u>            |
| Grade Level<br><u>9-12</u>  | Expected Opening Enrollment<br><u>1,165</u> | Maximum Enrollment<br><u>1,250</u>        | Type of School<br><u>High School</u>                  |

School Hours: From 7:00 am To 1:45 pm

Breakfast Meal Hours (mandatory for elementary): From 6:00 a.m. To 8:00 a.m.

Lunch Meal Hours: From 10:05 am To 10:35 am  
11:40 am To 12:10 pm

Opening day of school (date) August 10, 2021

Operated by management company? ☐ Yes ☒ No

If "Yes", name company \_\_\_\_\_

Name of management company director \_\_\_\_\_

**Food Service Operation Plan Option** (choose one option only)

☐ \_\_\_\_\_ (school name) will become an independent Food Service Operator. The school will sign an Application-Agreement and Policy Statement with Food and Nutrition Management of the Florida Department of Education. The School will comply with all United States Department of Agriculture and Florida Department of Education laws and regulations.

☒ SouthTech Academy (school name) would like to contract with the School District of Palm Beach County for a Food Service Program. The School will become a "Satellite Food Service Program" of an assigned "Base Kitchen(s)" with a signed contract between the Charter School and the District.

\_\_\_\_\_  
Signature of Authorized School Official

\_\_\_\_\_  
Date

## Food Service Annual Agreement CHARTER SCHOOL

**THIS AGREEMENT** is made and entered as of this March 11, 2021, by and between the School Board of Palm Beach County, a Florida public body corporate (School Board), and SouthTech Charter Academy Inc a Florida nonprofit, d/b/a/ SouthTech Academy, a charter school pursuant to Section 1001.33, Florida Statutes (Charter School).

**WHEREAS**, the School Board and the Charter School entered a Charter School Contract on \_\_\_\_\_ (Contract); and

**WHEREAS**, the above Contract provided that separate agreements may be entered into for the provision of school food services in accordance with federal and state laws and regulations, including but not limited to §1002.33, Florida Statutes; and

**WHEREAS**, the Charter School desires for the School Board, and the School Board desires through its Department of School Food Services, to provide meal services for breakfast, lunch, and/or the after school snack program, and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- I. RECITALS.** The above recitations of facts set forth in the preceding "whereas" clauses are expressly incorporated herein and form a part of the terms of this Agreement.
- II. TERM OF AGREEMENT.** The term of this Agreement shall be for a school year, commencing on July 1, 2021 and terminating on June 30, 2022, unless otherwise terminated earlier as provided herein. Meal service will commence 30 days after approval of the Contract by School Board.

### **III. SCOPE OF SERVICES**

New Charter Schools that would like to enter into the Food Service Annual Agreement must do so prior to May 31 for the upcoming school year. Existing charters that wish to discontinue the Food Service Annual Agreement with School Food Service for the following school year must notify School Food Service Department in writing by April 30.

- A.** The School Board's School Food Service Department shall operate the meal programs on behalf of the Charter School, which may include the following:
- 1.** School Breakfast Program, as authorized by 7 CFR Part 220
  - 2.** National School Lunch Program, as authorized by 7 CFR Part 210
  - 3.** Afterschool Snack Program, as authorized by 7 CFR 210 Subpart C.
  - 4.** Child and Adult Care Feeding Program (CACFP), Afterschool Meal Program, under the direction of Department of Health.
  - 5.** Community Eligibility Program – permits eligible schools to provide meal service to all students at no charge, regardless of economic status, authorized by the Healthy Hunger-Free Act of 2010.
- B.** The School Food Service Department of the School Board (hereinafter referred to as SFSD) will provide the Charter School with meals that meet the minimum meal pattern requirements for the National School Lunch Program and School Breakfast Program as to components and portion sizes specified by United States Department of Agriculture (USDA) guidelines.
- C.** SFSD shall plan, prepare, and organize meals for the Charter School through an assigned base kitchen (i.e., the kitchen designated by the Director of SFSD to prepare the meals for the Charter School).
- D.** Meals will be delivered by SFSD if the sustained daily lunch participation is maintained at 75 meals or greater for a period of thirty (30) consecutive school days, at any given time during the school year. If the daily lunch participation is less than 75 meals per day, the Charter School is responsible for picking up the meals from the assigned base kitchen.
- E.** School Food Service will maintain responsibility for the food safety and sanitation while food is in the custody of the School District Staff.

#### **IV. CONDITIONS PRECEDENT TO OPERATION OF FOOD SERVICE PROGRAM**

- A.** In order for the Charter School to provide a school food service program through SFSD, the following condition(s) shall be met prior to the commencement of the services provided in Article 3 above.
- 1.** The Charter School is responsible for obtaining a limited food service operating permit issued by the Palm Beach County Health Department (DOH).
  - 2.** The Charter School must acquire and maintain any required certification or permit for the duration of this Agreement as required by 7 CFR § 210.16 (c).
  - 3.** The Charter School must post all certifications, inspections, or permits as required by federal, state, and/or local law, or this Agreement.
  - 4.** The Charter School must furnish to SFSD a copy of any certificates, inspections, or permits, required by this section within five (5) days of receipt. Such certificates, inspections or permits, and any renewals or amendments thereto, shall become automatically incorporated and included with this Agreement.
  - 5.** The Charter School and SFSD shall agree to the meal times at least thirty (30) days before beginning the program. Changes to the meal service times must be submitted and approved by SFSD.
- B.** The Charter School will notify the SFSD 30 days prior to a change in location of the charter school. This will allow ample time to relocate the base kitchen, if necessary.

C. The DOH requires plan submittal and prior inspection of facility before meals service may be instituted. SFSD must be provided with a copy of the Operating Permit.

V. **COLLECTION OF THE MEAL PRICE.** SFSD shall provide an employee to accurately collect cash, and record meal counts and categories during the meal service if meals are delivered to the site by SFSD. If meals are not delivered by the SFSD, the Charter School shall provide an employee to accurately collect cash, and record meal counts and categories during the meal service. Any Charter School student being provided a paid or reduced price meal and any adult shall be charged daily, consistent with this Agreement.

VI. **SCHOOL FOOD SERVICES DEPARTMENT CONTROL OF THE CHILD NUTRITION PROGRAM.** SFSD will maintain its responsibilities for administration of the food service program, in accordance with regulations and policies for USDA School Nutrition Programs. Specifically, SFSD will:

- A. Retain control of the quality, extent, and general nature of the food service, including counting and claiming meals, and ordering and accounting for USDA commodities.
- B. Ensure that the Child Nutrition Program conforms to the School Board's Agreement with the Florida Department of Agriculture and Consumer Services to participate in federally-funded Child Nutrition Programs.
- C. Retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit Child Nutrition Program.
- D. Retain signature authority for the annual School Nutrition Programs State application and monthly claims by electronically submitting required information to the Florida Department of Agriculture and Consumer Services.
- E. Retain control of the establishment of all prices, including price adjustments, for meals served under the nonprofit Child Nutrition Program account, e.g., pricing for reimbursable meals, a la carte service, and adult meals.
- F. Retain title to USDA donated foods, ensuring that all USDA donated foods made available to the SFSD accrue only to the benefit of SFSD's nonprofit Child Nutrition Program.
- G. Provide on-line Free and Reduced-Priced Meal application as determined by the SFSD, processing web site, and where applicable, provide free and reduced-price applications to the Charter School administration prior to the beginning of each school year. In the event of the Charter school participating in the Community Eligibility Provision Program, no Free and Reduced- Priced Meal application may be accepted or processed. If Community Eligibility Provision Program is offered to a charter school by the District, acceptance of this program remains the decision of the charter school.
- H. Retain responsibility for the review, approve or deny, certify and verify applications for free and reduced-price school meals in accordance with 7 CFR § 245. Provide hearings related to eligibility determinations in accordance with 7 CFR § 245.7. Provide hearings related to adverse actions resulting from verification in accordance with 7 CFR § 245.6(e).
- I. Consolidate and file claims for reimbursement for meals served, and other responsibilities as required or assigned.
- J. Maintain all applicable health certifications and assure that all state and local health regulations are being met for the preparation of foods in the base school.
- K. Comply with Federal regulations for accommodating students with special dietary needs and provide specific meal preparation instructions to the Charter School to ensure reimbursable



- meals are prepared that meet the child's specific dietary restrictions.
- L.** Maintain full and accurate records to include daily, weekly, and monthly reports to comply with program requirements.
  - M.** Assign a base school food service manager to provide oversight and manage the food service program for the Charter School, including monitoring to ensure compliance and the provision of technical assistance
  - N.** Assign a food service employee to be responsible for the overall food service satellite operation at the Charter School, if meals are delivered by SFSD.
  - O.** Assign a food service employee to monitor the Charter School food service program through periodic visits to ensure compliance with applicable federal and state laws and regulations, and local policies and procedures.

## **VII. CHARTER SCHOOL RESPONSIBILITIES**

### **A. Certification of Charter School Staff Person in ServSafe**

Prior to the commencement of the food services under this Agreement, the Charter School shall, at its own expense, have one or more of its employees certified in ServSafe for its food service program. When available, Charter Schools may attend classes provided by the SFSD which may reduce the cost of the certification. Base School Charters are not required to be ServSafe Certified as the School Food Service Manager assigned to the school will hold the required certification.

### **B. Support During the Provision of Meals.**

- 1.** If the sustained daily lunch participation is maintained at seventy-five (75) meals or greater for a period of thirty (30) consecutive school days, the Charter School shall:
    - a) Upon request from SFSD, provide one (1) or more employees/volunteers paid by the charter school, hours to be determined by participation, to assist the SFS employee with unloading, loading food items from vehicle, serving meals and cleaning of food service area. The employees assigned to assist SFS must attend the annual mandatory trainings at the SFS office.
    - b) Provide adult supervision during the meal service period(s) to ensure that its' students, staff, and guests participating in the meal program engage in appropriate conduct in the food service area.
  - 2.** If the sustained daily lunch participation is maintained at less than seventy- five (75) meals for a period of thirty (30) consecutive school days, meals will be picked up by the Charter, the Charter School shall:
    - a) Provide an appropriate vehicle that can accept and transport food in commercial hot and/or cold-holding equipment to ensure food safety.
    - b) Provide one (1) or more employees/volunteers paid by the charter school to accurately record meal distribution to maintain required accountability documentation. Such employees of the charter school must attend the annual mandatory trainings.
- C. Meals will be served only on school days approved by the School Board, consistent with the approved District calendar, except where a variance is approved by SFSD. Charter school must provide school calendar with signed agreement.**
- D. The provision of food for Field Trips must be approved 30 days in advance by SFSD.**
- E. Adequate Facilities and Space.** The Charter School will make available, without any cost or

charge to the School Board, area(s) of the premises agreeable to both parties in which SFSD shall render its services. The Charter School will make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations. School must make parking areas available that are easily accessible for food delivery.

- F. *Network Requirements.*** For POS connectivity, SFSD requires a hard wired Ethernet connection in the immediate vicinity of the POS registers terminating **DIRECTLY** into your ISP's Device (i.e. Cable Modem). This must bypass your internal firewall. Wireless connection is not acceptable. Internet Service Provider must be broadband or greater capability; DSL is not sufficient. Wireless access for alternative feeding locations maybe required if alternative locations are requested and approved by School Food Service Department.
- G. *Provision of Equipment.*** The Charter School will be responsible for providing and maintaining all necessary food service equipment needed to operate a kitchen to serve and heat meals as outlined in **Exhibit "A"**, attached and incorporated hereto. The Charter School will install any equipment needed to comply with federal, state, or local laws, ordinances, rules, and regulations. If equipment is not operating properly, meals will be adjusted to ensure food safety. Base School Charters **MUST** have all required equipment to serve the current enrollment.
- H. *Potable Water for Food Service Area.*** The Charter School shall have available potable water, at no charge, for students in the meal service area. The Charter School may implement this requirement by offering water pitchers and paper cups on lunch tables, a water fountain in the food service area, or a water fountain that allows students to fill their own bottles or cups with drinking water. In accordance with law, whatever solution is chosen by the Charter School, the water must be made available without restriction in the food service area.
- I. *Required Posting in Food Service Area.*** Annually the Charter School shall post *Justice for All* posters in all areas where food and snacks are served as required by USDA. Posters will be provided by the School Food Service Department to the Charter School at no cost.
- J. *Free and Reduced Price Meals Applications.*** A small supply of Free and Reduced Price Meal Applications will be provided by SFSD base school manager if needed; however, the preferred method for completing the applications is through the online application process. The Charter School shall return completed Free and Reduced Price Meal Applications to the SFSD on the day the charter school receives them.
- K. *Confidentiality.*** As stated in the School Food Service Management Policy 6.185 Section (7), student lunch status may only be shared with individuals outside of those responsible for the operation of the National School Lunch Program in limited situations. In order for SFS to share information there must be a legitimate "need to know" to provide a service or carry out an activity and the activity must be educational in nature. Only the person signing the form (PBSO 2528) may have access to the lunch status data and that person may not share the information with others. Teachers, guidance counselors, principals, etc. who are not providing such assistance may not have access. School Food Service (SFS) must secure a Confidentiality Agreement for Disclosure of Student Lunch Status Information (PBSO 2528) form, signed by the staff member responsible for the specific activity, prior to situations where the need for information is ongoing in nature. The Confidentiality Agreement shall be valid for the current school year in which the agreement is submitted to SFS. In the case of ESE testing for gifted services, the staff member responsible for determining who will need to complete the form for plan B (scoring for ESE Services), will need to sign the Confidentiality Agreement.

- L. Meal Pricing.** The Charter School shall follow the same meal pricing system established for all schools operated by the School Board. The School Board adopts the meal pricing for all meals.
- M. Notifications/Communications to SFSD.** The Charter School is responsible for communicating with the base school food service manager on a daily basis or as needed concerning: daily counts, status of student payments, Free and Reduced-Priced Meal applications, type(s) of meal service required, special needs, etc. The Charter School shall communicate the number of meals needed via email, fax or by emailing the scanned Meal Order form to the school food service manager at a time agreed upon by both parties.
- N. Meal Accountability.** The Charter School shall follow procedures for assuring accuracy at the point of meal service (determined by the SFSD) and will comply with all federal, state, and local rules and ordinances pertaining to the administration of the program, including but not limited to, reporting any known student food allergies.
- O. Compliance with Laws and Regulations.** The Charter School will comply with all applicable federal, state, and/or local laws, regulations, rules, procedures and guidelines, as now or hereafter amended, pertaining to the administration of the programs provided by SFSD.
- P. Competitive Foods Regulations.** The sale of foods and beverages on school grounds shall be limited to those provided by SFSD and shall comply with USDA Smart Snacks in School guidelines as stated in Section 5, Sale of Competitive Food and Beverages, in School Board Policy **6.185** (School Food Service Management Policy), as now or hereafter amended. Failure of the Charter School to comply with the School Board's policy governing competitive food sales jeopardizes funding through the National School Lunch Program, and may result in immediate termination of this Agreement.
- Q. Pick-up of Meals, Required if Less Than 75 Meals.** If the Charter School is required to pick up its meals from SFSD base school, due to the number of participants as provided herein, SFSD shall identify the base school kitchen for the pick-up of the meals. The Charter School shall transport the meals in approved commercial hot and/or cold-holding equipment, provided by the SFSD.
- R. Maintenance of Reports.** The Charter School will maintain the records necessary for the SFSD to complete any required monitoring, inspecting, or auditing activities under this Agreement.
- S. Annual Training of Staff.** The Charter School shall annually, at its own expense, provide designated employee(s) to attend and participate in an annual mandatory training administered by SFSD to ensure the Charter School is up-to-date on all regulations and procedures. It is recommended that the Principal or Assistant Principal attend the meeting, to ensure that all the information needed is received. This training will cover accountability, safety and sanitation, the free and reduced application process, offer VS serve, civil rights, and meal service requirements. This meeting is will be held during the summer months prior to the beginning of each new school year. It is a MANDATORY Training.
- T. Wellness Promotion Policy.** All Charter Schools must comply with the *District's Wellness Promotion Policy (2.035)* and the *Wellness Promotion Goals and Objectives*. Charters Schools are required to assess school compliance with this Policy. Each Charter School Principal shall designate an Assistant Principal and Wellness Champion at each school as the Wellness Promotion designees, to ensure that the Charter School complies with this Policy.



**U. Healthy School Teams (HST).** Florida Administrative Code 5P-2.002, requires each school to establish a Healthy School Team. Each Charter School Principal will default as the Healthy School Team Leader and has the option to appoint someone else to this two-year commitment. In addition to creating a culture of wellness on the school campus, leaders of this team are required to ensure school food fundraisers, are compliant with the Smart Snacks in School Rule, track food fundraisers and complete and submit the annual HST online assessment before the end of the school year. Additionally, during years where a HST conference is being held, Charter Schools are expected to have either the Principal or Assistant Principal, the HST Leader or the Wellness Champion attend the conference.

**V. Online Meal Payments and Fees in School Meal Program. (Optional)**

- a) Charter schools that would like to establish a prepayment account through the School Board's online prepayment vendor may opt to do so at the district's site license cost along with any additional required fees. These costs will be incurred by the charter school.
- b) Charter school agrees to pay the annual fee as follows (Initial one payment option):
- \_\_\_\_\_ Charter school will make a payment by check or internal funds transfer to the School Board (School Food Service).
  - \_\_\_\_\_ Charter school authorizes the School Board (district) to deduct the cost from FFEP funds prior to transferring funds to charter.
  - \_\_\_\_\_ Charter school authorizes the district to deduct an equal monthly payment for eight months, starting in September, from the FFEP funds. In the event that this is signed after September, the monthly payment will be calculated by dividing the total cost over the number of months left in the school year.

**W. Negative Balance Communications.** Charter Schools are required to communicate to parents/guardians with regard to any negative balances accrued. Procedures will be followed as to the methods set forth in School Food Service policies and procedures.

**VIII. HEALTH AND SANITATION**

**A. Health-Inspection-Requirements.** SFSD and the Charter School agree that federal, state, and local health and sanitation requirements will be met at all times. The Charter School will obtain and maintain all federal, state, and local health certifications and regulations that apply to its school eating facilities and any other facilities in which meals are prepared and/or served. SFSD will maintain applicable health certifications for any base school in which meals are prepared. All food at the base schools will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures. The Charter School shall send a copy of the Health Inspection to School Food Service Department after each Health Inspection.

**B. Safekeeping of Food.** All food that is delivered by the SFSD base school will arrive at the school site at the required temperatures for safe consumption. All food temperatures shall be verified and documented by the SFSD or charter employee, as required on the Satellite Delivery Report. All food will arrive free of contamination and in sanitary, temperature-controlled containers. Food items that have been delivered by the SFSD base school must be transferred to hot and/or cold-holding equipment that maintain proper temperatures. The Charter School shall provide the hot and/or cold-holding equipment. If the Charter School is required to pick-up its' meals as provided by this contract, all food temperatures shall be verified and documented before the items leave the SFSD base school. Once the food leaves the SFS base school, it becomes the responsibility of

the charter school.

**C. Inspections.** The School Food Service Department, the Florida Department of Agriculture and Consumer Services, and the US Department of Agriculture reserve the right to inspect the Charter School's kitchen and dining facilities without notice, at any time.

## **IX. RECORDKEEPING**

The Charter School agrees that all records pertaining to the operation of meal service are the property of the SFSD.

## **X. TERMINATION/SUSPENSION**

**A.** This Agreement may be terminated before expiration of its term upon any of the following conditions:

**1. Automatic Termination.** This Agreement shall automatically terminate upon the School Board's termination of the District's Charter School Agreement with the Charter School.

**2. By the Parties.** Both parties may agree in writing to the termination of this Agreement; or, any time by a party, upon the giving of a thirty (30) day written notice (delivered by certified mail, return receipt requested) to the other party.

**3. For Cause.** This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days to rectify the defects in products or performance, prior to termination. For purposes of this subparagraph, substantial failure will include, but is not limited to the Charter School or SFSD's failure to adhere to, or violation of, any of the provisions of this Agreement.

**B.** This Agreement shall be suspended upon direction of the Department of Health, meals may be suspended for an undetermined period of time if the facility is found to be out of compliance with health and safety regulations. The Charter School shall pay the SFSD for any outstanding monies collected within 15 days of termination or suspension.

## **XI. LEGAL STATUS UPON TERMINATION**

Upon termination or revocation of this Agreement, all legal associations between the School Board, its SFSD, and the Charter School with regard to the services identified herein shall be severed.

## **XII. WAIVER OF SUBROGATION**

In regard to services provided in this agreement, in the event of loss, damage or injury to Charter School and/or Charter School's property, Charter School shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. Charter School hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of Charter School's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

### **XIII. INDEMNITY**

The Charter School shall indemnify and hold harmless the School Board from and against all liabilities, claims, demands, suits, causes of action, loss, and expenses including attorney's fees, of any and every kind and nature arising from the negligent or intentional act of agents or employees of the Charter School in connection with the provision of breakfasts, lunches, and after school snacks under this Agreement. Nothing herein shall be deemed to constitute a waiver of sovereign immunity on the part of the School Board or to reduce any protection from suit or judgment afforded to the School Board under Florida law. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives, and assigns, and cannot be waived or varied.

### **XIV. INSURANCE**

Insurance will be required as stated below. The School Board shall be named as an Additional Insured. The Charter School shall provide the Certificate(s) of Insurance for required coverage within seven (7) days of the date of request by the School Food Service Department, but in any respect at least thirty (30) days prior to the commencement of any Term.

**COMMERCIAL GENERAL LIABILITY.** Charter School shall procure and maintain, for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- o Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- o Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.

- o Primary and noncontributory – CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

(Provide copy to School Food Service up renewal annually.)

## **XV. ACCOUNTABILITY REQUIREMENTS**

- A. *On-Site Inspections/ Reviews.*** Authorized representatives of the SFSD, the State of Florida, and USDA shall have the right to conduct on-site administrative inspections/reviews of the food service operation without prior notification.
- B. *Review of Invoices, Bills, and Pertinent Records.*** SFSD shall oversee all provisions of the Agreement, including but not limited to, Federal rules and regulations, crediting for and use of USDA Commodities, as applicable.
- C. *Recordkeeping.*** The Charter School shall maintain such records as SFSD will need to support its claim for reimbursement under the National School Lunch Act and Child Nutrition Act including accurate records of student attendance. Attendance must be documented daily in the district's student information system.
- D. *Inspections and Audits.*** The School District is subject to various audits that may require on-site inspections by representatives of the School Board, SFSD, Florida Department of Agriculture and Consumer Services, USDA, the United States Comptroller General, or the United States General Accounting Office.
- E. Charter School agrees and understands that the School Board's Office of Inspector General, or any other duly authorized representative of the School Board, shall have unrestricted access to all papers, books, records, documents and information, personnel and processes, data, computer hard drives, emails, instant messages, facilities, or other assets owned or used by Charter School with regards to this Agreement.**
  - 1. The Inspector General, or any other duly authorized representative of the School Board, Florida Department of Agriculture and Consumer Services or USDA, shall be entitled to audit the books and records of Charter School to the extent that such books, documents, papers, and records relate to any payment or the performance of this Agreement.
  - 2. In the event Charter School maintains its records or Agreement information in electronic format, upon request of the School Board's Inspector General or auditors, Charter School will provide a download of its records or Agreement information in an electronic format allowing readership acceptable by the School Board's auditors

## **XVI. NONDISCRIMINATION**

Both the Charter School and SFSD agree that no child who participates in the food service program will be discriminated against on the basis of race, color, national origin, gender identity or expression, sex, age, gender, disability, and shall comply with the USDA Food Nutrition Services Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

## **XVII. MISCELLANEOUS**

- A. *Headings.*** The headings contained herein are for convenience in reference and are not intended to define, limit, extend, or describe the scope of any provisions of this Agreement.
- B. *Successors and Assigns.*** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, employees, successors, and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be subcontracted, transferred, conveyed, assigned or otherwise disposed of without the

prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

**C. *Compliance with All Laws.*** Charter School shall comply with all applicable federal, state, and local ordinances pertaining to the Services under this Agreement.

**D. *Severability.*** If any section, sentence, clause, phrase, provision, or other portion of this Agreement is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Agreement.

**E. *Amendments.*** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement.

**F. *Applicable Law and Venue.*** This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any actions brought pursuant to this Agreement will be in Palm Beach County, Florida, or in the U.S. District Court for the Southern District of Florida.

**G. *Singular/Plural.*** Whenever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

**H. *No Waiver of Rights.*** No failure or successive failures on the part of either party to enforce any covenant or agreement, and no waiver or successive waivers of any condition of this Agreement, shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party to enforce the same in the event of any subsequent breach or breaches. No failure on the part of either party to this Agreement to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right.

**I. *Counterparts.*** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed as original, but all such counterparts shall together constitute but one and the same instrument.

**J. *Entire Agreement.*** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

**K. *Public Records Law.*** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Failure by either party to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the party not in violation.

**L. *Charter School Authority to Enter into Contract.*** The Charter School expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Agreement on behalf of the Charter School and that the Board of Directors of the Charter School has duly approved this contract.

This Agreement Template has been approved by the following School District of Palm Beach County officials.

SCHOOL BOARD OF  
PALM BEACH COUNTY, FLORIDA

By: Frank A. Barbieri, Jr. Date: 7/8/19  
Frank A. Barbieri, Jr., Esq., Chair

ATTEST:

Donald E. Fennoy II  
Donald E. Fennoy II, Ed. D., Superintendent of Schools

Date: 6/26/19

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

K. Hall Date: 4/25/19  
Office of General Counsel

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals effective as of the date and year first written above.

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY, SCHOOL FOOD SERVICE DIRECTOR**

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

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

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

**CHARTER SCHOOL** SouthTech Charter Academy Inc a Florida nonprofit  
corporation, d/b/a \_\_\_\_\_

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

Print Name: Robert Kesten

Title: Board Chair Date: \_\_\_\_\_

## Equipment List for Charter Schools

|     | Equipment   | 1 to 74 Meals | 75 to 200 Meals | > 200 Meals     | (Suggested) Mfgr /Model #                    |
|-----|---|---------------|-----------------|-----------------|--|
| 1.  | Refrigerator (lock included) Walk-in Cooler (Full Service Kitchen Only) | 1             | 2               | 2-3             | Victory / RS-1D-S7-EW                        |
| 2.  | Warmer (Must be Electric)   | 1             | 2               | 2-3             | Food Warming Equipment/ UHS-12 Cambro/ CMBP  |
| 3.  | Milk Box (lock included)  |               | 1               | 2               |  |
| 4.  | Hot Serving Counter<br>2-3 wells (Must have a sneeze guard)             |               | 1               | 1-2             |  |
| 5.  | Cold Serving Counter 2-3 wells  |               | 1               | 1-2             | Shelly/Delfield                              |
| 6.  | Service Table   | 1             | 1-2             | 2-3             |  |
| 7.  | Convection Oven   |               | TBD             | 1-2             | Blodgett/ Mark V (Full Service Kitchen Only) |
| 8.  | Steamer and/or Combi Oven   |               | TBD             | 1               | (Full Service Kitchen Only)                  |
| 9.  | Freezer (lock included) Walk-in (Full Service Kitchen Only)             |               | TBD             | 2-3             | (Full Service Kitchen Only)                  |
| 10. | 3 Compartment Sink  |               |                 | 1               |  |
| 11. | Ice Machine   | 1             | 1               | 1               |  |
| 12. | Hand Sink   | 1             | 1               | 1-2             |  |
| 13. | Locking Storage Cabinet (lock included)                                 | 1             | 1               | 1 or store room |  |
| 14. | Cashier Stand   | 1             | 1-2             | 1-2             |  |
| 15. | Tray Slide  | 1             | 1               | 1-2             |  |
| 16. | Washer & Dryer  |               |                 |                 | (Full Service Kitchen Only)                  |

**Three sets of keys must be provided to School Food Service Department for equipment that is required to provide locks.**

**Commercial grade equipment is required.      Equipment must be TBD upon signing Charter Agreement.      Full Service Kitchens (TBD by SFS)**

**All equipment will need to be approved by the School Food Service Department prior to signing the Agreement.**

**All hot and/or cold-holding equipment needed for transport will still be supplied by School Food Service Department.**

**2021**

**Board Meeting  
March 11, 2021**

**Governing Board of Directors  
SouthTech Preparatory Academy, Inc.**

**Agenda Item  
PA-1**

**Motion:**

I recommend that the Board approve the donations for the period from February 12, 2021 to February 26, 2021.

**Summary Information:**

In following Board Policies 6.104 and 6.1041, these donations are brought forth for Board approval.

Attachments: Donations

**Presented By:**

Carla Lovett, Executive Director

**Financial Impact:**

The financial impact for this item varies depending on the various items donated.



# South Tech Preparatory Academy Donations For The Governing Board

## Donations

| First Name | Last Name | Business   | Date      | Contribution                               |
|------------|-----------|------------|-----------|--|
| Daniel     | Gonzalez  | Embroid Me | 2/26/2021 | \$250 Gift Cards - Staff Appreciation Week |

## Non Cash Donations

| First Name                             | Last Name | Business | Date    | Contribution    |
|--|-----------|----------|---------|-----------------|
| Mr. Michael Bordack & Mrs.Sharon Feery |           | NuGerm   | 2/12/21 | 7 Sneeze Guards |

**Board Meeting  
March 11, 2020**

**Governing Board of Directors  
SouthTech Preparatory Academy, Inc.**

**Agenda Item  
PA-1**

**Motion:**

I recommend that the Board approve the SY22 SouthTech Preparatory Academy school calendar.

**Summary Information:**

The SY22 SouthTech Preparatory school calendar is a composite of all important school dates, including student attendance days, report card distribution, employee contract periods, holidays, professional development meetings, emergency makeup, teacher work days, personalized education plan meetings, recruitment open houses, System Administrators meetings, SISC meetings and Governing Board meetings.

Attachments: SY22 SouthTech Academy School Calendar

**Presented By:**

Carla Lovett, Executive Director

**Financial Impact:**

There is no financial impact associated with this item.

| JULY 2021  |                       |                                      |  |   |
|--|-----------------------|--------------------------------------|--|---|
| MON  | TUE                   | WED                                  | THU  | FRI                                       |
|  |                       |                                      | 1 HOLIDAY<br>School Closed   | 2 School Closed                           |
| 5 School Closed                                    | 6 School Closed       | 7 School Closed                      | 8 School Closed  | 9 School Closed                           |
| 12 School Closed                                   | 13 School Closed      | 14 School Closed                     | 15 School Closed   | 16 School Closed<br>4 Day Week            |
| Floating Week for 220 Employees Contract As Needed |                       |                                      |  |   |
| 19 Begin<br>220-A, I, IS, NI<br>210-I<br>213-I     | 20                    | 21                                   | 22   | 23 School Closed<br>4 Day Week            |
| 26 Begin 202-1                                     | 27                    | 28 RECRUITMENT<br>NIGHT              | 29   | 30 School Closed<br>4 Day Week            |
| OCTOBER 2021                                       |                       |                                      |  |   |
| MON  | TUE                   | WED                                  | THU  | FRI                                       |
|  |                       |                                      |  | 1 B                                       |
| 4 A  | 5 B                   | 6 A                                  | 7 B<br>FACM / SISC<br>Board Meeting  | 8 A                                       |
| 11 B   | 12 A                  | 13 B                                 | 14 A<br>PLC<br>End 1st Nine<br>Weeks<br>Grades Completed<br>Grade Verification | 15 No Students<br>Teacher Work Day<br>PLC |
| 18 B<br>Begin 2nd Nine<br>Weeks                    | 19 A<br>DHM           | 20 B<br>Fall Training<br>for Parents | 21 A   | 22 B<br>Report Card<br>Distribution       |
| 25 A   | 26 B                  | 27 A                                 | 28 B   | 29 A                                      |
| JANUARY 2022                                       |                       |                                      |  |   |
| MON  | TUE                   | WED                                  | THU  | FRI                                       |
| 3 HOLIDAY<br>ALL                                   | 4 Teacher<br>Work Day | 5 B<br>Begin 3rd Nine<br>Weeks       | 6 A  | 7 B<br>Report Card<br>Distribution        |
| 10 A   | 11 B                  | 12 A                                 | 13 B<br>DHM/ FACM/<br>SISC<br>Board Meeting                                    | 14 A                                      |
| 17 HOLIDAY<br>ALL                                  | 18 B                  | 19 A                                 | 20 B   | 21 A                                      |
| 24 B   | 25 A                  | 26 B                                 | 27 A<br>PLC  | 28 B                                      |
| 31 A   |                       |                                      |  |   |

| AUGUST 2021  |  |  |  |   |
|--|--|--|--|---|
| MON  | TUE  | WED                                    | THU  | FRI                                       |
| 2  | 3  | 4 Pre-School<br>FACM<br>Begin 196-I    | 5 Pre-School<br>PLC/DHM<br>New Student<br>Orientation 6th Gr.            | 6 New Student<br>Orientation<br>7th & 8th |
| 9 Pre-School<br>PLC  | 10 A<br>STUDENTS FIRST DAY<br>Begin 1st Semester<br>Begin 1st Nine Weeks | 11 B                                   | 12 A<br>FACM<br>Board Meeting  | 13 B                                      |
| 16 A   | 17 B   | 18 A                                   | 19 B<br>DHM  | 20 A                                      |
| 23 B   | 24 A   | 25 B                                   | 26 A   | 27 B                                      |
| 30 A   | 31 B<br>MEET THE TEACHER<br>PARENT NIGHT/<br>TITLE I                     |  |  |   |
| NOVEMBER 2021  |  |  |  |   |
| MON  | TUE  | WED                                    | THU  | FRI                                       |
| 1 B  | 2 A  | 3 B                                    | 4 A  | 5 B                                       |
| 8 A  | 9 B  | 10 A                                   | 11 No Students<br>Teacher Work Day<br>PLC/SISC/<br>FACM<br>Board Meeting | 12 B                                      |
| 15 A   | 16 B   | 17 A<br>Progress<br>Reports Go Home    | 18 B   | 19 A                                      |
| 22 HOLIDAY<br>ALL  | 23 HOLIDAY<br>ALL  | 24 HOLIDAY<br>ALL                      | 25 HOLIDAY<br>ALL  | 26 HOLIDAY<br>ALL                         |
| 29 B   | 30 A   |  |  |   |
| FEBRUARY 2022  |  |  |  |   |
| MON  | TUE  | WED                                    | THU  | FRI                                       |
|  | 1 B  | 2 A                                    | 3 B  | 4 A                                       |
| 7 B<br>Progress<br>Reports go<br>Home                      | 8 A  | 9 B                                    | 10 A<br>FACM/SISC<br>Board Meeting                                       | 11 B                                      |
| 14 A   | 15 B   | 16 A<br>Spring Training<br>for Parents | 17 B<br>PLC  | 18 A                                      |
| 21 No Students<br>Teacher Work Day<br>BTAP<br>College Tour | 22 B<br>DHM  | 23 A                                   | 24 B   | 25 A                                      |
| 28 B   |  |  |  |   |

| SEPTEMBER 2021                                  |  |  |  |  |
|---|--|--|--|--|
| MON   | TUE                                      | WED  | THU  | FRI  |
|   |  | 1 A  | 2 B  | 3 A  |
| 6 HOLIDAY<br>ALL                                | 7 HOLIDAY<br>ALL                         | 8 B  | 9 A<br>PLC<br>FACM/SISC<br>Annual / Regular<br>Governing Board<br>Meeting                  | 10 B<br>Progress Reports<br>Go Home                                  |
| 13 A  | 14 B                                     | 15 A   | 16 HOLIDAY<br>ALL  | 17 B   |
| 20 A  | 21 B<br>DHM                              | 22 A   | 23 B   | 24 A   |
| 27 B  | 28 A                                     | 29 B   | 30 A   |  |
| DECEMBER 2021                                   |  |  |  |  |
| MON   | TUE                                      | WED  | THU  | FRI  |
|   |  | 1 B  | 2 A  | 3 B  |
| 6 A   | 7 B<br>DHM                               | 8 A  | 9 B<br>Early Dismissal @<br>11:30 am<br>Staff Luncheon<br>PLC-11:30-12:30<br>Board Meeting | 10 A<br>RNR FEST   |
| 13 B  | 14 A                                     | 15 B<br>RECRUITMENT<br>NIGHT   | 16 A   | 17 B   |
| 20 A  | 21 B<br>Mid Term Exam<br>Early Dismissal | 22 A<br>Mid Term Exam<br>Early Dismissal<br>End 2nd Nine Weeks<br>Grades Completed<br>Grade Verification<br>End 1st Semester | 23 HOLIDAY<br>ALL  | 24 HOLIDAY<br>ALL  |
| 27 HOLIDAY<br>ALL                               | 28 HOLIDAY<br>ALL                        | 29 HOLIDAY<br>ALL  | 30 HOLIDAY<br>ALL  | 31 HOLIDAY<br>ALL  |
| MARCH 2022                                      |  |  |  |  |
| MON   | TUE                                      | WED  | THU  | FRI  |
|   | 1 A                                      | 2 B  | 3 A  | 4 B  |
| 7 A   | 8 B<br>DHM                               | 9 A  | 10 B<br>PLC/FACM/SISC<br>Board Meeting   | 11 A<br>End 3rd Nine Weeks<br>Grades Completed<br>Grade Verification |
| 14 HOLIDAY<br>ALL                               | 15 HOLIDAY<br>ALL                        | 16 HOLIDAY<br>ALL  | 17 HOLIDAY<br>ALL  | 18 HOLIDAY<br>ALL  |
| 21 No Students<br>Teacher Work Day<br>BTAP/ PLC | 22 B<br>Begin 4th Nine<br>Weeks          | 23 A<br>Picture Day  | 24 B   | 25 A   |
| 28 B  | 29 A                                     | 30 B   | 31 A   |  |

| APRIL 2022                             |                    |                                  |  |   |
|--|--------------------|----------------------------------|--|---|
| MON                                    | TUE                | WED                              | THU                                    | FRI                                     |
|  |                    |                                  |  | 1 <b>B</b>                              |
| 4 <b>A</b><br>Report Card Distribution | 5 <b>B</b>         | 6 <b>A</b>                       | 7 <b>B</b><br>Makeup Picture Day       | 8 <b>A</b>                              |
| Staff Appreciation Week                |                    |                                  |  |   |
| 11 <b>B</b>                            | 12 <b>A</b>        | 13 <b>B</b><br>RECRUITMENT NIGHT | 14 <b>A</b><br>FACM/SISC Board Meeting | 15 <b>HOLIDAY</b> ALL                   |
| 18 <b>B</b>                            | 19 <b>A</b><br>DHM | 20 <b>B</b>                      | 21 <b>A</b>                            | 22 <b>B</b><br>Progress Reports Go Home |
| 25 <b>A</b>                            | 26 <b>B</b>        | 27 <b>A</b>                      | 28 <b>B</b>                            | 29 <b>A</b>                             |

| MAY 2022              |                    |  |  |  |
|-----------------------|--------------------|--|--|--|
| MON                   | TUE                | WED  | THU  | FRI  |
| 2 <b>B</b>            | 3 <b>A</b>         | 4 <b>B</b>   | 5 <b>A</b>   | 6 <b>B</b>   |
| 9 <b>A</b>            | 10 <b>B</b><br>PLC | 11 <b>A</b>  | 12 <b>B</b><br>FACM Board Meeting  | 13 <b>A</b><br>R&R FEST  |
| 16 <b>B</b>           | 17 <b>A</b>        | 18 <b>B</b>  | 19 <b>A</b><br>PLC   | 20 <b>B</b>  |
| 23 <b>A</b>           | 24 <b>B</b>        | 25 <b>A</b><br>8th Grade Ceremony @ STA - 6PM<br>Final Exams Early Dismissal DHM | 26 <b>B</b><br>Final Exams Grades Completed Early Dismissal STUDENTS LAST DAY End Grading Period | 27 <b>A</b><br>Post School Teacher Work Day FACM/PLC Grade Verification End 196-1 191-1S |
| 30 <b>HOLIDAY</b> ALL | 31                 |  |  |  |

| JUNE 2022               |                         |  |                         |                         |
|-------------------------|-------------------------|--|-------------------------|-------------------------|
| MON                     | TUE                     | WED  | THU                     | FRI                     |
|                         |                         | 1 <b>End 210-I</b>                               | 2                       | 3 <b>School Closed</b>  |
| 6 <b>End 213-I</b>      | 7                       | 8 <b>Report Cards Mailed After June 08, 2022</b> | 9 <b>Board Meeting</b>  | 10 <b>School Closed</b> |
| 13                      | 14                      | 15 <b>End 220-A, I, IS, NI</b>                   | 16 <b>School Closed</b> | 17 <b>School Closed</b> |
| 20 <b>School Closed</b> | 21 <b>School Closed</b> | 22 <b>School Closed</b>                          | 23 <b>School Closed</b> | 24 <b>School Closed</b> |
| 27 <b>School Closed</b> | 28 <b>School Closed</b> | 29 <b>School Closed</b>                          | 30 <b>School Closed</b> |                         |

**Grade 6-8 Grades School Hours 9:05 AM to 3:25 PM**

**Teacher Work Days - Pre/Post School**

**EMD - Emergency Make-Up Days**

**STP ~ Student Attendance Days**

**STP ~ Report Card Distribution Dates**

|              |                                    |
|--------------|------------------------------------|
| Oct 15, 2021 | August 04-09, 2021<br>(Pre-School) |
| Nov 11, 2021 | May 27, 2022<br>(Post School)      |
| Jan 04, 2022 |                                    |
| Feb 21, 2022 |                                    |
| Mar 21, 2022 |                                    |
| May 27, 2022 |                                    |

|     |
|-----|
| TBD |
|-----|

| Period | Begins       | Ends         | # of Days |
|--------|--------------|--------------|-----------|
| Q1     | Aug 10, 2021 | Oct 14, 2021 | 45        |
| Q2     | Oct 18, 2021 | Dec 22, 2021 | 42        |
| Q3     | Jan 05, 2022 | Mar 11, 2022 | 46        |
| Q4     | Mar 22, 2022 | May 26, 2022 | 47        |

| Grading Period | Distribution Dates         |
|----------------|----------------------------|
| Q1             | October 05, 2021           |
| Q2             | January 07, 2022           |
| Q3             | April 04, 2022             |
| Q4             | Mailed after June 08, 2021 |

**Scheduled Meetings**

|   |
|---|
| <b>Board Meeting/Workshop</b> @ 6:00PM ~ with Administration and Public                   |
| <b>PLC Professional Learning Community</b> @ 8:00 AM                                      |
| <b>ESP Educator Support Program Meeting</b> with Administration                           |
| <b>DHM Department Head Meeting</b> @ 4:00PM with Administration                           |
| <b>FACM Faculty Meeting</b> with Instr. Staff, Guidance and Administration @ 4:00PM       |
| <b>Recruitment Open House / Parent Night</b> times vary with All Employees                |
| <b>SISC School Improvement Steering Committee</b> @ 5:30PM with Administration and Public |

**Employee Contract Periods**

| Employee Group                    | Begin Date   | End Date   | # of Days                                    |
|-----------------------------------|--|--|--|
| <b>Administration (A)</b>         | Jul 19, 2021   | Jun 15, 2022   | 220 Days                                     |
| <b>Non-Instructional (NI)</b>     | Jul 19, 2021<br>Aug 03, 2021                                 | Jun 15, 2022<br>May 27, 2022                                 | 220 Days<br>191 Days                         |
| <b>Instructional Support (IS)</b> | Jul 19, 2021   | Jun 15, 2022   | 220 Days                                     |
| <b>Instructional (I)</b>          | Jul 19, 2021<br>Jul 19, 2021<br>Jul 26, 2021<br>Aug 04, 2021 | Jun 06, 2022<br>Jun 01, 2022<br>May 27, 2022<br>May 27, 2022 | 213 Days<br>210 Days<br>202 Days<br>196 Days |

**HOLIDAYS**

| Date            | Holiday               | A/NI | IS   | I    |
|-----------------|-----------------------|------|------|------|
| July 05, 2021   | Independence Day      | X    | X    | X    |
| Sep 06, 2021    | Labor Day             | PD   | PD   | PD   |
| Sep 07, 2021    | Fall Holiday          | X    | X    | X    |
| Sep 16, 2021    | Fall Holiday          | X    | X    | X    |
| Nov 22-26, 2021 | Thanksgiving Holidays | 1 PD | 1 PD | 1 PD |
| Dec 23-31, 2021 | Winter Break          | 1 PD | 1 PD | 1 PD |
| Jan 03, 2022    | Winter Break          | PD   | PD   | PD   |
| Jan 17, 2022    | M. L. King's Birthday | PD   | PD   | PD   |
| Mar 14-18, 2022 | Spring Break          | X    | X    | X    |
| Apr 15, 2022    | Spring Holiday        | X    | X    | X    |
| May 30, 2022    | Memorial Day          | PD   | PD   | PD   |



Employees work 10 Hr Days M-Th and Friday school is closed



Floating Week for all 220 Employees Contract ONLY

**Board Meeting  
March 11, 2021**

**Governing Board of Directors  
SouthTech Preparatory Academy, Inc.**

**Agenda Item  
PB-1**

**Motion:**

I recommend that the Board approve the Personnel Actions for the previous month

**Summary Information:**

This item covers Personnel actions for the previous month, including any resignations, terminations, and new hires.

Attachments: Personnel Actions List

**Presented By:**

Jennifer Melillo, Human Resource Manager

**Financial Impact:**

**SOUTH TECH PREPARATORY ACADEMY  
PERSONNEL ACTIONS  
March 2021**

| <b><u>Personnel Action</u></b> | <b><u>Employee Name</u></b> | <b><u>Position</u></b> | <b><u>Effective Date</u></b> |
|--------------------------------|-----------------------------|------------------------|------------------------------|
|--------------------------------|-----------------------------|------------------------|------------------------------|

**New Hires/ Transfers**

**Resignations/Terminations**

Resignation:

|                 |                          |          |
|-----------------|--------------------------|----------|
| Angelique Muniz | Language Arts Instructor | 2/8/2021 |
| Sharmes Rolle   | Permanent Substitute     | 2/8/2021 |

**Retirement/Leave of Absence**

Retirement:

|                   |                |           |
|-------------------|----------------|-----------|
| Kathryn McInerney | Fiscal Officer | 3/31/2021 |
|-------------------|----------------|-----------|

**Motion:**

I recommend that the Board approve and ratify the monthly financial statements for month ending January 31, 2021 required by the Sponsor.

**Summary Information:**

The State statutes and the Palm Beach County School District require charter schools to provide financial statements on a monthly basis in the format that School Districts are required to follow. This format is prescribed by the Governmental Accounting Standards Board (GASB).

The monthly statements include:

1. Statement of Revenues, Expenditures and Changes in Fund Balance Budget to Actual
2. The combined Statement of Revenues, Expenditures and Changes in Fund Balance
3. A Combined Balance Sheet – All Fund Types

Quarterly, a Statement of Net Assets is also required. This is provided in March, June, September and December.

Attachments: Monthly Financial Statements

**Presented By:**

Kathryn McInerney, Financial Officer  
Ginger DeKalb, Accounting Manager

**Financial Impact:**

There is no financial impact for this item.

**Governmental Accounting Standards Board (GASB) Monthly Financial Form**  
**South Tech Prep Academy with MSID Number 3441**  
**Palm Beach County, Florida**  
**For the Month Ended January 31, 2021 and For the Year Ending June 30, 2021**  
**January 31, 2021**

|   | <u>Accounts</u>        | <u>General Fund</u> | <u>Special<br/>Revenue Fund</u> | <u>Debt Service</u> | <u>Capital Outlay</u> | <u>Total<br/>Governmental<br/>Funds</u> |
|---|------------------------|---------------------|---------------------------------|---------------------|-----------------------|---|
| <b>ASSETS</b>                                 |                        |                     |                                 |                     |                       |   |
| Cash and cash equivalents                     | 1110                   | \$ 861,044          | \$ -                            | \$ -                | \$ -                  | \$ 861,044                              |
| Investments                                   | 1160                   |                     |                                 |                     |                       | -                                       |
| Grant receivables                             | 1130                   | 23,778              |                                 |                     |                       | 23,778                                  |
| Other current assets                          | 12XX                   | 5,278               |                                 |                     |                       | 5,278                                   |
| Deposits                                      | 1210                   | 87,400              |                                 |                     |                       | 87,400                                  |
| Due from other funds                          | 1140                   | 19,917              |                                 |                     |                       | 19,917                                  |
| Other long-term assets                        | 1400                   |                     |                                 |                     |                       | -                                       |
|   |                        |                     |                                 |                     |                       |   |
| Total Assets                                  |                        | <u>\$ 997,417</u>   | <u>\$ -</u>                     | <u>\$ -</u>         | <u>\$ -</u>           | <u>\$ 997,417</u>                       |
| <b>LIABILITIES AND FUND BALANCE</b>           |                        |                     |                                 |                     |                       |   |
| Liabilities                                   |                        |                     |                                 |                     |                       |   |
| Accounts payable                              | 2120                   | \$ 45,547           | \$ -                            | \$ -                | \$ -                  | \$ 45,547                               |
| Salaries, benefits, and payroll taxes payable | 2110, 2170, 2330       | 30,346              |                                 |                     |                       | 30,346                                  |
| Deferred revenue                              | 2410                   |                     |                                 |                     |                       | -                                       |
| Notes/bonds payable                           | 2180, 2250, 2310, 2320 |                     |                                 |                     |                       | -                                       |
| Lease payable                                 | 2315                   |                     |                                 |                     |                       | -                                       |
| Other liabilities                             | 21XX, 22XX, 23XX       |                     |                                 |                     |                       | -                                       |
|   |                        |                     |                                 |                     |                       |   |
| Total Liabilities                             |                        | <u>75,893</u>       | <u>-</u>                        | <u>-</u>            | <u>-</u>              | <u>75,893</u>                           |
| Fund Balance                                  |                        |                     |                                 |                     |                       |   |
| Nonspendable                                  | 2710                   | 92,678              |                                 |                     |                       | 92,678                                  |
| Restricted                                    | 2720                   |                     |                                 |                     |                       | -                                       |
| Committed                                     | 2730                   |                     |                                 |                     |                       | -                                       |
| Assigned                                      | 2740                   | 118,840             |                                 |                     |                       | 118,840                                 |
| Unassigned                                    | 2750                   | 710,006             |                                 |                     |                       | 710,006                                 |
|   |                        |                     |                                 |                     |                       |   |
| <b>Total Fund Balance</b>                     |                        | <u>921,524</u>      | <u>-</u>                        | <u>-</u>            | <u>-</u>              | <u>921,524</u>                          |
|   |                        |                     |                                 |                     |                       |   |
| <b>TOTAL LIABILITIES AND FUND BALANCE</b>     |                        | <u>\$ 997,417</u>   | <u>\$ -</u>                     | <u>\$ -</u>         | <u>\$ -</u>           | <u>\$ 997,417</u>                       |



**South Tech Prep Academy with MSID Number (3441)**  
**Palm Beach County, Florida**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)**  
**For the Month Ended January 31, 2021 and For the Year Ending June 30, 2021**

| FTE Projected<br>FTE Actual                              | 535            |                          |                   |                  |                                  |                       |                 |                |                                  |
|--|----------------|--------------------------|-------------------|------------------|----------------------------------|-----------------------|-----------------|----------------|----------------------------------|
|  | 523            | 98% Percent of Projected |                   |                  |                                  |                       |                 |                |                                  |
|  |                | General Fund             |                   |                  |                                  | Special Revenue       |                 |                |                                  |
|  | Account Number | Month/ Quarter Actual    | YTD Actual        | Annual Budget    | % of YTD Actual to Annual Budget | Month/ Quarter Actual | YTD Actual      | Annual Budget  | % of YTD Actual to Annual Budget |
| <b>Revenues</b>  |                |                          |                   |                  |                                  |                       |                 |                |                                  |
| FEDERAL SOURCES  |                |                          |                   |                  |                                  |                       |                 |                |                                  |
|  | 3100           | \$ -                     | \$ -              | \$ -             | %                                | \$ -                  | \$ -            | -              | %                                |
|  | 3200           |                          |                   |                  |                                  | 74,841                | 204,935         | 268,844        | 76%                              |
| STATE SOURCES  |                |                          |                   |                  |                                  |                       |                 |                |                                  |
|  | 3310           | 273,040                  | 1,919,272         | 3,225,366        | 60%                              |                       |                 |                |                                  |
|  | 3397           |                          |                   | -                |                                  |                       |                 |                |                                  |
|  | 3355           | 41,132                   | 287,924           | 498,505          | 58%                              |                       |                 |                |                                  |
|  | 3361           |                          |                   |                  |                                  |                       |                 |                |                                  |
|  | 33XX           | -                        | 7,040             | 37,770           | 19%                              |                       |                 |                |                                  |
| LOCAL SOURCES  |                |                          |                   |                  |                                  |                       |                 |                |                                  |
|  | 3430           | 77                       | 427               | 1,100            | 39%                              |                       |                 |                |                                  |
|  | 3413           |                          |                   |                  |                                  |                       |                 |                |                                  |
|  | 34XX           | 4,396                    | 39,329            | 334,429          | 12%                              |                       |                 |                |                                  |
| <b>Total Revenues</b>                                    |                | <b>318,645</b>           | <b>2,253,992</b>  | <b>4,097,170</b> | <b>55%</b>                       | <b>74,841</b>         | <b>204,935</b>  | <b>268,844</b> | <b>76%</b>                       |
| <b>Expenditures</b>                                      |                |                          |                   |                  |                                  |                       |                 |                |                                  |
| Current Expenditures                                     |                |                          |                   |                  |                                  |                       |                 |                |                                  |
|  | 5000           | 166,992                  | 813,993           | 1,795,488        | 45%                              | 2,776                 | 154,959         | 174,749        | 89%                              |
|  | 6000           | 840                      | 161,640           | 263,908          | 61%                              | 34,585                | 79,118          | 94,095         | 84%                              |
|  | 7100           | 1,402                    | 29,447            | 33,082           | 89%                              |                       |                 |                |                                  |
|  | 7200           | 11,986                   | 80,709            | 145,163          | 56%                              |                       |                 |                |                                  |
|  | 7300           | 41,222                   | 229,462           | 422,951          | 54%                              |                       |                 |                |                                  |
|  | 7400           |                          |                   |                  |                                  |                       |                 |                |                                  |
|  | 7500           | 7,323                    | 52,453            | 92,483           | 57%                              |                       |                 |                |                                  |
|  | 7600           |                          |                   |                  |                                  |                       |                 |                |                                  |
|  | 7700           | 5,221                    | 36,373            | 61,357           | 59%                              |                       |                 |                |                                  |
|  | 7800           | 29,230                   | 103,424           | 315,000          | 33%                              |                       |                 |                |                                  |
|  | 7900           | 66,099                   | 459,961           | 1,000,172        | 46%                              | 1,428                 | 15,788          | -              |                                  |
|  | 8100           | 3,548                    | 26,891            | 55,523           | 48%                              |                       |                 |                |                                  |
|  | 8200           | 5,085                    | 37,743            | 65,316           | 58%                              |                       |                 |                |                                  |
|  | 9100           | 546                      | 34,252            | 100,000          | 34%                              |                       |                 |                |                                  |
|  | 9200           |                          |                   |                  |                                  |                       |                 |                |                                  |
| <b>Total Expenditures</b>                                |                | <b>339,494</b>           | <b>2,066,348</b>  | <b>4,350,443</b> | <b>47%</b>                       | <b>38,789</b>         | <b>249,865</b>  | <b>268,844</b> | <b>93%</b>                       |
| <b>Excess (Deficiency) of Revenues Over Expenditures</b> |                | <b>(20,849)</b>          | <b>187,644</b>    | <b>(253,273)</b> | <b>-74%</b>                      | <b>36,052</b>         | <b>(44,930)</b> | <b>-</b>       |                                  |
| <b>Other Financing Sources (Uses)</b>                    |                |                          |                   |                  |                                  |                       |                 |                |                                  |
|  | 3600           | 59,332                   | 165,685           | 361,000          |                                  | -                     | 44,930          |                |                                  |
|  | 9700           | -                        | (44,930)          |                  |                                  | (36,052)              | -               |                |                                  |
| <b>Total Other Financing Sources (Uses)</b>              |                | <b>59,332</b>            | <b>120,755</b>    | <b>361,000</b>   | <b>33%</b>                       | <b>(36,052)</b>       | <b>44,930</b>   | <b>-</b>       |                                  |
| <b>Net Change in Fund Balances</b>                       |                | <b>38,483</b>            | <b>308,399</b>    | <b>107,727</b>   |                                  | <b>-</b>              | <b>-</b>        | <b>-</b>       |                                  |
| Fund balances, beginning                                 | 883,041        |                          | 614,559           | 724,704          | 85%                              |                       |                 |                |                                  |
| Adjustments to beginning fund balance                    | -              |                          | (1,434)           |                  |                                  |                       |                 |                |                                  |
| <b>Fund Balances, Beginning as Restated</b>              | <b>883,041</b> |                          | <b>613,125</b>    | <b>724,704</b>   | <b>85%</b>                       | <b>-</b>              | <b>-</b>        | <b>-</b>       |                                  |
| <b>Fund Balances, Ending</b>                             |                | <b>\$ 921,524</b>        | <b>\$ 921,524</b> | <b>832,431</b>   | <b>111%</b>                      | <b>\$ -</b>           | <b>\$ -</b>     | <b>-</b>       | <b>%</b>                         |

| Debt Service   |            |               |                         | Capital Outlay |            |               |                         | Total Governmental Funds |            |               |                         |
|----------------|------------|---------------|-------------------------|----------------|------------|---------------|-------------------------|--------------------------|------------|---------------|-------------------------|
| Month/ Quarter |            |               | % of YTD                | Month/ Quarter |            |               | % of YTD                | Month/ Quarter           |            |               | % of YTD                |
| Actual         | YTD Actual | Annual Budget | Actual to Annual Budget | Actual         | YTD Actual | Annual Budget | Actual to Annual Budget | Actual                   | YTD Actual | Annual Budget | Actual to Annual Budget |
| \$ -           | \$ -       | \$ -          | %                       | \$ -           | \$ -       | \$ -          | %                       | -                        | -          | -             | %                       |
|                |            |               |                         |                |            |               |                         | 74,841                   | 204,935    | 268,844       | 76%                     |
|                |            |               |                         |                |            |               |                         | 273,040                  | 1,919,272  | 3,225,366     | 60%                     |
|                |            |               |                         | 23,280         | 165,685    | 264,784       | 63%                     | 23,280                   | 165,685    | 264,784       | 63%                     |
|                |            |               |                         |                |            |               |                         | 41,132                   | 287,924    | 498,505       | 58%                     |
|                |            |               |                         |                |            |               |                         | -                        | -          | -             |                         |
|                |            |               |                         |                |            |               |                         | -                        | 7,040      | 37,770        | 19%                     |
|                |            |               |                         |                |            |               |                         | 77                       | 427        | 1,100         | 39%                     |
|                |            |               |                         |                |            |               | %                       | -                        | -          | -             |                         |
|                |            |               |                         |                |            |               |                         | 4,396                    | 39,329     | 334,429       | 12%                     |
| -              | -          | -             |                         | 23,280         | 165,685    | 264,784       | 63%                     | 416,766                  | 2,624,612  | 4,630,798     | 57%                     |
|                |            |               |                         |                |            |               |                         |                          |            |               |                         |
|                |            |               |                         |                |            |               |                         | 169,768                  | 968,952    | 1,970,237     | 49%                     |
|                |            |               |                         |                |            |               |                         | 35,425                   | 240,758    | 358,003       | 67%                     |
|                |            |               |                         |                |            |               |                         | 1,402                    | 29,447     | 33,082        | 89%                     |
|                |            |               |                         |                |            |               |                         | 11,986                   | 80,709     | 145,163       | 56%                     |
|                |            |               |                         |                |            |               |                         | 41,222                   | 229,462    | 422,951       | 54%                     |
|                |            |               |                         |                |            |               |                         | -                        | -          | -             |                         |
|                |            |               |                         |                |            |               |                         | 7,323                    | 52,453     | 92,483        | 57%                     |
|                |            |               |                         |                |            |               |                         | -                        | -          | -             |                         |
|                |            |               |                         |                |            |               |                         | 5,221                    | 36,373     | 61,357        | 59%                     |
|                |            |               |                         |                |            |               |                         | 29,230                   | 103,424    | 315,000       | 33%                     |
|                |            |               |                         |                |            |               |                         | 67,527                   | 475,749    | 1,000,172     | 48%                     |
|                |            |               |                         |                |            |               |                         | 3,548                    | 26,891     | 55,523        | 48%                     |
|                |            |               |                         |                |            |               |                         | 5,085                    | 37,743     | 65,316        | 58%                     |
|                |            |               |                         |                |            |               |                         | 546                      | 34,252     | 100,000       | 34%                     |
|                |            |               |                         |                |            |               |                         | -                        | -          | -             |                         |
| -              | -          | -             |                         | -              | -          | -             |                         | 378,283                  | 2,316,213  | 4,619,288     | 50%                     |
| -              | -          | -             |                         | 23,280         | 165,685    | 264,784       | 63%                     | 38,483                   | 308,399    | 11,511        | 2679%                   |
|                |            |               |                         |                |            |               |                         |                          |            |               |                         |
|                |            |               |                         |                |            |               |                         | 59,332                   | 210,615    | 361,000       |                         |
|                |            |               |                         | (23,280)       | (165,685)  | (361,000)     |                         | (59,332)                 | (210,615)  | (361,000)     |                         |
| -              | -          | -             |                         | (23,280)       | (165,685)  | (361,000)     |                         | -                        | -          | -             |                         |
| -              | -          | -             |                         | -              | -          |               |                         | 38,483                   | 308,399    | 11,511        |                         |
|                |            |               |                         |                |            |               |                         | 883,041                  | 614,559    | 724,704       | 85%                     |
|                |            |               |                         |                |            |               |                         | -                        | (1,434)    | -             |                         |
| -              | -          | -             |                         | -              | -          | -             |                         | 883,041                  | 613,125    | 724,704       | 85%                     |
| \$ -           | \$ -       | \$ -          | %                       | \$ -           | \$ -       | \$ -          | %                       | \$ 921,524               | \$ 921,524 | \$ 736,215    | 125%                    |

**Board Meeting  
March 11, 2021**

**Governing Board of Directors  
SouthTech Preparatory Academy, Inc.**

**Agenda Item  
PC-2**

**Motion:**

I recommend that the Board approve the Food Services Agreement for FY22 with the Sponsor and authorize the Board Chair to sign all related documents.

**Summary Information:**

This is a continuation of ongoing operations with the Sponsor. The contract is renewed on an annual basis.

Attachments: Charter School Food Service Agreement FY22

**Presented By:**

Carla Lovett, Executive Director

**Financial Impact:**

There is no financial impact for this item for the school, as operating revenues offset expenses.



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
SCHOOL FOOD SERVICE  
**CHARTER SCHOOL FOOD SERVICE  
OPERATION PLAN**

Fax completed form to the School District of Palm Beach County, Food Service Program at (561) 383-2043.

|  |   |   |   |
|--|---|---|---|
| Small Program Name<br><u>South Tech Preparatory Academy</u>                |   | School Number<br><u>3441</u>            | Food Service Contact<br><u>Nicole Handy</u> |
| Address (School Site)<br><u>1325 Gateway Blvd, Boynton Beach, FL 33426</u> |   |   |   |
| Temporary or Secondary Address   |   |   |   |
| Temporary or Secondary Telephone   |   | School Principal<br><u>Nicole Handy</u> | Principal Telephone<br><u>561-318-8087</u>  |
| Grade Level<br><u>6-8</u>  | Expected Opening Enrollment<br><u>530</u> | Maximum Enrollment<br><u>540</u>        | Type of School<br><u>Middle School</u>      |

School Hours: From 8:30 am To 3:30 pm

Breakfast Meal Hours (mandatory for elementary): From 8:30 a.m. To 9:05 a.m.

Lunch Meal Hours: From 11:25 am To 1:30 pm

Opening day of school (date) August 10, 2021

Operated by management company? ☐ Yes ☒ No

If "Yes", name company \_\_\_\_\_

Name of management company director \_\_\_\_\_

**Food Service Operation Plan Option** (choose one option only)

☐ \_\_\_\_\_ (school name) will become an independent Food Service Operator. The school will sign an Application-Agreement and Policy Statement with Food and Nutrition Management of the Florida Department of Education. The School will comply with all United States Department of Agriculture and Florida Department of Education laws and regulations.

☒ South Tech Prep (school name) would like to contract with the School District of Palm Beach County for a Food Service Program. The School will become a "Satellite Food Service Program" of an assigned "Base Kitchen(s)" with a signed contract between the Charter School and the District.

\_\_\_\_\_  
Signature of Authorized School Official

\_\_\_\_\_  
Date

## Food Service Annual Agreement CHARTER SCHOOL

**THIS AGREEMENT** is made and entered as of this March 11, 2021, by and between the School Board of Palm Beach County, a Florida public body corporate (School Board), and SouthTech Preparatory Academy, dnc a Florida nonprofit, d/b/a/\_\_\_\_\_, a charter school pursuant to Section 1001.33, Florida Statutes (Charter School).

**WHEREAS**, the School Board and the Charter School entered a Charter School Contract on \_\_\_\_\_ (Contract); and

**WHEREAS**, the above Contract provided that separate agreements may be entered into for the provision of school food services in accordance with federal and state laws and regulations, including but not limited to §1002.33, Florida Statutes; and

**WHEREAS**, the Charter School desires for the School Board, and the School Board desires through its Department of School Food Services, to provide meal services for breakfast, lunch, and/or the after school snack program, and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- I. RECITALS.** The above recitations of facts set forth in the preceding "whereas" clauses are expressly incorporated herein and form a part of the terms of this Agreement.
- II. TERM OF AGREEMENT.** The term of this Agreement shall be for a school year, commencing on July 1, 2021 and terminating on June 30, 2022, unless otherwise terminated earlier as provided herein. Meal service will commence 30 days after approval of the Contract by School Board.

### **III. SCOPE OF SERVICES**

New Charter Schools that would like to enter into the Food Service Annual Agreement must do so prior to May 31 for the upcoming school year. Existing charters that wish to discontinue the Food Service Annual Agreement with School Food Service for the following school year must notify School Food Service Department in writing by April 30.

- A. The School Board's School Food Service Department shall operate the meal programs on behalf of the Charter School, which may include the following:
1. School Breakfast Program, as authorized by 7 CFR Part 220
  2. National School Lunch Program, as authorized by 7 CFR Part 210
  3. Afterschool Snack Program, as authorized by 7 CFR 210 Subpart C.
  4. Child and Adult Care Feeding Program (CACFP), Afterschool Meal Program, under the direction of Department of Health.
  5. Community Eligibility Program – permits eligible schools to provide meal service to all students at no charge, regardless of economic status, authorized by the Healthy Hunger-Free Act of 2010.
- B. The School Food Service Department of the School Board (hereinafter referred to as SFSD) will provide the Charter School with meals that meet the minimum meal pattern requirements for the National School Lunch Program and School Breakfast Program as to components and portion sizes specified by United States Department of Agriculture (USDA) guidelines.
- C. SFSD shall plan, prepare, and organize meals for the Charter School through an assigned base kitchen (i.e., the kitchen designated by the Director of SFSD to prepare the meals for the Charter School).
- D. Meals will be delivered by SFSD if the sustained daily lunch participation is maintained at 75 meals or greater for a period of thirty (30) consecutive school days, at any given time during the school year. If the daily lunch participation is less than 75 meals per day, the Charter School is responsible for picking up the meals from the assigned base kitchen.
- E. School Food Service will maintain responsibility for the food safety and sanitation while food is in the custody of the School District Staff.

#### **IV. CONDITIONS PRECEDENT TO OPERATION OF FOOD SERVICE PROGRAM**

- A. In order for the Charter School to provide a school food service program through SFSD, the following condition(s) shall be met prior to the commencement of the services provided in Article 3 above.
1. The Charter School is responsible for obtaining a limited food service operating permit issued by the Palm Beach County Health Department (DOH).
  2. The Charter School must acquire and maintain any required certification or permit for the duration of this Agreement as required by 7 CFR § 210.16 (c).
  3. The Charter School must post all certifications, inspections, or permits as required by federal, state, and/or local law, or this Agreement.
  4. The Charter School must furnish to SFSD a copy of any certificates, inspections, or permits, required by this section within five (5) days of receipt. Such certificates, inspections or permits, and any renewals or amendments thereto, shall become automatically incorporated and included with this Agreement.
  5. The Charter School and SFSD shall agree to the meal times at least thirty (30) days before beginning the program. Changes to the meal service times must be submitted and approved by SFSD.
- B. The Charter School will notify the SFSD 30 days prior to a change in location of the charter school. This will allow ample time to relocate the base kitchen, if necessary.

C. The DOH requires plan submittal and prior inspection of facility before meals service may be instituted. SFSD must be provided with a copy of the Operating Permit.

**V. COLLECTION OF THE MEAL PRICE.** SFSD shall provide an employee to accurately collect cash, and record meal counts and categories during the meal service if meals are delivered to the site by SFSD. If meals are not delivered by the SFSD, the Charter School shall provide an employee to accurately collect cash, and record meal counts and categories during the meal service. Any Charter School student being provided a paid or reduced price meal and any adult shall be charged daily, consistent with this Agreement.

**VI. SCHOOL FOOD SERVICES DEPARTMENT CONTROL OF THE CHILD NUTRITION PROGRAM.** SFSD will maintain its responsibilities for administration of the food service program, in accordance with regulations and policies for USDA School Nutrition Programs. Specifically, SFSD will:

- A. Retain control of the quality, extent, and general nature of the food service, including counting and claiming meals, and ordering and accounting for USDA commodities.
- B. Ensure that the Child Nutrition Program conforms to the School Board's Agreement with the Florida Department of Agriculture and Consumer Services to participate in federally-funded Child Nutrition Programs.
- C. Retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit Child Nutrition Program.
- D. Retain signature authority for the annual School Nutrition Programs State application and monthly claims by electronically submitting required information to the Florida Department of Agriculture and Consumer Services.
- E. Retain control of the establishment of all prices, including price adjustments, for meals served under the nonprofit Child Nutrition Program account, e.g., pricing for reimbursable meals, a la carte service, and adult meals.
- F. Retain title to USDA donated foods, ensuring that all USDA donated foods made available to the SFSD accrue only to the benefit of SFSD's nonprofit Child Nutrition Program.
- G. Provide on-line Free and Reduced-Priced Meal application as determined by the SFSD, processing web site, and where applicable, provide free and reduced-price applications to the Charter School administration prior to the beginning of each school year. In the event of the Charter school participating in the Community Eligibility Provision Program, no Free and Reduced- Priced Meal application may be accepted or processed. If Community Eligibility Provision Program is offered to a charter school by the District, acceptance of this program remains the decision of the charter school.
- H. Retain responsibility for the review, approve or deny, certify and verify applications for free and reduced-price school meals in accordance with 7 CFR § 245. Provide hearings related to eligibility determinations in accordance with 7 CFR § 245.7. Provide hearings related to adverse actions resulting from verification in accordance with 7 CFR § 245.6(e).
- I. Consolidate and file claims for reimbursement for meals served, and other responsibilities as required or assigned.
- J. Maintain all applicable health certifications and assure that all state and local health regulations are being met for the preparation of foods in the base school.
- K. Comply with Federal regulations for accommodating students with special dietary needs and provide specific meal preparation instructions to the Charter School to ensure reimbursable



- meals are prepared that meet the child's specific dietary restrictions.
- L. Maintain full and accurate records to include daily, weekly, and monthly reports to comply with program requirements.
  - M. Assign a base school food service manager to provide oversight and manage the food service program for the Charter School, including monitoring to ensure compliance and the provision of technical assistance
  - N. Assign a food service employee to be responsible for the overall food service satellite operation at the Charter School, if meals are delivered by SFSD.
  - O. Assign a food service employee to monitor the Charter School food service program through periodic visits to ensure compliance with applicable federal and state laws and regulations, and local policies and procedures.

## VII. CHARTER SCHOOL RESPONSIBILITIES

### A. Certification of Charter School Staff Person in ServSafe

Prior to the commencement of the food services under this Agreement, the Charter School shall, at its own expense, have one or more of its employees certified in ServSafe for its food service program. When available, Charter Schools may attend classes provided by the SFSD which may reduce the cost of the certification. Base School Charters are not required to be ServSafe Certified as the School Food Service Manager assigned to the school will hold the required certification.

### B. Support During the Provision of Meals.

1. If the sustained daily lunch participation is maintained at seventy-five (75) meals or greater for a period of thirty (30) consecutive school days, the Charter School shall:
    - a) Upon request from SFSD, provide one (1) or more employees/volunteers paid by the charter school, hours to be determined by participation, to assist the SFS employee with unloading, loading food items from vehicle, serving meals and cleaning of food service area. The employees assigned to assist SFS must attend the annual mandatory trainings at the SFS office.
    - b) Provide adult supervision during the meal service period(s) to ensure that its' students, staff, and guests participating in the meal program engage in appropriate conduct in the food service area.
  2. If the sustained daily lunch participation is maintained at less than seventy- five (75) meals for a period of thirty (30) consecutive school days, meals will be picked up by the Charter, the Charter School shall:
    - a) Provide an appropriate vehicle that can accept and transport food in commercial hot and/or cold-holding equipment to ensure food safety.
    - b) Provide one (1) or more employees/volunteers paid by the charter school to accurately record meal distribution to maintain required accountability documentation. Such employees of the charter school must attend the annual mandatory trainings.
- C. Meals will be served only on school days approved by the School Board, consistent with the approved District calendar, except where a variance is approved by SFSD. Charter school must provide school calendar with signed agreement.**
- D. The provision of food for Field Trips must be approved 30 days in advance by SFSD.**
- E. Adequate Facilities and Space.** The Charter School will make available, without any cost or



charge to the School Board, area(s) of the premises agreeable to both parties in which SFSD shall render its services. The Charter School will make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations. School must make parking areas available that are easily accessible for food delivery.

- F. *Network Requirements.*** For POS connectivity, SFSD requires a hard wired Ethernet connection in the immediate vicinity of the POS registers terminating **DIRECTLY** into your ISP's Device (i.e. Cable Modem). This must bypass your internal firewall. Wireless connection is not acceptable. Internet Service Provider must be broadband or greater capability; DSL is not sufficient. Wireless access for alternative feeding locations maybe required if alternative locations are requested and approved by School Food Service Department.
- G. *Provision of Equipment.*** The Charter School will be responsible for providing and maintaining all necessary food service equipment needed to operate a kitchen to serve and heat meals as outlined in **Exhibit "A"**, attached and incorporated hereto. The Charter School will install any equipment needed to comply with federal, state, or local laws, ordinances, rules, and regulations. If equipment is not operating properly, meals will be adjusted to ensure food safety. Base School Charters **MUST** have all required equipment to serve the current enrollment.
- H. *Potable Water for Food Service Area.*** The Charter School shall have available potable water, at no charge, for students in the meal service area. The Charter School may implement this requirement by offering water pitchers and paper cups on lunch tables, a water fountain in the food service area, or a water fountain that allows students to fill their own bottles or cups with drinking water. In accordance with law, whatever solution is chosen by the Charter School, the water must be made available without restriction in the food service area.
- I. *Required Posting in Food Service Area.*** Annually the Charter School shall post *Justice for All* posters in all areas where food and snacks are served as required by USDA. Posters will be provided by the School Food Service Department to the Charter School at no cost.
- J. *Free and Reduced Price Meals Applications.*** A small supply of Free and Reduced Price Meal Applications will be provided by SFSD base school manager if needed; however, the preferred method for completing the applications is through the online application process. The Charter School shall return completed Free and Reduced Price Meal Applications to the SFSD on the day the charter school receives them.
- K. *Confidentiality.*** As stated in the School Food Service Management Policy 6.185 Section (7), student lunch status may only be shared with individuals outside of those responsible for the operation of the National School Lunch Program in limited situations. In order for SFS to share information there must be a legitimate "need to know" to provide a service or carry out an activity and the activity must be educational in nature. Only the person signing the form (PBSD 2528) may have access to the lunch status data and that person may not share the information with others. Teachers, guidance counselors, principals, etc. who are not providing such assistance may not have access. School Food Service (SFS) must secure a Confidentiality Agreement for Disclosure of Student Lunch Status Information (PBSD 2528) form, signed by the staff member responsible for the specific activity, prior to situations where the need for information is ongoing in nature. The Confidentiality Agreement shall be valid for the current school year in which the agreement is submitted to SFS. In the case of ESE testing for gifted services, the staff member responsible for determining who will need to complete the form for plan B (scoring for ESE Services), will need to sign the Confidentiality Agreement.

- L. *Meal Pricing.*** The Charter School shall follow the same meal pricing system established for all schools operated by the School Board. The School Board adopts the meal pricing for all meals.
- M. *Notifications/Communications to SFSD.*** The Charter School is responsible for communicating with the base school food service manager on a daily basis or as needed concerning: daily counts, status of student payments, Free and Reduced-Priced Meal applications, type(s) of meal service required, special needs, etc. The Charter School shall communicate the number of meals needed via email, fax or by emailing the scanned Meal Order form to the school food service manager at a time agreed upon by both parties.
- N. *Meal Accountability.*** The Charter School shall follow procedures for assuring accuracy at the point of meal service (determined by the SFSD) and will comply with all federal, state, and local rules and ordinances pertaining to the administration of the program, including but not limited to, reporting any known student food allergies.
- O. *Compliance with Laws and Regulations.*** The Charter School will comply with all applicable federal, state, and/or local laws, regulations, rules, procedures and guidelines, as now or hereafter amended, pertaining to the administration of the programs provided by SFSD.
- P. *Competitive Foods Regulations.*** The sale of foods and beverages on school grounds shall be limited to those provided by SFSD and shall comply with USDA Smart Snacks in School guidelines as stated in Section 5, Sale of Competitive Food and Beverages, in School Board Policy **6.185** (School Food Service Management Policy), as now or hereafter amended. Failure of the Charter School to comply with the School Board's policy governing competitive food sales jeopardizes funding through the National School Lunch Program, and may result in immediate termination of this Agreement.
- Q. *Pick-up of Meals, Required if Less Than 75 Meals.*** If the Charter School is required to pick up its meals from SFSD base school, due to the number of participants as provided herein, SFSD shall identify the base school kitchen for the pick-up of the meals. The Charter School shall transport the meals in approved commercial hot and/or cold-holding equipment, provided by the SFSD.
- R. *Maintenance of Reports.*** The Charter School will maintain the records necessary for the SFSD to complete any required monitoring, inspecting, or auditing activities under this Agreement.
- S. *Annual Training of Staff.*** The Charter School shall annually, at its own expense, provide designated employee(s) to attend and participate in an annual mandatory training administered by SFSD to ensure the Charter School is up-to-date on all regulations and procedures. It is recommended that the Principal or Assistant Principal attend the meeting, to ensure that all the information needed is received. This training will cover accountability, safety and sanitation, the free and reduced application process, offer VS serve, civil rights, and meal service requirements. This meeting is will be held during the summer months prior to the beginning of each new school year. It is a MANDATORY Training.
- T. *Wellness Promotion Policy.*** All Charter Schools must comply with the *District's Wellness Promotion Policy (2.035)* and the *Wellness Promotion Goals and Objectives*. Charters Schools are required to assess school compliance with this Policy. Each Charter School Principal shall designate an Assistant Principal and Wellness Champion at each school as the Wellness Promotion designees, to ensure that the Charter School complies with this Policy.

**U. Healthy School Teams (HST).** Florida Administrative Code 5P-2.002, requires each school to establish a Healthy School Team. Each Charter School Principal will default as the Healthy School Team Leader and has the option to appoint someone else to this two-year commitment. In addition to creating a culture of wellness on the school campus, leaders of this team are required to ensure school food fundraisers, are compliant with the Smart Snacks in School Rule, track food fundraisers and complete and submit the annual HST online assessment before the end of the school year. Additionally, during years where a HST conference is being held, Charter Schools are expected to have either the Principal or Assistant Principal, the HST Leader or the Wellness Champion attend the conference.

**V. Online Meal Payments and Fees in School Meal Program. (Optional)**

- a) Charter schools that would like to establish a prepayment account through the School Board's online prepayment vendor may opt to do so at the district's site license cost along with any additional required fees. These costs will be incurred by the charter school.
- b) Charter school agrees to pay the annual fee as follows (Initial one payment option):
- \_\_\_\_\_ Charter school will make a payment by check or internal funds transfer to the School Board (School Food Service).
  - \_\_\_\_\_ Charter school authorizes the School Board (district) to deduct the cost from FFEP funds prior to transferring funds to charter.
  - \_\_\_\_\_ Charter school authorizes the district to deduct an equal monthly payment for eight months, starting in September, from the FFEP funds. In the event that this is signed after September, the monthly payment will be calculated by dividing the total cost over the number of months left in the school year.

**W. Negative Balance Communications.** Charter Schools are required to communicate to parents/guardians with regard to any negative balances accrued. Procedures will be followed as to the methods set forth in School Food Service policies and procedures.

## **VIII. HEALTH AND SANITATION**

~~-----~~ **A. Health Inspection Requirements.** SFSD and the Charter School agree that federal, state, and local health and sanitation requirements will be met at all times. The Charter School will obtain and maintain all federal, state, and local health certifications and regulations that apply to its school eating facilities and any other facilities in which meals are prepared and/or served. SFSD will maintain applicable health certifications for any base school in which meals are prepared. All food at the base schools will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures. The Charter School shall send a copy of the Health Inspection to School Food Service Department after each Health Inspection.

**B. Safekeeping of Food.** All food that is delivered by the SFSD base school will arrive at the school site at the required temperatures for safe consumption. All food temperatures shall be verified and documented by the SFSD or charter employee, as required on the Satellite Delivery Report. All food will arrive free of contamination and in sanitary, temperature-controlled containers. Food items that have been delivered by the SFSD base school must be transferred to hot and/or cold-holding equipment that maintain proper temperatures. The Charter School shall provide the hot and/or cold-holding equipment. If the Charter School is required to pick-up its' meals as provided by this contract, all food temperatures shall be verified and documented before the items leave the SFSD base school. Once the food leaves the SFS base school, it becomes the responsibility of

the charter school.

**C. Inspections.** The School Food Service Department, the Florida Department of Agriculture and Consumer Services, and the US Department of Agriculture reserve the right to inspect the Charter School's kitchen and dining facilities without notice, at any time.

## **IX. RECORDKEEPING**

The Charter School agrees that all records pertaining to the operation of meal service are the property of the SFSD.

## **X. TERMINATION/SUSPENSION**

- A.** This Agreement may be terminated before expiration of its term upon any of the following conditions:
- 1. Automatic Termination.** This Agreement shall automatically terminate upon the School Board's termination of the District's Charter School Agreement with the Charter School.
  - 2. By the Parties.** Both parties may agree in writing to the termination of this Agreement; or, any time by a party, upon the giving of a thirty (30) day written notice (delivered by certified mail, return receipt requested) to the other party.
  - 3. For Cause.** This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days to rectify the defects in products or performance, prior to termination. For purposes of this subparagraph, substantial failure will include, but is not limited to the Charter School or SFSD's failure to adhere to, or violation of, any of the provisions of this Agreement.
- B.** This Agreement shall be suspended upon direction of the Department of Health, meals may be suspended for an undetermined period of time if the facility is found to be out of compliance with health and safety regulations. The Charter School shall pay the SFSD for any outstanding monies collected within 15 days of termination or suspension.

## **XI. LEGAL STATUS UPON TERMINATION**

Upon termination or revocation of this Agreement, all legal associations between the School Board, its SFSD, and the Charter School with regard to the services identified herein shall be severed.

## **XII. WAIVER OF SUBROGATION**

In regard to services provided in this agreement, in the event of loss, damage or injury to Charter School and/or Charter School's property, Charter School shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. Charter School hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of Charter School's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

### **XIII. INDEMNITY**

The Charter School shall indemnify and hold harmless the School Board from and against all liabilities, claims, demands, suits, causes of action, loss, and expenses including attorney's fees, of any and every kind and nature arising from the negligent or intentional act of agents or employees of the Charter School in connection with the provision of breakfasts, lunches, and after school snacks under this Agreement. Nothing herein shall be deemed to constitute a waiver of sovereign immunity on the part of the School Board or to reduce any protection from suit or judgment afforded to the School Board under Florida law. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives, and assigns, and cannot be waived or varied.

### **XIV. INSURANCE**

Insurance will be required as stated below. The School Board shall be named as an Additional Insured. The Charter School shall provide the Certificate(s) of Insurance for required coverage within seven (7) days of the date of request by the School Food Service Department, but in any respect at least thirty (30) days prior to the commencement of any Term.

**COMMERCIAL GENERAL LIABILITY.** Charter School shall procure and maintain, for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.

- Primary and noncontributory – CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

(Provide copy to School Food Service up renewal annually.)

## **XV. ACCOUNTABILITY REQUIREMENTS**

- A. *On-Site Inspections/ Reviews.*** Authorized representatives of the SFSD, the State of Florida, and USDA shall have the right to conduct on-site administrative inspections/reviews of the food service operation without prior notification.
- B. *Review of Invoices, Bills, and Pertinent Records.*** SFSD shall oversee all provisions of the Agreement, including but not limited to, Federal rules and regulations, crediting for and use of USDA Commodities, as applicable.
- C. *Recordkeeping.*** The Charter School shall maintain such records as SFSD will need to support its claim for reimbursement under the National School Lunch Act and Child Nutrition Act including accurate records of student attendance. Attendance must be documented daily in the district's student information system.
- D. *Inspections and Audits.*** The School District is subject to various audits that may require on-site inspections by representatives of the School Board, SFSD, Florida Department of Agriculture and Consumer Services, USDA, the United States Comptroller General, or the United States General Accounting Office.
- E. Charter School agrees and understands that the School Board's Office of Inspector General, or any other duly authorized representative of the School Board, shall have unrestricted access to all papers, books, records, documents and information, personnel and processes, data, computer hard drives, emails, instant messages, facilities, or other assets owned or used by Charter School with regards to this Agreement.**
  - 1. The Inspector General, or any other duly authorized representative of the School Board, Florida Department of Agriculture and Consumer Services or USDA, shall be entitled to audit the books and records of Charter School to the extent that such books, documents, papers, and records relate to any payment or the performance of this Agreement.
  - 2. In the event Charter School maintains its records or Agreement information in electronic format, upon request of the School Board's Inspector General or auditors, Charter School will provide a download of its records or Agreement information in an electronic format allowing readership acceptable by the School Board's auditors

## **XVI. NONDISCRIMINATION**

Both the Charter School and SFSD agree that no child who participates in the food service program will be discriminated against on the basis of race, color, national origin, gender identity or expression, sex, age, gender, disability, and shall comply with the USDA Food Nutrition Services Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

## **XVII. MISCELLANEOUS**

- A. *Headings.*** The headings contained herein are for convenience in reference and are not intended to define, limit, extend, or describe the scope of any provisions of this Agreement.
- B. *Successors and Assigns.*** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, employees, successors, and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be subcontracted, transferred, conveyed, assigned or otherwise disposed of without the

prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

**C. *Compliance with All Laws.*** Charter School shall comply with all applicable federal, state, and local ordinances pertaining to the Services under this Agreement.

**D. *Severability.*** If any section, sentence, clause, phrase, provision, or other portion of this Agreement is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Agreement.

**E. *Amendments.*** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement.

**F. *Applicable Law and Venue.*** This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any actions brought pursuant to this Agreement will be in Palm Beach County, Florida, or in the U.S. District Court for the Southern District of Florida.

**G. *Singular/Plural.*** Whenever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

**H. *No Waiver of Rights.*** No failure or successive failures on the part of either party to enforce any covenant or agreement, and no waiver or successive waivers of any condition of this Agreement, shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party to enforce the same in the event of any subsequent breach or breaches. No failure on the part of either party to this Agreement to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right.

**I. *Counterparts.*** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed as original, but all such counterparts shall together constitute but one and the same instrument.

**J. *Entire Agreement.*** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

**K. *Public Records Law.*** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Failure by either party to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the party not in violation.

**L. *Charter School Authority to Enter into Contract.*** The Charter School expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Agreement on behalf of the Charter School and that the Board of Directors of the Charter School has duly approved this contract.

This Agreement Template has been approved by the following School District of Palm Beach County officials.

SCHOOL BOARD OF  
PALM BEACH COUNTY, FLORIDA

By: Frank A. Barbieri, Jr. Date: 7/8/19  
Frank A. Barbieri, Jr., Esq., Chair

ATTEST:

Donald E. Fennoy II  
Donald E. Fennoy II, Ed. D., Superintendent of Schools

Date: 6/26/19

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

K. Hall Date: 4/25/19  
Office of General Counsel

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective as of the date and year first written above.

THE SCHOOL DISTRICT OF PALM BEACH COUNTY, SCHOOL FOOD SERVICE DIRECTOR

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

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

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

CHARTER SCHOOL South Tech Preparatory Academy Inc a Florida nonprofit  
corporation, d/b/a \_\_\_\_\_

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

Print Name: Robert Kesten

Title: Board Chair Date: \_\_\_\_\_



## Equipment List for Charter Schools

|     | Equipment   | 1 to 74 Meals | 75 to 200 Meals | > 200 Meals     | (Suggested) Mfgr /Model #                    |
|-----|---|---------------|-----------------|-----------------|--|
| 1.  | Refrigerator (lock included) Walk-in Cooler (Full Service Kitchen Only) | 1             | 2               | 2-3             | Victory / RS-1D-S7-EW                        |
| 2.  | Warmer (Must be Electric)   | 1             | 2               | 2-3             | Food Warming Equipment/ UHS-12 Cambro/ CMBP  |
| 3.  | Milk Box (lock included)  |               | 1               | 2               |  |
| 4.  | Hot Serving Counter<br>2-3 wells (Must have a sneeze guard)             |               | 1               | 1-2             |  |
| 5.  | Cold Serving Counter 2-3 wells  |               | 1               | 1-2             | Shelly/Delfield                              |
| 6.  | Service Table   | 1             | 1-2             | 2-3             |  |
| 7.  | Convection Oven   |               | TBD             | 1-2             | Blodgett/ Mark V (Full Service Kitchen Only) |
| 8.  | Steamer and/or Combi Oven   |               | TBD             | 1               | (Full Service Kitchen Only)                  |
| 9.  | Freezer (lock included) Walk-in (Full Service Kitchen Only)             |               | TBD             | 2-3             | (Full Service Kitchen Only)                  |
| 10. | 3 Compartment Sink  |               |                 | 1               |  |
| 11. | Ice Machine   | 1             | 1               | 1               |  |
| 12. | Hand Sink   | 1             | 1               | 1-2             |  |
| 13. | Locking Storage Cabinet (lock included)                                 | 1             | 1               | 1 or store room |  |
| 14. | Cashier Stand   | 1             | 1-2             | 1-2             |  |
| 15. | Tray Slide  | 1             | 1               | 1-2             |  |
| 16. | Washer & Dryer  |               |                 |                 | (Full Service Kitchen Only)                  |

**Three sets of keys must be provided to School Food Service Department for equipment that is required to provide locks.**

**Commercial grade equipment is required.      Equipment must be TBD upon signing Charter Agreement.      Full Service Kitchens (TBD by SFS)**

**All equipment will need to be approved by the School Food Service Department prior to signing the Agreement.**

**All hot and/or cold-holding equipment needed for transport will still be supplied by School Food Service Department.**

**2021**



## School Lunch contract

4 messages

Kathryn McInerney <kathryn.mcinerney@pbcharterschools.org>  
To: Nicole Handy <nicole.handy@pbcharterschools.org>

Wed, Feb 17, 2021 at 6:43 AM

Nicole,  
Are you going to go with the District this year or investigate other options?  
Kathy

--

Kathryn McInerney

Financial Officer  
SouthTech Schools

Phone 561-364-7926  
6161 W Woolbright Road  
Boynton Beach, FL 33437

[kathryn.mcinerney@pbcharterschools.org](mailto:kathryn.mcinerney@pbcharterschools.org)



Nicole Handy <nicole.handy@pbcharterschools.org>  
To: Kathryn McInerney <kathryn.mcinerney@pbcharterschools.org>

Wed, Feb 17, 2021 at 8:25 AM

We will stay with the district. Did they change the contract at all?  
Warm Regards,  
Nicole Handy  
Principal  
SouthTech Preparatory Academy  
Phone (561)-318-8087  
Fax (561)318-8294

[Quoted text hidden]

Kathryn McInerney <kathryn.mcinerney@pbcharterschools.org>  
To: Nicole Handy <nicole.handy@pbcharterschools.org>

Wed, Feb 17, 2021 at 10:07 AM

no...not since 2019. They did include an equipment list this year.

Just checking:

School Hourse 8:45 to 3:45  
Breakfast 8:10 to 8:40  
Lunch 10:35 to 12:35 ??

Please confirm.

Thanks  
Kathy  
[Quoted text hidden]

Nicole Handy <nicole.handy@pbcharterschools.org>  
To: Kathryn McInerney <kathryn.mcinerney@pbcharterschools.org>

Wed, Feb 17, 2021 at 11:04 AM

School hours are currently:  
8:30a - 3:30pm  
Breakfast: 8:30a - 9:05am  
Lunch: 11:25a - 1:30pm

We had to change the hours when we opened this year due to bell schedule changes (pandemic issues). We had to move from a 4X4 to a 3X3 schedule. We are still unsure what we are doing for next year. If we go back to the 4X4 we will be at these hours again:

School Hours 8:45 to 3:45pm  
Breakfast 8:10 to 8:40am  
Lunch 10:35 to 12:35

[Quoted text hidden]  
[Quoted text hidden]