

STA/STPA
GOVERNING BOARD/SAC
MEMBER PACKET
REGULAR MEETING
March 9, 2023

SouthTech Charter Academy, Inc.
SouthTech Preparatory Academy, 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.
STA/STPA Governing Board Regular Meeting Agenda
March 9, 2023

1. Opening of Meeting

- a. Call to Order**
- b. Pledge of Allegiance**
- c. Roll Call – Confirm Quorum**
Roger Dunson, Ayesha Edmond, Russell Feldman, Christina Grenga, Diane Heinz,
Dan Heller, Robert Kesten, Suzanne Nicolini, James Notter, and Tony Robinson
- d. Open Meeting Act Statement**

2. Approval of the Minutes

- a. STA/STPA Governing Board Regular Meeting Minutes February 9, 2023**

3. 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. Special Report**
 - **Transportation Update – Carla Lovett**
 - **Grants & Agritech – Meghan Shamdasani**

4. Public Comments on Agenda Items

5. SouthTech Academy Consent Agenda

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

Administrative Items

- A-1** I recommend that the Board approve the SouthTech Academy Student Handbook for SY2023-2024.
- A-2** I recommend that the Board approve the SouthTech Schools Grades 9-12 Student Progression Plan 2022-2023.

Financial Items

- F-1** I recommend that the Board approve and ratify the monthly financial statements for the months ending January 31, 2023, as required by the Sponsor.
- F-2** I recommend that the Board approve and ratify the SouthTech Schools Holdings, LLC Balance Sheet and Profit & Loss Report for the months ending January 31, 2023.
- F-3** I recommend that the Board approve the Food Services Agreement for SY2023-2024 with the Sponsor and authorize the Board Chair to sign all related documents.

- 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**

6. SouthTech Preparatory Academy Consent Agenda

a. Introduction of Consent Agenda for SOUTHTECH PREPARATORY ACADEMY:

Administrative Items

PA-1 I recommend that the Board approve the donations for the period from February 1, 2023, through February 31, 2023.

PA-2 I recommend that the Board approve the SouthTech Preparatory Academy Student Handbook for SY2023-2024, along with the revisions to the STPS Student Handbook For SY2022-2023.

Financial Items

PF-1 I recommend that the Board approve and ratify the monthly financial statement for the months ending January 31, 2023, as required by the Sponsor.

PF-2 I recommend that the Board approve the Food Services Agreement for SY2023-2024 with the Sponsor and authorize the Board Chair to sign all related documents.

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

7. Public Comments on non-Agenda Items

8. Board Comments

9. Motion to Adjourn

SOUTHTECH CHARTER ACADEMY, INC.
SOUTHTECH PREPARATORY ACADEMY, INC.
STA/STPA Governing Board Regular Meeting Minutes
February 9, 2023

1. Opening of Meeting

- a. Call to Order at 6:05 pm**
- b. Pledge of Allegiance**
- c. Roll Call**

Present: Ayesha Edmond, Russell Feldman, Diane Heinz, Dan Heller, Robert Kesten, Suzanne Nicolini, and James Notter

Absent: Roger Dunson, Christina Grenga, and Tony Robinson

Quorum confirmed.

- d. Open Meeting Act Statement**

2. Approval of the Minutes

- a. STA/STPA Governing Board Regular Meeting Minutes January 19, 2023**

Motion: Robert Kesten

Second: Diane Heinz

All in favor. **Motion carries.**

3. Reports

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

The Finance Committee met earlier this evening to review the financials for SouthTech Academy, SouthTech Preparatory Academy, and SouthTech Schools Holdings.

- December 2022 Financial Snapshot
- Income vs Expenditures
- Reserves
 - Request a Board Workshop in late March or early April
- Bidding process for Item F-3

- b. Executive Director – Carla Lovett**

- Making Connections:
 - Kijana Heroes (Thank you, Ms. Nicolini)
 - Celebrating Black History Month
 - Posters & Essay Contest
 - Institute for Small & Rural Districts (ISRD)
- Making Improvements:
 - Fence Installation at SouthTech Prep
 - Governing Board Photos on Display
 - Program Spotlight:
 - SouthTech Transition Program
- Making Plans:
 - Skills USA
 - Host the event at STA next year
- Next Meeting: March 9, 2023

- c. SouthTech Academy Principal – Eileen Turenne**

- Upcoming Events
 - Recruitment Open House 2.16.23
 - Black History Month Celebrations
 - Black History Month Breakfast 2.23.23

- Board members are invited to attend
- Enrollment Update
 - SY23 FTE #1
 - Enrolled = 1183
 - Budgeted = 1150
 - Difference = +33
 - SY23 FTE #2
 - Enrolled = 1141
 - Budgeted = 1150
 - Difference = -9
 - SY23 FTE Average
 - Enrolled = 1162
 - Budgeted = 1150
 - Difference = +12

d. SouthTech Preparatory Academy Principal – Nicole Handy

- Upcoming Events
 - Friendship Celebrations/Club days 02/14/23
 - Parent Training 02/15/23
 - Healthy School Initiative – 10 minutes of exercise every other day
 - Total to date = 66,500 minutes
- Enrollment Update
 - 6th = 172
 - 7th = 184
 - 8th = 176
 - Total = 532

e. Special Report

- Transition Program Spotlight – Robert Pancione
 - Overview of Programs and Services
 - Graduating seniors with an active IEP
 - Presentations and Tours
 - Interview Process
 - Academy Enrollment
 - Community Assistance
 - History
 - Started in 2001, Supported Employment, 2 teachers – 20 students
 - Grew to 160 students, 7 teachers, and 1 job coach
 - 2011 to 2014 – Dropped to 3 teachers
 - 2015 – Incorporated Academies
 - 2020 – I became the Transition Coordinator, 2 teachers – 42 students
 - 2021 – Added an additional teacher unit
 - 2022 – Added an additional teacher unit. 100% increase in 2 years.
 - 2023 – 4 teacher units, 82 students
 - Future Goals and Statistics
 - Anticipate adding at least 1 teacher unit for school year 2023/2024 as we have 100 applicants this year. If an additional teacher unit is needed, most of these students will be enrolled in Supported Employment.
 - SY24 109 applicants for the program
 - 94 of those are eligible for the program
 - 45 interviews scheduled with more anticipated
 - 75% of our transition students are currently employed.
 - We successfully place 70% of our Transition students in their field

- of choice upon receiving academic certifications.
- Success Stories – WPTV Interview

4. Public Comments on Agenda Items - None

5. SouthTech Academy Consent Agenda

a. Introduction of Consent Agenda for SOUTHTECH ACADEMY:

Administrative Items

A-1 I recommend that the Board approve the donations for the period from January 1, 2023 through January 31, 2023.

Financial Items

F-1 I recommend that the Board approve and ratify the monthly financial statements for the months ending December 31, 2022, as required by the Sponsor.

F-2 I recommend that the Board approve and ratify the SouthTech Schools Holdings, LLC Balance Sheet and Profit & Loss Report for the months ending December 31, 2022.

F-3 I recommend that the Board approve the professional janitorial service proposal from Glow Cleaning Plus, LLC.

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

- **Item F-3** – Suzanne Nicolini

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

Motion: Robert Kesten

Second: Diane Heinz

All in favor. **Motion carries.**

d. Approval of Each Pulled Item

Item F-3

Motion: Dan Heller

Second: James Notter

Discussion: Ms. Nicolini had a few questions about the contract that Ms. Lovett was able to address including the cancellation policy, waxing and summer work, and emergency services. Ms. Lovett also gave a synopsis of the bidding process and how Glow came to be selected by STA.

Vote: All in favor. **Motion carries**

6. SouthTech Preparatory Academy Consent Agenda

a. Introduction of Consent Agenda for SOUTHTECH PREPARATORY ACADEMY:

Administrative Items

PA-1 I recommend that the Board approve the donations for the period from January 1, 2023 through January 31, 2023.

Financial Items

PF-1 I recommend that the Board approve and ratify the monthly financial statements for the months ending December 31, 2022, as required by the Sponsor.

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: Robert Kesten

Second: Suzanne Nicolini

All in favor. **Motion carries.**

d. Approval of Each Pulled Item – N/A

7. Public Comments on non-Agenda Items

8. Board Comments

a. Russell Feldman

- Mr. Feldman asked the Board if they felt it necessary to have an interim evaluation of the Executive Director as the timeline that was approved would mean that she would go one and a half years between evaluations. Lisa DeVine explained that she had talked to Tony Robinson on the phone in regard to this matter, and as Personnel Committee chair, he recommends that an interim evaluation not take place. The Board agreed to follow the evaluation tool passed at the last meeting and wait until next December.

9. Motion to Adjourn at 7:14 pm.

Minutes Prepared by: _____ Approved by: _____ Dated _____
Lisa DeVine Russell Feldman

Motion:

I recommend that the Board approve the SouthTech Academy Student Handbook for SY2023-2024.

Summary Information:

The SouthTech Academy Student Handbook provides information to students, parents, and guardians with pertinent school information including the schools' Mission Statement, student expectations, bell schedule, important dates, and contact information. Excerpts from the Student Handbook are included in the student agenda.

Attachments: SouthTech Academy Student Handbook for SY2023-2024

Presented By:

Carla Lovett, Executive Director

Financial Impact:

There is no financial impact for this item.



2023-2024
STUDENT/PARENT/GUARDIAN
HANDBOOK

SHAPING LIVES... INSPIRING SUCCESS



GOVERNING BOARD OFFICERS	SCHOOL ADMINISTRATION	GOVERNING BOARD MEMBERS
<p>Russell Feldman Chairperson</p> <p>Suzanne Nicolini Vice Chairperson</p> <p>Dan Heller Treasurer</p> <p>Ayesha Edmond Secretary</p>	<p>Eileen Turenne Principal</p> <p>Erin Kurtz Assistant Principal</p> <p>Joey Franco Assistant Principal</p>	<p>Roger Dunson Sr.</p> <p>Christina Grenga</p> <p>Diane Heinz</p> <p>Robert Kesten</p> <p>James Notter</p> <p>Tony Robinson</p>

Mission Statement

SouthTech Academy's core mission is to graduate students prepared for work, higher education, and productive citizenship.

August 16, 2024

Dear Parents, Guardians, and Students,

It is my pleasure to welcome everyone to another great year at STA, where we aspire to help all Bulldogs feel connected as members of the SouthTech Family. We strive to challenge each student to grow in his or her abilities, and to become career and college ready.

To avoid discipline issues and ensure productive instructional time, it is imperative that students and parents read this handbook in its entirety. Students, take ownership of your future and apply yourself to your studies with a commitment to success. Families, get involved in your son's or daughter's education and personal development. Become active in the school as a volunteer, as a board member, or by serving on one of the committees that are so vital to every successful school.

At STA, we have excellent instructors who devote themselves to planning activities to engage our students in learning. These professionals utilize research-based best practices and analyze data to determine current skill levels and to set goals for improvement and growth. We believe that all students should graduate from high school prepared for work, higher education, and productive citizenship.

The expectation of SouthTech students is to embrace The Bulldog Way: Be respectful, responsible, and ready to learn—beginning with prompt arrival at school each and every day. Most importantly, as you embark on your learning adventure, put forth your best efforts—working cohesively with peers, taking pride in our school, and using technology with integrity.

It is truly an honor to have the opportunity to serve as Principal of SouthTech Academy. Beyond this, it is heartwarming to be part of a community in which teachers, students and parents care for each other and strive to build positive relationships that support academic, social, and career-related growth. Please feel free to contact me at (561) 369-7072 or at eileen.turenne@pbcharterschools.org.

I look forward to working with you and your families during this promising school year.

In Partnership,



Eileen Turenne
Principal

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2023-2024 Bell Schedule

A/B Schedule ~ Grades 9-12

Lunch A		Lunch B	
Breakfast	6:00 - 6:55	Breakfast	6:30 - 6:55
1st Period	7:00 - 8:27	1st Period	7:00 - 8:27
2nd Period	8:32 - 10:11	2nd Period	8:32 - 10:11
A LUNCH	10:11- 10:41	3rd Period	10:16 - 11:43
3rd Period	10:46 - 12:13	B LUNCH	11:43 – 12:13
4th Period	12:18- 1:45	4th Period	12:18 - 1:45

Printed student schedules will designate Lunch A or Lunch B.

The Bulldog Way



Respectful

Responsible

Ready to Learn

**School Colors:
Red, White & Blue**

Contact Information

Main Office: (561) 369-7000

Career Academies: (561) 369-7000

Clinic: (561) 364-7919

Exceptional Student Education Office: (561) 369-7009

Food Service: (561) 369-7074

School Counseling Office: (561) 369-7025

Student Services: (561) 369-7064

Career Academies

Auto Collision & Repair

Automotive Technology

Cosmetology

Culinary Arts

Business Management Academy

Commercial Arts Academy

Music and Sound Production

Information Technology

Medical Sciences

Digital Film and Broadcast

Veterinary Assisting

Students are allowed to make one academy change during their academic career at SouthTech Academy. Career Academy changes must be approved by Administration.

Dates to Remember 2023-2024

Parent Nights	
Meet the Teacher & Title I Parent Meeting	August 30, 2023
College & Career Fair	September 19, 2023
Meet the Teacher & Spring Parent Training	January 24, 2024
Teacher Work Days No School for Students	
October 13, 2023	
November 1, 2023	
January 8, 2024	
February 19, 2024	
March 25, 2024	
School Holidays	
Labor Day	September 4, 2023
Fall Holiday	September 25, 2023
Thanksgiving Week	November 18-26, 2023
Winter Break	December 23, 2023—January 7, 2024
Martin Luther King Jr. Day	January 15, 2024
Spring Break	March 16-24, 2024
Spring Holiday	April 10, 2024
Early Release Days	
SouthTech Holiday Luncheon	December 7, 2023
Final Exams—Periods 1 & 2	December 20, 2023
Final Exams—Periods 3 & 4	December 21, 2023
Final Exams - Make-up Day	December 22, 2023
Midterms—Periods 1 & 2	March 13, 2024
Midterms—Periods 3 & 4	March 14, 2024
Midterms—Make-up Day	March 15, 2024
Final Exams—Periods 1 & 2	May 28, 2024
Final Exams—Periods 3 & 4	May 29, 2024
Final Exams—Make-up Day	May 30, 2024
Last Day of School	
May 30, 2024	

Parent Involvement

Parents are strongly encouraged to play an active role in students' education while at SouthTech Academy. For information on parent involvement opportunities, contact Administration at (561) 369-7935.

Emergency School Closing Procedures

The Executive Director of SouthTech Academy will close school due to dangerous weather conditions or emergencies. In case of school closure, school will operate under the Instructional Continuity Plan. School closings will be announced on local radio and television stations, at southtechschools.org when possible and will coincide with the Palm Beach County School District.

Equal Opportunity and Non-Discrimination Statement

SouthTech Schools, a state-approved LEA, does not discriminate on the basis of race, color, national origin, sex or sexual orientation, marital status, age, religion, disability, genetic information, gender identity or expression, or any other characteristic prohibited by law in its educational programs, services or activities, or in its hiring or employment practices. Complaints regarding discrimination or harassment may be sent to: HR Manager, 6161 W. Woolbright Rd., Boynton Beach, Florida 33437; (561) 369-7042.

Message to Parents/Guardians and Students

The office will deliver messages to students on an emergency basis only. Transportation and other non-emergency situations should be handled prior to or after school. In the event of an emergency, please call (561) 369-7000 or (561) 369-7064.

Evacuation Drills

Evacuation routes are posted inside each classroom. The signal to evacuate will be either a horn alarm or an announcement over the P.A. system. Students are to evacuate quickly to their designated areas, remain calm and follow directions as they are given. Teachers will check rolls at their assigned areas. Students and teachers are to return to their classroom after the all-clear signal is given.

Setting off, damaging, defacing, or in any way disturbing fire alarms or fire-fighting equipment will result in a mandatory ten (10) day out of school suspension and possibly legal action.

Lost or Stolen Items

The school cannot assume responsibility for lost or stolen articles. Students are urged not to bring valuable items or large sums of money to school. Personal items or books found will be located in the student services or main office areas. School police or student services personnel will not disrupt classroom instruction to search for personal or unauthorized items which include cell phones, i-pods, or other electronic devices.

Closed Campus Philosophy

- Students are not permitted to leave campus without permission from administration. Violation will result in recorded absences from class or classes and additional disciplinary action.
- All **classroom areas** are off limits to students during his/her lunch period.
- Students are not permitted in the parking lot during the school day without **administrative** permission.
- If a student's vehicle is to be utilized for demonstration or practical application in the automotive labs, only the owner/student driver, with a proper hall pass will be permitted to transfer the vehicle from the student parking lot to the automotive lab where it must remain until the end of the school day and after the buses have departed.
- Any type of personal deliveries from off campus will not be permitted without prior administrative approval.
- Students must have a written hall pass to be out of class for any reason. Only one student will be released per hall pass.
- All visitors must sign-in and be cleared by the main office.

Financial Responsibilities

Students may view their financial obligations in SIS. Students are responsible for meeting financial obligations in a timely manner.

The diploma of any senior who has outstanding financial obligations at the time of senior checkout will be withheld until the debt is satisfied. Meeting financial obligations is a prerequisite for walking at graduation.

News Coverage of School Activities

At various times during the course of the school year, several activities require the use of the student's photograph, video image, art work, writing, annual yearbooks, graduation programs, websites and approved news gatherings, etc. Please note the language found within the annual Student Registration Form:

Parental Consent for Release of Student Photograph and Information

I hereby give permission for the school or District to use my child's photograph, video image, writing, voice recording, name, grade level, school name, participation in officially recognized activities and sport, weight and height of members of athletic teams, dates of attendance, diplomas and awards received, date and place of birth, and most recent previous school attended, in annual yearbooks, graduation programs, playbills, school productions, web sites, etc. and/or similar school or District sponsored publications or in school or District approved news media interviews, releases, articles, and photographs. I also provide permission for the release by the school or District to the media and governmental entities of my child's name, grade, school name and honors my child has received for public announcement of recognition of my student's accomplishments. I understand that without checking the permission box my child's name and photograph cannot and will not be included in any publications or presentation, including a school yearbook.

Parent Conferences

Parents are encouraged and invited to confer with teachers, counselors or administration any time during the school year. It is advisable to make an appointment to do so. This can be done by calling our School Counseling Department at (561) 369-7025 or by calling Student Services at (561) at 369-7064.

Governing Board

The SouthTech Academy Governing Board establishes policies and governing operations of SouthTech Academy. The Governing Board provides opportunities for all involved to have input into SouthTech Academy's success. It also promotes and increases teamwork between school, students and parents. Please call 364-7929 for more information.

Textbooks

If your classroom teacher issues textbooks, the student is responsible for those books until they are returned. On the outside cover of each book, there is a barcode, which is specifically assigned to each student so that the book can be returned in the event it is lost. Each book is given a rating according to the condition it is in when assigned to the student. If the book is returned damaged in any way, the student will pay a fine. At the time of issuance, please report any existing damage to the teacher's attention. Questions regarding textbooks should be directed to the teacher.

Visitors and Student Pick-up

Parents/Guardians are always welcomed and encouraged to visit the school. Visitors who are not parents/guardians are not allowed to visit students during school hours unless it has been pre-approved by administration. No student will be released to any person not on the Student Demographic Information in SIS. Those persons authorized to pick up a student must show proper photo identification. Parent/guardians may alter the student contact/pick-up list by contacting the data processor at (561) 364-7941. There will be no early release after 1:15pm.

Student Services

The Student Services department at SouthTech Academy will assist students and parents/guardians in understanding the rules and regulations in SouthTech Academy's conduct and behavior policies. The Student Services department will also implement and enforce discipline consequences.

Student Code of Conduct

The educational process of SouthTech Academy is to provide a safe environment that fosters student behavior that is socially acceptable and conducive to the learning and teaching process. It is the intent of this policy to establish guidelines and consequences for the conduct and discipline of students attending SouthTech Academy according to the Palm Beach County School District's discipline matrix. SouthTech Academy exercises these responsibilities:

- During the time a student is in route to and from school
- During the time a student is attending school.

- During the time a student is physically on the property which is owned or operated under the jurisdiction of SouthTech Academy or the Palm Beach County School District.
- During the time a student is attending any function sponsored by SouthTech Academy or the Palm Beach County School District.

All students at SouthTech Academy are expected to reflect its high standards by conducting themselves in a manner that is conducive to the orderly operation of the school. Students should be in class on time and change from class to class in an orderly fashion avoiding any behavior that may cause a disruption. Students must show respect and consideration for their peers and all members of the SouthTech Academy staff, including bus drivers.

Discipline Plan

Failure to comply with the **SouthTech Academy Student Code of Conduct** will result in consequences that may include a combination of the following which are not sequential steps:

- **Conference with student:** Private time with students to discuss behavior interventions/solutions. This can include direct instruction in expected or desirable behaviors.
- **Parent/guardian contact:** Teachers and/or administrators will contact parents/guardians with concerns and solutions to a student's conduct and behavior.
- **Request for parent/guardian conference:**
Teachers/administration or parents/guardians may request a conference to discuss student's conduct and/or behavior. In some cases, as determined by administration, a student may not be able to return to that class until a conference has taken place. That student will be sent to ISS (in school suspension) until such time that a conference is held.
- **Parent/guardian intervention:** As a result of the severity of an infraction, an administrative request may be made to the parent/guardian that a student should not return to school without the parent/guardian accompanying him/her for an administrative conference. It is important that the parent/guardian make the conference as soon as possible. The

days that a student is out shall not exceed ten days and will be considered unexcused absences.

- **In School Suspension (ISS):** ISS is the temporary removal of a student from regular classes for a determined number of class period/periods or day/days in which the student will be held in one classroom for the assigned time. There will be total silence while in ISS. Students will be given academic assignments that must be completed before the student will be released from ISS. Failure to complete an assignment or the disruption of ISS, will result in additional time added to ISS or out of school suspension (OSS).
- **Lunch Detention:** Disciplinary consequence in which an entire lunch period a student is assigned to the Choice/ISS room where they will silently eat lunch. Failure to report to Lunch detention will result in further disciplinary action.
- **Out of School Suspension (OSS):** Extreme disciplinary consequences may require the temporary removal of a student from SouthTech Academy. This removal is not to exceed ten (10) consecutive school days per incident. All out of school suspensions will be coded appropriately in SIS. The administrative designee shall include any analysis of suspension in the report of school progress.
- **Attendance Contract:** Missing 5 days per half-credit course or 10 days per full credit course will result in a student being placed on an attendance contract.
- **Discipline Contract:** Students may be placed on a discipline contract after repeated minor level offenses or major level offenses.
- **Withdrawal from SouthTech Academy:** Cumulative failure to adhere to SouthTech Academy policies may result in the student's withdrawal.
- **Expulsion:** As a result of an infraction that severely violates SouthTech Academy and the Palm Beach County School District policies, a recommendation may be made to the SouthTech Academy Board, who then may recommend to the Palm Beach County School Board not to allow a student to attend any public school in Palm Beach County.
- Rules and regulations will apply to all school related activities on or off campus, including school transportation. A good faith effort shall be made by instructors and/or administrators to

employ parental involvement whenever necessary to assist in a student's negative behaviors or academic performances.

Discipline Matrix of the Palm Beach County School District

According to SouthTech Academy's Student Code of Conduct Policy, SouthTech Academy will use and follow the codes set forth in the Palm Beach County School District's discipline matrix to determine reasons and consequences for discipline infractions. In addition, SouthTech Academy subscribes to School-wide Positive Behavior Interventions Support, and has developed a matrix for school-wide behavior expectations.

Acceptable Use of Technology

Students will be held financially accountable for damage to Chromebooks or any other SouthTech Academy property.

There will be no unauthorized use of electronic devices during instructional time. If the electronic device becomes disruptive, it will be confiscated. Unauthorized use during instructional time includes, but is not limited to the following:

- Complaint of Photography without consent
- Complaint of Recording without consent
- Texting
- Social networking

Before school, during class transitions, during lunch, after school, and during school-sponsored activities, electronic devices may be used respectfully and appropriately. Inappropriate use during non-instructional time includes, but is not limited to the following:

- Complaint of Photography without consent
- Complaint of Recording without consent
- Cyberbullying
- Negative postings in social media

Any unauthorized or inappropriate use of an electronic device will result in confiscation. After the first offense, students may reclaim their devices in Student Services, but not during instructional time. In the case of repeat offenses, a parent or guardian will be required to retrieve the device. SouthTech Academy is not responsible for lost or stolen devices.

Failure to comply with the *Technology Acceptable Use Policy* will result in the following action:

1st Offense – Items will be confiscated and the student may retrieve the item at the end of the day.

2nd Offense –Return of the confiscated item will require the parent/guardian to come to the Student Service Department and pick up the item.

3rd Offense - Confiscated items will not be given back to the student or parents until the end of the semester as defined by the Palm Beach County School District Matrix.

Refusal to turn over a device to a SouthTech Academy faculty or staff member when requested will result in a referral for insubordination.

Continuous Offenses: Items will be confiscated and the student will receive a referral for insubordination. Disciplinary action will be taken as outlined in the Palm Beach County School District discipline matrix.

Drug, Alcohol or Tobacco/E-Cigarette Violation

1st Offense – Students will be provided with an opportunity to exchange days of the 5-day out-of-school suspension for the district-approved alternative to suspension program. Students will then be placed on a behavior contract.

Repeated Offenses – Students will be withdrawn from SouthTech Academy.

Dress Code

SouthTech Academy will adhere to the following dress code policies—enforcing the following **dress code policies** as we prepare our students for future success.

- When on campus, students will wear the appropriate SouthTech Academy uniform. This uniform must be properly worn and visible at all times during the school day.
- Students may wear jackets and hoodies with zippers or approved pullovers. Hoodies should not be worn over the head at any time.
Academies have veto power on outer garment attire and accessories.
- Students are not permitted to wear pants that fall below the waist or droop too low (no exposed underwear).
- No pajamas, sweat pants, or athletic wear
- No pants with holes and rips.

- No mini-skirts or exposed midriffs.
- Shorts may be worn only while participating in Physical Education classes, along with approved Physical Education Department shirts.
- No full head coverings.
- Uniform shoes must have backs and be close-toed.
- No Crocs, slides or bedroom-type footwear.
- With pre-approved administrative permission, students participating in boundary school sports activities may wear a Game Day Jersey on Game Day **only**.

Failure to comply with these dress code policies will result in one of the following consequences:

- Purchase a new uniform
- Spend the day in ISS
- Repeated violations will result in further disciplinary actions.

False Fire Alarm

Any student who pulls the fire alarm without legitimate cause will be subject to immediate disciplinary and legal action.

Student ID Badges

All students must wear their school ID badge at all times. Failure to wear the required student ID badge will result in disciplinary action.

Search and Seizure

Any school administrator or authorized officer may conduct a search of a student on the school premises if there is reasonable suspicion to believe that the student possesses an item of contraband. Any school administrator or authorized employee may conduct a search of students' lockers and backpacks. Any confiscated property belonging to a student will be returned to the student or his/her parents by the end of the school year, except as required by law or by consideration of safety for students and staff. Students/parents are to arrange for pick-up of the items at the designated time.

Fighting

SouthTech Academy has a zero tolerance policy for fighting. SouthTech Academy promotes effective forms of communication that result in positive outcomes when disagreements occur. Students will learn how to engage in restorative practices such as conflict resolution to resolve issues.

Assault and Battery

Whenever any student, parent, or other person commits an assault or battery upon any elected official or employee of a school district, and the elected official or employee is on school property or is away from school property on official business, any offense will be prosecuted to the full extent of the law.

Sexual Harassment Policy

SouthTech Academy and the School District of Palm Beach County, prohibits sexual harassment activity by any student. This policy shall apply to all official activities of the school and the district. It is recognized that discrimination or harassment complaints by students may arise from actual or perceived situations and circumstances. Students are obligated to carefully examine this policy prior to filing a sexual harassment complaint. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct and the context in which the conduct occurred will be investigated.

For the purpose of this policy, sexual harassment shall be defined as unwanted sexual advances and other inappropriate oral, written or physical conduct of a sexual nature that when conducted substantially interferes with a student's academic performance or creates an intimidating, hostile or offensive environment. Examples of sexual harassment may include, but are not limited to:

- Any unwanted sexually oriented physical act or advance. This includes inappropriately grabbing or touching, bumping or rubbing against someone, kissing, holding, fondling or any similar contact.
- Verbal harassment or abuse. This includes comments regarding one's gender, body or appearance, making sexual jokes, innuendoes or stories.
- Unwelcome demands or request for sexual activities.
- Creating a school environment that is intimidating, hostile, abusive or offensive because of engaging in sexually oriented nonverbal conduct. This includes

making obscene gestures, displaying sexually suggestive objects, posters or other material. Written sexual remarks, suggestions and drawings are also included.

Any student who violates this policy will be disciplined according to the Palm Beach County School District's discipline matrix.

Bullying and Harassment Policy

The paramount goal of SouthTech Academy and the School Board is to ensure a safe, secure, civil and respectful learning environment. This requires the efforts of everyone in the school environment. The purpose of the policy is to assist SouthTech Academy and the School District in its goal of preventing and responding to acts of bullying or harassment and its compliance with the Jeffrey Johnson Stand Up for all Students Acts, Section 1006.147, and Florida Statutes.

For the purpose of this policy bullying and harassment will be defined as chronically inflicting physical hurt or psychological distress on one or more students. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting or dehumanizing gesture by an adult or student that creates an intimidating, hostile, or offensive educational environment that interferes with an individual's school performance or participation; and may involve, but not be limited to: Teasing, social exclusion, threat, intimidation, stalking, physical violence, theft, religious or racial/ethnic harassment, public humiliation, damaging or destruction of property, placing a student in reasonable fear of harm to his or her person or property and cyber bullying, cyber stalking among others.

In compliance with the Jeffrey Johnson Stand Up for all Students Act, SouthTech Academy has read and reviewed anti-bullying initiatives with all staff, put posters in appropriate areas throughout the school, established a designee to review, maintain and monitor any bullying/harassment incident reports and the bullying/harassment anonymous drop box.

Any student who violates this policy will be disciplined according to the Palm Beach County School District's discipline matrix.

Parent/Student Grievance Procedure

The Governing Board of SouthTech Academy recognizes that misunderstandings between students, parents/guardians, and school staff may occur. It is the intent of this policy to provide a means for resolving these issues:

- A key ingredient in a student's educational success is parental involvement in the student's education. This includes daily parent/student discussion and parental involvement in school activities such as Open House and Governing Board meetings.
- Parents/guardians are encouraged to arrange, by appointment, periodic conferences with their student's instructional staff to discuss student progress and needs, and resolve minor misunderstandings.

Parents or students wishing to file a formal grievance shall do the following:

- Submit a written request to the School Principal outlining the nature of the grievance and desired resolution.
- The Principal shall schedule a meeting with the appropriate Assistant Principal and staff member(s) involved with the issue at a convenient date and time. This shall occur within (5) five days of receiving the grievance.
- After staff has discussed the issue, a meeting will be scheduled with the parents/guardians and /or student to resolve the situation.
- If the issue is not resolved, the parents/guardians or student may appeal to the Executive Director for resolution. The Executive Director shall schedule a hearing with all involved parties and deliver a response within ten days of the request.
- The parent/guardian or student, after exhausting school center remedies, may appeal the grievance to the Governing Board. The parent/guardian or student shall make a request in writing to the Governing Board Secretary requesting a Governing Board hearing. The meeting Governing Board chairman may call the governing Board to an Executive Session meeting if it is determined to be appropriate in light of statutory mandates. The Governing Board shall render a final decision on the matter by majority vote within thirty days.
- The parents/guardians may have another adult of their choice

attend any of the above sessions, with prior written notification, which includes the person's identity and role, to assist them in articulating their grievance and resolution.

The Board, Executive Director, Principal and Academy staff shall respect the rights of students and parents/guardians to disagree on an issue, and seek redress without fear of reprisal.

Transportation Policy

Riding the bus is a privilege. A student may be suspended from riding the bus if his/her conduct presents a safety concern. SouthTech Academy may suspend any student from riding the bus for a period not to exceed 10 (ten) days. Students and parents/guardians will be notified of such a decision within 24 hours of said suspension. Repeat offenders may be subject to expulsion.

Parking and Driving on Campus

Parking on school property is a **privilege** that carries responsibilities.

- Students must produce a valid Florida's Operators Driver's License, the vehicle registration, proof of auto insurance, and a SouthTech Academy Parking Application, signed by the parent/guardian and student in order to apply for a parking mirror tag.
- Upon approval, the parking tag will cost \$35.00. If a parking tag is lost or misplaced, the student may purchase a duplicate tag for \$5.00.
- Decals are to be suspended from the mirror and must be displayed at all times while the vehicle is on campus.
- Decals may not be transferred from person to person or vehicle to vehicle.
- Students must drive with care and obey all State of Florida traffic laws.
- Any instances of reckless driving may result in a 5 day suspension of parking privileges.
- The on-campus speed limit is 15 MPH and will be enforced.
- Students may not return to their car during school day (including lunch) unless authorized by Administration.
- No loitering is allowed in the parking lot before, during

(including lunch), or after school. Students must depart the student parking lot immediately upon arriving at school.

- All students are to park in their assigned parking space unless notified by School Police or administration.
- Students that are habitually late may have their parking privileges suspended or revoked.
- Any student taking another student off campus without proper authorization will result in:
 - **1st Offense** – Loss of parking privileges for no less than 10 days
 - **2nd Offense** – Loss of parking privileges for no less than 30 days
 - **3rd Offense** – Loss of parking privileges for remainder of school year

Attendance Policy

Pursuant to Florida statutes 1003.01 all students shall be required to attend school. Florida Statute 1003.24 states that it is the responsibility of parent(s)/guardians(s) to insure their children attend school on a regular basis. “Regular basis”, according to statute and policy means attending school every day including every period.

SouthTech Academy operates on a 4x4 block that has 4 grading terms. Any student missing more than 5 days per half credit course or 10 days per full credit course, whether excused or unexcused, will put themselves in peril of not receiving full credit and may jeopardize their continued enrollment at SouthTech Academy.

Pursuant to Florida State Statute 1003.26 the Executive Director and Board of SouthTech Schools has the authority to take steps to bring **criminal prosecution** against the parent(s)/guardians(s) of a student that has violated the State of Florida Department of Education, Palm Beach County District School System and SouthTech Academy attendance policies which are the same.

To implement the provisions of state laws and rules requiring School Districts to verify the enrollment and attendance of students for the purpose of granting or denying driving privileges, the names of students who are in violation of the enrollment and attendance requirements for being licensed to drive in the State of Florida will be submitted by the principal or designee to the Department of Highway and Motor Vehicles (DHSMV) with recommendations to suspend such student’s driving privileges.

Parents/guardians of students, who need to miss school due to religious holidays, should notify **Student Services** in writing prior to the date(s) requested for approval of the student to be excused from school on said day(s).

Students with prior approval via a (Temporary Learning Elsewhere) Field Trip Permission Form STCAI 1571 are allowed 2-1/2 days per year in grades 11 and 12 (for a total of 5 days) to visit colleges. Local colleges (Palm Beach State College, FAU, and Palm Beach Atlantic College) are not included. Proof of visitation must be returned to the **Student Services Department** for the missed days to be excused within 24 hours of the student's return to school.

Excused and Unexcused Absences

The parent(s)/guardians(s) and students understand that Florida State Law requires that all students attend school each day without exception unless there is a documented excuse for being absent.

After 5 days absent per semester, a warning will be issued. After 10 days absent, excused or unexcused, a student will be placed on an attendance contract.

It is the responsibility of the parent(s)/guardian(s) to justify an absence within **24 hours** of the student's return to school. The justification will be evaluated based on the adopted School Board definition of "excused" absences which are:

1. Student illness
2. Medical appointment
3. Death in the family
4. Religious holidays or services recognized by all members of the faith
5. Subpoena by law enforcement agency or mandatory court appearance
6. Other individual student absences beyond the control of the parent or student, as determined and approved by the Principal or Principal's designee.

It is SouthTech Academy and The Palm Beach County School District's policy that the school responds in a timely manner to excused or unexcused absences. To this effect the Palm Beach County School District, through automatic dial, attempts to contact the parent/guardian within 24 hours of a student's absence.

Tardies

General Expectations

- Students are expected to be on time for all of their classes.
- Students are tardy if they are not in classrooms when the tardy bell rings.
- Late-arriving students will be marked tardy in the SIS.
- Students who arrive late will report to the nearest tardy station for a pass.
- **The Student Services Team will conduct Tardy Sweeps every day for each period after the final bell.**
 - **Students found loitering in the hallways will be subject to disciplinary action.**
- Students who arrive later than 45 minutes will be assigned to ISS for the remainder of the period, unless it is an excused tardy.

Managed by Student Services

- Students who accumulate unexcused tardies will receive administrative consequences as follows:
 - Three (3) unexcused tardies, in one or more classes, will result in one (1) lunch detention and parent contact.
 - Six (6) unexcused tardies, in one or more classes, will result in one (1) period of In-School Suspension (ISS) from their Academy class.
 - Nine (9) unexcused tardies, in one or more classes, will result in one (1) full day of In-School Suspension (ISS).
 - Twelve (12) unexcused tardies, in one or more classes, will result in an attendance contract and a referral to the School-Based Team for specific, targeted interventions.

Multiple Documented Offenses

- Student Services will develop a formalized intervention plan, which includes an attendance contract, for all students who become truant.
- Students who violate the terms of their attendance contracts jeopardize their continued enrollment at SouthTech Academy.

Procedures for Leaving Campus

- Only parents/guardians/formal designees that are **pre-approved** and listed **in the SIS** may sign out and pick up a student.
- Early dismissal will not be permitted between 1:15PM and 1:45PM.

- Parents/guardians/formal designees **must** provide some form of picture identification i.e., driver's license to main office personnel to sign out a student regardless of the students age.
- Parents/guardians/formal designees **must** complete the sign out log located in the main office.
- The main office will process **all** release of students.
- Written notes or phone calls **will not** be an accepted method for the release of any student.
- School Personnel will verify identity and custody issues before releasing a student to parents, guardians, or formal designees.

Wellness Promotion

SouthTech Academy follows the School District's wellness promotion policy 1.11 which is intended to fulfill the requirement under Public Law 108-265 state statute 204 (204) (42 U.S.C. statute 1751 Note) that promotes student health and reduction of childhood obesity, as well as to promote wellness for employees.

Student Activities

SouthTech Academy does not offer any interscholastic sports activities. SouthTech's charter agreement with Palm Beach County School District specifies that any SouthTech student in good standing may participate in interscholastic sports or other FHSAA activities at their boundary school. In addition, SouthTech Academy does offer after school intramural sports as well as various clubs and other activities in which students may participate.

To participate in any club, athletics or school-related activity a student must:

- Have a minimum of a 2.0 GPA
- Not be on a Discipline Contract
- Not be on an Attendance Contract
- Beginning in September of 2023, seniors must have met all graduation requirements—including community service and state assessments, along with having earned at least one Industry Certification. Any exceptions to the Industry Certification requirement must be approved by the Director of Career Academies.

Pledge of Allegiance

According to s.1003.44F.S., Patriotic Programs, upon written request by the parent/guardian, a student may be excused from reciting the pledge, including standing and placing the right hand over the heart. Students who have not been

excused via written request by the parent/guardian are expected to stand for the Pledge of Allegiance.

Posting of Advertisements, Signs or Messages

Prior to any advertisements, signs or messages being posted at SouthTech Academy, understand that administrative approval is required. To obtain administrative approval, follow these steps:

- Email the proposed sign, poster, or photo thereof to Administration.
- Await approval from a member of the Administrative Team.
- Once approval has been secured, proceed to post signage.

In the event that any signage is posted without approval from Administration, it will be removed.

Clinic

The clinic is located in the front office and is staffed by a trained professional. Once a student has been referred to the clinic, the clinic will administer first aid, and families will be contacted as needed. Only parents/guardians/formal designees who are **pre-approved** and listed in the **SIS** may sign out and pick-up an ill student via the Main Office. If pre-approved designee is not reached, then the student will remain in the clinic or return to class.

Medication Needs

A student under the care of a physician and needing to take medication must clear its use by obtaining written permission from the parent and physician, or other authorized person on the emergency card. Students must secure the **Authorization of Medication** form from the school nurse and have it completed by the physician and parent. Completed forms must be returned to the school nurse. The medication itself should be presented to the nurse in the original container issued from the pharmacy. The school nurse or designee will monitor the administration of the medicine. **The school cannot issue any over-the-counter drugs** to any student and can comply only with the above-listed procedure. Parents must notify school administration if a student has a special medical condition or need. If a parent requests that prescription medication be given to their child, a doctor's written authorization and the original prescription containers should provide dosage and storage instructions. Prescriptions will be refilled as needed by the parent. **Students are not allowed to carry any medication on campus at any time.**

Accidents and Injuries

As conditions warrant, students injured on school premises will be evaluated by the clinic staff. Depending on the severity of the injury they will be taken to the school clinic, or if needed, with the permission of the parent/guardian, transported to an area hospital. In any and all cases, the parent/guardian will be notified. The supervising teacher or staff member will submit an accident report to the Office Manager within 24 hours.

Voluntary Student Accident Insurance

A voluntary student accident insurance program is available. Application forms regarding coverage and benefits can be obtained from the main office. Student insurance coverage is strongly recommended for all students. Health Science students must purchase specialized insurance.

Mental Health and Student Safety Evaluation

In case of emergency, SouthTech will provide onsite mental health evaluation and release to a law enforcement officer as necessary:

- SouthTech Academy will notify a student's parent or guardian if the student is in need of evaluation.
- Administration may delay notification by up to 24 hours if there is suspected abuse, abandonment or neglect and the delay has been deemed to be in the student's best interest.
 - Delay in notification may occur only after a report of suspected abuse, abandonment or neglect is submitted to the Department of Children and Families' central abuse hotline.

Rules and Procedures for Grading

Grading Period and Report Card Distribution

Report cards are generated every 4-1/2 weeks. The report card will reflect the academic status and attendance for each student. Any student in jeopardy of failing may receive daily or weekly progress reports issued to the parents.

Student Information System

Parents will be able to view student grades through the Student Information System (SIS).

General Rules for Grading

Grading shall be based on the quality of work done. A student's attendance, daily preparation and promptness in completing assignments must be consistent and congruent with the grades given. Students are required to make-up all work missed for all absences. A student must complete all work within one day for each day he/she is absent from class. Students who fail to make-up work will be assigned a zero for all assigned work missed on a daily basis which could result in failure of the class and loss of credit.

Cheating/Plagiarism

Any work submitted by a student must represent his/her own effort. In the case of material borrowed from another source, the work submitted must include clear and appropriate attribution. Any student who is caught cheating or deliberately plagiarizing will be subject to disciplinary action. Grade-related consequences will be determined by Classroom Instructors as stated in syllabi.

Credits

Florida Statutes mandate a minimum of 120 hours of attendance for one credit to be awarded. On the block schedule utilized by SouthTech Academy, perfect attendance provides 123.0 hours of instruction available to students. Three absences place the student below the required hours of attendance. An alternative to meeting hours-of-attendance requirements is to demonstrate mastery of the course content. Mastery is defined as: (1) passing at least one of the two quarters and, (2) passing the semester final examination or (3) passing both of the quarters. Students may earn one credit per semester for each course successfully completed.

Senior Exemptions

For any non-EOC course, a graduating senior who has received A's and B's in BQ 3& BQ 4 or BQ7 & BQ8 for that course may choose to be exempt from the final examination for that course. If exemption is chosen, the quarter grade for the non-EOC course will be determined by averaging the last two marking periods. If exemption is not chosen, the quarter grade for the course will be calculated using the normal grade calculation method for all high school credit courses. Seniors in an EOC course may not be exempted from the EOC assessment.

Grading Scale

- A = Outstanding progress (90%-100%)
- B = Above average progress (80%-89%)
- C = Average progress (70%-79%)
- D = Lowest acceptable progress (60%-69%)
- F = Failure (below 60%)
- W = Withdrawn
- I = Incomplete
- E = Senior exempt from final exam

Student Behavior Evaluation

- 4 = Student's behavior is very constructive to learning.
- 3 = Student's behavior is generally supportive of learning.
- 2 = Student's behavior is detrimental to his/her own learning.
- 1 = Student's behavior is detrimental to his/her own learning and to the learning of others.

School Counseling

Graduation Requirements

The typical student will successfully complete eight credits or units per year. A minimum of twenty-four credits earned in grades 9-12 are required for graduation. In order to graduate from SouthTech Academy with a regular diploma, the student must meet the following requirements:

- Pass the following statewide assessments
 - Grade 10 ELA or concordant scores
 - Algebra 1 EOC or comparative score
 - Students enrolled in Biology, US History, Algebra 1, and Geometry must take an EOC which will count as 30% of the final grade
- Maintain a cumulative GPA of 2.0 on a 4.0 scale.
- Complete 20 hours of community service.
 - Items excluded from community service are: donations, service to benefit for-profit businesses, and court mandated community service.

- A student who does not have access to community service opportunities will be provided opportunities on campus.
- Students must earn one of the required credits in a virtual program (economics at STA).

Required Subjects

- English/Language Arts – 4 credits
- Mathematics – 4 credits (Must include Algebra 1 and Geometry. One credit from middle school may be utilized)
- Science – 3 credits (Must include biology and physical science)
- Social Studies – 3 credits (World History, U.S. History, American Government and Economics with Financial Literacy)
- Physical Education - 1 credit (**must** include ½ credit of personal fitness and ½ credit of physical education activity elective.
- Fine and/or Performing Arts – 1 credit
- Electives – 8 credits (7.5 credits for students entering in 2023-2024 and thereafter)
- Beginning with students entering in 2023-2024 each student must earn .5 credit in personal financial literacy

Dual Enrollment

Students must have a 3.0 unweighted grade point average (GPA) and college ready test scores in order to dual enroll at Palm Beach State College. Freshmen must have a 3.5 unweighted GPA. For more information contact your school counselor at [\(561\) 369-7025](tel:5613697025).

Diplomas

Standard Diploma

- Awarded to students who meet all criteria established by SouthTech Academy, The Palm Beach County School District and The Florida State Department of Education.

Certificate of Completion:

- Awarded to students who meet all credit criteria established by SouthTech Academy, The Palm Beach County School District and The Florida State Department of Education, but did not pass the FSA/EOC and/or did not maintain a 2.0 cumulative grade point average.

Diploma Designations

In addition to meeting the 24-credit standard high school diploma requirements, a student may earn:

- *Scholar* Designation:
 - Earn 1 credit in Algebra II
 - Pass the Geometry EOC
 - Earn 1 credit in statistics or an equally rigorous mathematics course;
 - Pass the Biology I EOC
 - Earn 1 credit in chemistry or physics
 - Earn 1 credit in a course equally rigorous to chemistry or physics
 - Pass the U.S. History EOC
 - Earn 2 credits in the same world language
 - Earn at least 1 credit in AP, IB, AICE or a dual enrollment course
- *Merit* Designation:
 - Meet the standard high school diploma requirements
 - Attain one or more industry certifications from the list established (per section 1003.492, Florida Statutes).

Scholarships

SouthTech Academy's School Counseling Department provides information regarding a variety of scholarship opportunities. It is in the student's best interest to look at this information early in his/her high school career so that plans can be made accordingly. To that end, a list of scholarship opportunities from local and national organizations is located in the School Counseling Google Classroom. We encourage students to utilize our resources to find ways of furthering their secondary educational pursuits, and to secure employment based on the skills learned at SouthTech Academy. See your School Counselor or Vocational Instructor for more information.

Class or Schedule Change

A student wishing to withdraw from a class or have a schedule change must request a schedule change by completing a form in the School Counseling Google Classroom. Students must continue to attend all classes until they are officially withdrawn or until their schedule has been officially changed. Schedule changes **MUST** be justified and will be approved on a limited basis. Unless special

circumstances exist, schedule changes after the second week of a class will not be approved.

Withdrawals and Transfers from School

The following must be completed in order for a student to withdraw or transfer from SouthTech Academy:

- Parent/guardian must accompany the student to the School Counseling Office and authorize the student's withdrawal.
- Turn in all books and clear financial obligations.
- Complete the required exit interview/survey.
- Complete the withdrawal Form PBSO 0756 and obtain all the required signatures.
- Return the completed withdrawal form to the School Counseling Department.

Student Records

Parents and/or students eighteen years of age or older shall have the right to inspect, review and obtain copies of any and all official records, files and data directly related to the student. These records may be obtained through the data processor's office. Copies of education records shall be provided upon request according to Florida Statutes.

Transcripts

An official compilation of credits for release to other schools or organizations is called a transcript. Arrangements for transcripts can be made through the school counseling office. Electronic transcripts are free of charge. Paper transcripts are \$3.00. See the transcript request form for exemptions and instructions.

Certificates

- **Vocational Certificate of Completion** – Awarded to students who complete a vocational job preparatory program as outlined in the Department of Adult, Vocational and Community Education guidelines.

SOUTHTECH ACADEMY PARENT/GUARDIAN/STUDENT ACKNOWLEDGEMENT 2023-2024

Student's Rules and Regulation of Operations

Your signature means you have received this booklet and understand the rules, protocols and expectations of **SouthTech Academy** Students.

Students, parents/guardians, teachers, counselors, administrators, custodians, and office staff all have important roles to play at **SouthTech Academy**. With so many people working together, problems may occur from time to time. Rules have been made to address these problems and rules need to be followed with fidelity.

The **Student/Parent/Guardian Handbook** lists the rules for students at **SouthTech Academy**. The rules apply to all activities occurring on school grounds, on other sites being used for school activities, and for any vehicle authorized for the transporting of students. **Please read them.**

Since **parents/guardians** can be held **responsible** for the **actions of their children**, it is important that they are aware of the **rules** and **consequences** if the **rules are broken**. Parents/guardians need to become actively involved in the education of their children and have the responsibility to provide the school with the current emergency contact person and/or telephone numbers. They also have the responsibility to notify the school of anything (such as medical information) that may affect their child's ability to learn, to attend school regularly, or to take part in school activities. Parents/guardians should take special notice of the student services section that includes the attendance, dress code, tardies, utilization of cell phones and other electronic devices and gang relationship policies.

SouthTech Academy must have proof that every student and every parent/guardian has received, read and understands **the SouthTech Academy Student/Parent/Guardian Handbook**. Student's and parents'/guardians' signatures indicate an understanding of an agreement to adhere to all SouthTech Academy policies and procedures while utilizing school provided transportation, attending all school learning activities or school sponsored extracurricular activities.

Your signature indicates that you have received this booklet and acknowledge the rules.

PRINT NAME	STUDENT SIGNATURE	DATE
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PRINT NAME	PARENT/GUARDIAN SIGNATURE	DATE
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PARENT/GUARDIAN EMERGENCY NUMBER	STUDENT GRADE
----------------------------------	---------------

Motion:

I recommend that the Board approve the SouthTech Schools Grades 9-12 Student Progression Plan 2022-2023.

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 2022-2023

Presented By:

Carla Lovett, Executive Director

Financial Impact:

There is no financial impact associated with this item.



Grades 9 - 12

Student Progression Plan

Entry, Promotion, Retention, and Graduation

2022-2023

Eileen Turenne, Principal
Erin Kurtz, Assistant Principal
Joey Franco, Assistant Principal
Joshua Wigelsworth, Director of Career Academies

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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 parent¹ 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 (STA)² 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.
- Includes criteria that provide targeted instructional support for students with identified deficiencies in English Language Arts, mathematics, science, and social studies.
- STA 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 postsecondary instruction before high school graduation.
- The results of evaluations used to monitor a student's progress in grades 9-12 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.

¹ 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.

² Throughout the Student Progression Plan, "STA" will be used to refer to the SouthTech Academy.

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)

Multi-Tiered System of Supports (MTSS) is a term used to describe an evidence-based model of schooling that uses data-based problem solving to integrate academic, behavioral, and social emotional instruction and intervention. The integrated instruction and intervention is delivered to students in varying intensities (tiers) based on student needs. The goal of this "needs driven" decision making is to ensure that available resources are allocated and matched to the appropriate students at the appropriate levels in order to accelerate the performance of all students to achieve or exceed proficiency.

This seamless system requires a commitment from all stakeholders in the community. The most essential components of a MTSS Framework include:

- multiple tiers of evidence-based instruction/intervention
- a problem-solving method that is designed to successfully match evidence-based interventions to area(s) of need
- an integrated data collection and assessment system to inform decisions at each level of support
- parental involvement and engagement in each child's education

Supplemental (Tier 2) instruction/intervention is provided in addition to and in alignment with effective core instruction and behavioral supports to individual students or groups of targeted students who need additional instructional and/or behavioral support.

Intensive, Individualized Instruction/Intervention (Tier 3) support is the most intensive instruction/intervention and is teacher directed, as well as based upon an individual student's specific needs. Intensive support is provided in addition to and aligned with core and supplemental academic and behavior, curriculum, instruction, and supports.

Academic Standards

The Plan herein incorporates the B.E.S.T. Standards and State Academic Standards (SAS) that provide academically challenging coursework or accelerated instruction to students in Grades 9-12.

Responsibilities

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 STA 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.

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 participating 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.

During distance learning, School Board Policy 8.01 shall remain in effect, unless an emergency amendment is adopted by the School Board of Palm Beach County. 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.

[Florida Statute § 1003.21\(4\)](#)

Before admitting a child to Kindergarten, the principal shall require evidence that the child has attained the age at which he/she should be admitted. The Superintendent may require evidence of the age of any child whom he/she believes to be within the limits of compulsory attendance as provided for by law. If the first prescribed evidence is not available, the next evidence obtainable in the order set forth below shall be accepted:

- a. a duly attested transcript of the child's birth record filed according to law with a public officer charged with
- b. the duty of recording births; a duly attested transcript of a Certificate of Baptism showing the date of birth and place of baptism of the child, accompanied by an affidavit sworn to by the parent(s);
- c. an insurance policy on the child's life that has been in force for at least two years;
- d. a bona fide contemporary religious record of the child's birth accompanied by an affidavit sworn to by the parent;
- e. a passport or Certificate of Arrival in the United States showing the age of the child;
- f. a transcript of record of age shown in the child's school record of at least four years prior to application, stating date of birth; or
- g. if none of these evidences can be produced, an Affidavit of Age sworn to by the parent, accompanied by a Certificate of Age signed by a public health officer or by a public-school physician, or, if these are not available in the country, by a licensed practicing physician designated by the district school board, which states that the health officer of physician had examined the child and believes that the age as stated in the affidavit is substantially correct³.

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

1. valid Birth Certificate or other documentation of birth as stated above⁴;
2. Certification of a Physical/Health Examination⁵(submitted within 30 school days, if not available at the time of registration);
3. proof of residence⁶; and
4. Florida Certificate of Immunization. (Refer to [Immunization Requirements](#) section).

³ 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."

⁴ If a passport is offered for verification of birth, it may not be duplicated for placement in the cumulative folder.

⁵ 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.

⁶ 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 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.

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 \(PBSD 1543\)](#). See School Board Policy 5.011(8) for guidelines regarding the use of this form.

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 STA [New and Returning Student Registration Form](#), 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. Parents may use either the paper form or electronic form (if available).

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.

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 9th 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 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 22nd 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. Beginning not later than the first IEP to be in effect when the student enters high school or attains the age of 14, whichever comes first, the process of deferment must be discussed. For the IEP in effect at the school year the student is expected to graduate, the parent, or student who has reached the age of majority and rights have transferred to the student, must sign he or she understands the process for deferment and identify if the student will defer receipt of his or her standard high school diploma. The parent and the student must be informed the year in which the student is expected to meet graduation requirements, that failure to defer receipt of a standard high school diploma after all requirements are met releases the school district from the obligation to provide a free appropriate public education (FAPE). This communication must state that the deadline for acceptance or deferral of the diploma is May 15 of the year in which the student is expected to meet graduation requirements, and that failure to attend a graduation ceremony does not constitute a deferral. In addition, once a student defers, he/she must be enrolled in accelerated college credit instruction, industry certification courses that lead to college credit, an early college 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 \(STACAI/STPAI 1055\)](#). 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 pre-K, Kindergarten, Grade 7, 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 may have thirty days from the date of enrollment to obtain the Health Entry Exam. [School Board Policy 5.06 and F.S. § 1003.22]

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 school official may issue a temporary exemption for a period not to exceed 30 days for the following situations:

- a. Students who are new to the District, transferring from another School District within the State of Florida.
- b. Students who are experiencing homelessness as defined by [School Board Policy 5.74](#) and [Florida Statute §1003.01\(12\)](#).
- c. Children who are known to the Department of Children and Family Services as defined in [Florida Statute §39.0016](#).
- d. Students entering a juvenile justice program.
- d. Students of military families as defined under [Florida Statute §1000.36](#).

Immunization Registry

- a. Each child who is entitled to admittance to Grades preschool through 12, shall have a certificate of immunization on file with the FDOH State Immunization Registry (Florida Shots).
- b. Any child shall be exempt from the requirements of registration with the state immunization registry if the parent or guardian of such child objects to having their child in the FDOH State Immunization Registry (Florida Shots).
 - i. Registry Exemption. The parent or guardian of the child must present or have on file with the school a certificate of immunization prior to admittance or attendance in a Florida Public or private school.
 - ii. The parent or guardian shall sign an opt-out form (DH 1478) obtained from the FDOH, from a healthcare practitioner or entity that provides their child's immunization which indicates that the parent or guardian does not wish to have the child included in the immunization registry.

2019-2020 EXPLANATION OF PHYSICAL EXAMINATION REQUIREMENTS

STUDENTS	PHYSICAL EXAMINATION
All SDPBC students	School Health Entry Exam preferably on Form DH 3040* required for Pre-K, Kindergarten, and Grade 7
All transfer students within the SDPBC 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 Grade 7 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 Palm Beach County. Only an original DH 681, generated by The Florida SHOTS Program for the Health Department, will be accepted at school sites.

NOTE: As noted in the [Physical Examination and Immunization Requirements section](#) above, students experiencing homelessness, students in shelter placement, students in foster care, students of military families, 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.

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:

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 (2 doses)	X	X	X	X

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

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 (K-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 Principal/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 statewide, standardized assessment; 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.

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 with a standard 24-credit diploma. Refer to the Graduation Requirements for Transfer Students section for specific requirements or 18-credit diploma information. Graduation cohort will be set based on grade level placement.

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

CREDITS NEEDED FOR GRADUATION	GRADE PLACEMENT
20 or more	9 th Grade
14.5 to 19.5	10 th Grade
7.5 to 14	11 th Grade
7.0 or less	12 th Grade

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

CREDITS NEEDED FOR GRADUATION	GRADE PLACEMENT
18 or more	9 th Grade
11 to 17.5	10 th Grade
4.0 to 10.5	11 th Grade
3.5 or less	12 th Grade

School Counselor will evaluate credits to determine placement on 4X4 schedule.

ENGLISH LANGUAGE LEARNER (ELL) TRANSFER STUDENTS

In accordance with State Board of Education Rule 6A -6.0905, the [School District of Palm Beach County Plan for Services to English Language Learners](#) is available at https://www.palmbeachschools.org/students_parents/esol/esol_program_information. 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 (PBSD 1764)** and filed in the ELL folder. When necessary, Community Language Facilitators assist the students and their families with completing the forms, to ensure proper program/course placement.

A student who is age appropriate for high school must be placed in at least Grade 9. 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 K-12 grade-level placement.

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) TRANSFER STUDENTS

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 who Transfer Within Florida

If a SWD, who had an IEP in effect in a previous Florida school district, transfers to the STA 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 in effect in a previous school district 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:

- reviews the 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-6.0361⁸.

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.

⁸ 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 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 Quarter exam in order to demonstrate their knowledge of the subject and to receive credit. An absence in a class on block scheduling will count as two absences.

If a student is absent more than 10 percent of the entire semester in an EOC Assessment course, the student must earn a passing grade in the last four and a half-weeks 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;
- suspension⁹ (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. STA admin determines, if an absence or tardiness is excused or unexcused according to the criteria established 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. [\[Section 504 of the Rehabilitation Act of 1973, 34 C.F.R. Part 104\]](#)

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.

Pursuant to [State Board of Education Rule 6A-1.09515](#), students may be released during the school day to participate in therapy services or scheduled appointments for the treatment of autism spectrum disorder. Parents wishing to excuse their child for this purpose shall notify the school prior to the absence. For purposes of this rule, documentation of the excused absence may be provided from a duly licensed certified behavior analyst, speech-language pathologist, occupational therapist, psychologist, clinical social worker, or health care provider.

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.

⁹ 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

Students who leave school prior to the last two weeks of any semester will not be awarded credit unless they enroll in another school and complete the course requirements including examinations, if applicable. Yet, pursuant to [Florida Statute § 1003.4295\(3\)](#), students enrolled in courses with an End-of-Course (EOC) Assessment who meet satisfactory performance or earn a Level 3 or higher on the assessment may earn course credit through the Credit Acceleration Program (CAP). Principals are authorized to make arrangements for the administration of any tests, as appropriate.

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 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
Fax: (561) 434-8447

CURRICULUM

STA Curriculum Guidelines incorporate the performance standards as defined by the Florida Department of Education (FLDOE) Florida Benchmarks for Excellent Student Thinking (B.E.S.T.) (for English Language Arts and Mathematics), State Academic Standards (SAS), 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 6A-1.09401]

HIGH SCHOOL (9-12) CURRICULUM

The curriculum includes standards for the following content areas:

- Arts Education
- Career and Technical Education (CTE)
- 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](#).

STA shall provide all courses required for High School Graduation and appropriate instruction designed to ensure the 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 (1 credit) or quarter ((s) credit) courses. With the exception of certain Dual Enrollment college courses and all courses with EOC Assessments, 0.5 credit is awarded for passing a semester in each course. No credit is awarded solely on the basis of participation in extracurricular activities.

CURRICULUM FOR SPECIAL PROGRAMS, SITUATIONS, AND/OR POPULATIONS

Choice and Career and Technical Education (CTE) Programs

In accordance with [Florida Statute § 1002.31](#) CTE programs theme-based programs offering students innovative approaches to learning and specialized curriculum enhancements that engage students and provide rigorous academic instruction by specially trained teachers. Students are provided opportunities for in-depth experiences and study in specific areas of interest.

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 SDPBC 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 English Language Learner (ELL) Student 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 [District ELL Plan](#).

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 B.E.S.T. Standards for ELA and math include Access Points for students with the most 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 accommodations⁹ /modifications¹⁰ 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.

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 during the seventh grade year or when the student attains the age of 12, whichever comes first, in order for the postsecondary goals and career goals to be identified and in place when the student enters high school or attains the age of 14 years, whichever comes first. In accordance with [Florida Statute § 1003.5716](#) this process must include, but is not limited to: consideration.

⁹ Accommodations are changes that can be made to the way students learn and how they are tested. They describe changes in format, response, setting, timing, or scheduling that do not alter the curriculum or test in any significant way. Accommodations include changes made to the environment and/or teacher behavior, which supports a student's learning, such as teaching methods and materials, classroom assignments and tests, learning environment, strategies, time demands, and schedules.

¹⁰ 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 Rule 6A-1.0943) to accommodate the student's disability.

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](#). SWD are eligible to pursue a Scholar Designation and/or Merit Designation for their Standard High School Diploma.

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](#).

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.

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](#)]

SPECIAL PROGRAMS FOR HIGH SCHOOL

Career and Technical Education (CTE)

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 earns an industry certification that articulates to college credit may substitute the certification for up to two mathematics credits, except for Algebra 1 and Geometry. To substitute the two mathematics credits, the student would need to earn two industry certifications. An identified rigorous Computer Science course with a related industry certification substitutes for up to one mathematics credit (except for Algebra 1 or higher-level mathematics).

A student who earns an industry certification that articulates to college credit may substitute the certification for one science credit, except for Biology 1. An identified rigorous Computer Science course with a related industry certification substitutes for up to one science credit (except for Biology 1 or higher-level science).

To substitute the two mathematics credits and a science credit, the student would need to earn three industry certifications.

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 or eligible Computer Science course, 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) curriculum framework. Visit the District's CTE website under CTE courses and Industry Certification for more information. 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 SDPBC provides unique learning opportunities and options for students on various levels of learning. The ACCEL options provide academically challenging curriculum or accelerated instruction to eligible public-school students in Kindergarten through Grade 12. Eligibility requirements and procedures have been established by the SDPBC.

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;
- Dual Enrollment;
- Career Academy 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, International Baccalaureate (IB), or Advanced International Certificate of Education (AICE), or a College Level Examination Program (CLEP).
- The Grade of T is used when a student earns course credit through the Credit Acceleration Program.
- According to [s.1003.4295](#), 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 or an Advanced International Certificate of Education exam without being enrolled in the corresponding course are responsible for all fees.

WHOLE-GRADE AND MIDYEAR PROMOTION PROCEDURES

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. Students taking AP and/or AICE courses will be awarded the first semester credit with 1.50 grade weighting. The second semester will be awarded with honors-level (1.125) weighting and will be changed to 1.50 weighting after the student sits for the required assessment. Weighting of 1.125 shall apply to SDPBC Student Progression Plan 2022-2023 Page 68 both semesters if the student does not sit for the required assessment. 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 and, Palm Beach State College, 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. 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.stml>.)

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. Students in Grades 6-9 must have earned four (4) high school credits with at least a 3.0 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.) PSAT, or ACCUPLACER 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.
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. Students must receive approval of the school principal/designee.
10. 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.
11. Students must satisfy any course prerequisites.
12. The college/university must have space available in the requested course.
13. 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.
14. 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 community 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 cost 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](#)

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). All courses that are not on the Dual Enrollment Course Equivalency List will be awarded a 0.5 elective credit. (Refer to *Dual Enrollment Equivalency List* at: <http://www.fldoe.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

Exceptional Student Education (ESE)

The Individuals with Disabilities Education Improvement Act of 2004 (IDEA) requires that the IEP for each child with a disability include a statement of measurable annual goals, including academic and functional goals. The IEP must meet the student's needs that result from the disability to enable the child to be involved in and make progress in the General Education curriculum. Refer to [School Board Policy 5.725](#) and [Exceptional Student Education Policies and Procedures \(SP&P\)](#).

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 be convened to review the IEP. The student's IEP must address all of the student's educational needs, including the student's below grade level performance. The IEP Team may recommend a Progress Monitoring Plan (PMP) to address the student's educational need in reading, writing, mathematics, and/or science.

In accordance with [Florida Statute § 1008.25\(1\)](#), it is the responsibility of the School Board and School District administration to provide all students with effective instructional and remedial programs that monitor progress, promote continuous achievement, and make provisions for individual differences. With respect to Students with Disabilities, the School Board and School District administration have additional responsibilities, as set forth below.

The IDEA requires the School District to provide a Free Appropriate Public Education (FAPE) to any individual child with a disability who needs special education and related services, even though the child has not failed or been retained in a course or grade, and is advancing from grade to grade [\[34 C.F.R. § 300.101\(c\)\(1\)\]](#).

State law requires that Students with Disabilities, who are included in the General Education curriculum must meet School District and/or State levels of performance for student progression; unless the student's IEP Team determined that the student should follow the Florida Standards Access Points modified curriculum aligned with ESE course requirements and benchmarks.

State law prohibits social promotion for any public-school student, including Students with Disabilities. Social promotion occurs when a student is promoted based on factors other than the student achieving School District and State levels of performance for student progression. In accordance with [Florida Statute § 1008.25\(6\)\(a\)](#), no student may be assigned to a grade level based solely on age or other factors that constitute social promotion.

Active Section 504 Accommodation Plans

As outlined in Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104, a student's Section 504 Accommodation Plan documents each of the accommodations required to ensure the student receives a Free Appropriate Public Education (FAPE) and has an equal opportunity to access the General Education curriculum in the least restrictive environment. If a Section 504 Team decides to make any alteration to the delivery of instruction or student assignments for a student with an active Section 504 Accommodation Plan, such alteration must be documented in the student's Section 504 Accommodation Plan. A parent of a student with an active Section 504 Accommodation Plan must be notified of any proposed changes to the Plan. In addition, a parent must be given the opportunity to provide input on decisions made by the 504 Team.

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

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

If the Team determines that the below grade level performance is not caused by the disability, the student is treated in the same manner as any General Education student.

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:

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

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 Assessment. A student may satisfy the Grade 10 FSA ELA requirement by achieving a concordant/comparative score 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 12th grade, must be given the opportunity to participate in an accelerated High School Equivalency Diploma Preparation Program. This should include FSA ELA and/or Algebra 1 EOC Assessment remediation and High School Equivalency Examination preparation. Students may return to school for a 13th year to remediate Grade 10 FSA ELA and/or Algebra 1 EOC Assessment, credit deficiencies, 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 Alternate 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 22nd 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.

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
- The preferred meeting time is during the first semester of senior year.

STA 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)] 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

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 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)]

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

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, 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. Distance learning does not meet 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 an out-of-state transfer student who enrolls in a Florida high school and has less than one academic year remaining in high school or a student who has an IEP that indicates that an online course would be inappropriate. [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.

English Requirements for Four-Year 24-Credit Option

- Students must earn four English credits (English I, II, III, and IV or the AP/AICE/ IB/ Dual Enrollment course equivalents).

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: <http://www.fldoe.org/core/fileparse.php/7764/urlt/GradRequireFSA.pdf>
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 Access Algebra 1B*	7912075 7912090
Pre-AICE Mathematics 1	1209810
IB MYP Algebra 1 Honors	1200390

*Not offered in the SDPBC Schools

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 course¹⁴).
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.

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 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 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 9th 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 0.5	Earn 0.5 credit in Personal Fitness AND Earn 0.5 credit in a PE elective	1501300 Various
0.5 0.0	Earn 0.5 credit in Personal Fitness AND Successfully complete a marching band course	1501300 1500440
0.5 0.0	Earn 0.5 credit in Personal Fitness AND Successfully complete a dance course	1501300 1500445
0.0	Successfully complete 2 full years of JROTC	1500450 1500460 1500470 1500480
0.0	Successfully complete 2 full seasons of a Junior Varsity or Varsity Sport (complete PBSD 1954)	1500410 1500420
0.0	Choose the 18-Credit ACCEL Graduation Option (WXL)	N/A
<ul style="list-style-type: none"> • 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. • 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. 		

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
- 1.0 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 coursework (in the same language) or two years of high school 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. Successfully completing two years of sequential world language (such as Spanish 1 and Spanish 2) or American Sign Language in High School;
2. Successfully completing dual enrollment at postsecondary institution in a sequential world language or American Sign Language through the Elementary level;
3. passing an AP, AICE (AS or A Level), or IB (Diploma Program Standard Level or Higher Level) World Language course (with the exception of Bright Futures);

4. qualify for either the Silver or Gold Seal of Biliteracy by passing one of the nationally recognized exams (with the exception of Bright Futures).

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
IB*	4
AICE*	A, B, C, D, or E
Defense Language Proficiency Test (DLPT)*	3
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

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.

For Bright Futures Requirements ONLY

- Students must earn either the required volunteer service (using the criteria described above) OR beginning with high school students graduating in the 2022-2023 academic year and thereafter, paid work hours, but not a combination of both.
- Reflection: The student must, through papers or other presentations, evaluate and reflect upon their volunteer service or paid work experience.
- Students may begin accumulating paid work hours as early as July 1, 2022
- Paid work may include, but is not limited to, a business or governmental internship, work for a nonprofit community service organization, or activities on behalf of a candidate for public office.
- Paid work must be documented in writing, either on a common paid work log (generated by the School) or on letterhead from the organization.

- Volunteer service or paid work must be approved by School Principal or Principal Designee, or the Department of Education for Home Education students.

The document must be signed by the student, the student's parent or guardian, and a representative of the organization for which the student performed the paid work.

2022-2023 Requirements

Award Level	Number of Volunteer service	Number of Paid work hours
FAS	100	100
FMS	75	100
GSC	30	100
GSV	30	1

Graduation Requirements for Transfer Students

Per Florida Statute § 1003.433, students who enter a Florida public school in the 11th or 12th 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.

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. These students shall be permitted to participate in all senior activities prior to being promoted to 12th grade as long as they are on track to graduate.

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 science (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

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.

HIGH SCHOOL DIPLOMAS

The STA offers two diploma options:

- 24-Credit Standard Diploma
- 18-Credit ACCEL Option Diploma
- Career and Technical Education (CTE) Pathway

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 (or an equally rigorous mathematics course);
 - 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
International Baccalaureate (IB) Language Exam	4 or higher
Advanced Placement (AP) Language Exam 3	3 or higher
Advanced International Certificate of Education (AICE) Subject Test	A, B, C, D, or E
College Level Examination Program (CLEP) Level Language Exam	Spanish 50-62 French 50-58 German 50-59
American Sign Language Proficiency Interview (ASLPI)	3 or higher
American Council on the Teaching of Foreign Languages Assessment of Performance Toward Proficiency in Language (AAPPL)	Intermediate mid or higher
Oral Proficiency Interview (ACTFL/OPI)	Intermediate mid or higher
Standards-based Measurement of Proficiency (STAMP4S)	Intermediate or higher
Latin Interpretive Reading Assessment (ACTFL/ALIRA)	1-2 or higher

Gold 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; 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:

Examination	Score or Performance Level
International Baccalaureate (IB) Language Exam	5 or higher
Advanced Placement (AP) Language Exam	4 or higher
Advanced International Certificate of Education (AICE) Subject Test	A, B, C, D or E
College Level Examination Program (CLEP) Level 2 Language Exam	Spanish 63 or higher French 59 or higher German 60 or higher

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 13th 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 entry into 9th grade through the first semester of 12th 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.

REMEDIATION AND RETENTION

IDENTIFICATION OF STUDENTS IN NEED OF REMEDIATION

The following sections identify performance levels as they relate to the Florida's Assessment of Student Thinking (F.A.S.T.), statewide, standardized ELA assessment, End-of-Course (EOC) Assessments, Benchmark Advance Florida Assessments, Benchmark Oral Reading Record Assessments 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 School District 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, not 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 following:

- Summer School (if offered);
- Palm Beach Virtual Franchise; and
- Florida Virtual School;
- Credit Lab (if offered)

Other credit programs may be developed by the School District to assist students.

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 STA 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.

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:

<http://www.fldoe.org/core/fileparse.php/7764/urlt/GradRequireFSA.pdf>

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 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 need, such as an Individual Education Plan (IEP);
- a school-wide system of progress monitoring for all students; or
- an individualized PMP.

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 evidences-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.

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\(2\)](#)]

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 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 reports grades to parents on a four and a half week schedule, based on ***Student Progress and Grade Report (STCAI/STPAI/STACI 0638)***.

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 State academic standards, Florida's B.E.S.T. Standards (FS), as applicable, and/or the course frameworks approved by the principal/designee, if necessary.
2. Grades will be determined by multiple measures including, but not limited to, the following:
 - classroom assignments: work completed during the scheduled class;
 - 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

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](#)

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]

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.

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

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 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">4 Student's behavior very constructive to learning3 Student's behavior generally supportive of learning2 Student's behavior detrimental to own learning1 Student's behavior detrimental to own learning and/or the learning of others |
|--|

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	A
2.5 -3.49	B
1.5 -2.49	C
0.5 -1.49	D
Below 0.5	F

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. Quarter examinations at the high school level count 20 percent of the finals Quarter grade. High school students are required to take a Quarter examination for each course excluding the exemptions noted below. Quarter grades for each course are calculated electronically.

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

To receive a passing grade for the Quarter, the student must earn passing grades in two of the three grades used to calculate the Quarter 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:

BQ 1/5	BQ 2/6	Q 1/3 Exam	BQ 3/7	BQ 4/8	EOC Grade	Final Course Grade
15.4%	15.4%	8.4%	15.4%	15.4%	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 marking period, 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.

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.
5. Students taking AP and/or AICE courses through a non-District educational provider will be awarded the first semester credit with 1.50 grade weighting. The second semester will be awarded with honors-level (1.125) credit and will be changed to 1.50 weighting after the student sits for the required assessment.

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

For any non-EOC course, a graduating senior who has received A's and B's in BQ 3& BQ 4 or BQ7 & BQ8 for that course may choose to be exempt from the final examination for that course. If exemption is chosen, the quarter grade for the non-EOC course will be determined by averaging last two marking periods. If exemption

is not chosen, the quarter grade for the course will be calculated using the normal grade calculation method for all high school credit courses. Seniors in an EOC course may not be exempted from the EOC assessment.

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. The initial "C", "D", or "F" grade(s) will remain as part of the academic history. Students should be advised that many universities calculate GPAs based on all courses attempted.

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.

If the student’s final average, with the EOC 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

ELEMENTARY, MIDDLE, AND 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 Assessment for Student Thinking (F.A.S.T.)/ Statewide Academic Standards 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 Assessment for Student Thinking (F.A.S.T.) is the current statewide assessment designed to measure student achievement of the Florida B.E.S.T. 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 Statewide Academic Standards EOC Assessments and the B.E.S.T. Standards (FS) EOC Assessments are designed to measure student achievement of the Statewide Academic Standards 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.

Statewide Assessment Program Schedule

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

Assessing Comprehension & Communication in English State-to-State for English Language Learners Paper (ACCESS for ELLs Paper) Alternate ACCESS for ELLs (Grades 1-12), & Kindergarten ACCESS for ELLs

Florida uses the ACCESS for ELLs Paper & Alternate ACCESS for ELLs and Kindergarten ACCESS for ELLs Assessments 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 FY19 or earlier. PERT may not be used to meet the Algebra EOC graduation Requirement by students who entered Grade 9 in FY20 or later.

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

- State Progress Monitoring Assessments in 6-10 Reading (3 times per year)
- 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 K 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's Assessment of Student Thinking (F.A.S.T.), Statewide Science Assessment, and the End-of-Course (EOC) Assessments and the grade levels in which they are administered.

2022-2023 Statewide Assessments

2020-2021 Statewide Assessments

Assessment	Grades Assessed												
	K	1	2	3	4	5	6	7	8	9	10	11	12
Florida’s Assessment of Student Thinking (F.A.S.T.) in ELA Reading Component Florida Standards Alternate Assessment in ELA	X	X	X	X	X	X	X	X	X	X	X		
Florida’s Assessment of Student Thinking (F.A.S.T.) in ELA Writing Component	(Grades TBD for FY23)												
Florida’s Assessment of Student Thinking (F.A.S.T.) in Mathematics Florida Standards Alternate Assessment in Mathematics	X	X	X	X	X	X	X	X	X				
Florida Standards Alternate Assessment in Science						X			X				
Algebra 1 FSA/FSAA EOC Assessment	Administered**90/42 to students who complete specific course work												
Geometry FSA/FSAA EOC Assessment													
Biology 1 NGSSS EOC Assessment/Access Biology 1 EOC													
U.S. History NGSSS EOC Assessment/Access U.S. History EOC													
Civics NGSSS EOC Assessment/Access Civics EOC													
United States Government – Florida Civic Literacy Exam (FCLE)													

Motion:

I recommend that the Board approve and ratify the monthly financial statements for the months ending January 31, 2023 as 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. Balance Sheet – All Fund Types

Attachments: Monthly Financial Statements

Presented By:

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, 2023 and For the Year Ending June 30, 2023
January 31, 2023

	<u>Accounts</u>	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Debt Service</u>	<u>Capital Outlay</u>	<u>Total Governmental Funds</u>
ASSETS						
Cash and cash equivalents	1110	\$ 5,156,197	\$ -	\$ -	\$ -	\$ 5,156,197
Investments	1160					-
Grant receivables	1130	142,826				142,826
Other current assets	12XX	184,702				184,702
Deposits	1210	34,232			-	34,232
Due from other funds	1140	19,372				19,372
Other long-term assets	1400					-
Total Assets		<u>\$ 5,537,329</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,537,329</u>
LIABILITIES AND FUND BALANCE						
Liabilities						
Accounts payable	2120	\$ 117,853	\$ -	\$ -	\$ -	\$ 117,853
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330	233,818				233,818
Deferred revenue	2410					-
Notes/bonds payable	2180, 2250, 2310, 2320					-
Lease payable	2315					-
Other liabilities	21XX, 22XX, 23XX	124,724				124,724
Total Liabilities		<u>476,395</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>476,395</u>
Fund Balance						
Nonspendable	2710	218,934				218,934
Restricted	2720					-
Committed	2730					-
Assigned	2740	161,904				161,904
Unassigned	2750	4,680,096				4,680,096
Total Fund Balance		<u>5,060,934</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,060,934</u>
TOTAL LIABILITIES AND FUND BALANCE		<u>\$ 5,537,329</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,537,329</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, 2023 and For the Year Ending June 30, 2023

	FTE Projected	1,150								
	FTE Actual	1,141	99% 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	
Revenues										
FEDERAL SOURCES										
	Federal direct	3100	\$ -	\$ -	\$ -	%	\$ -	\$ -	-	%
	Federal through state and local	3200					114,653	747,554	1,942,580	38%
STATE SOURCES										
	FEFP	3310	645,784	4,384,314	7,290,112	60%				
	Capital outlay	3397	11,737	79,184	128,300	62%				
	Class size reduction	3355	92,314	637,324	1,123,185	57%				
	School recognition	3361		-	-					
	Other state revenue	33XX	-	89,684	321,044	28%				
LOCAL SOURCES										
	Interest	3430	439	2,881	3,500	82%				
	Local capital improvement tax	3413	#	-						
	Other local revenue	34XX	93,462	1,066,788	1,524,057	70%				
Total Revenues			843,736	6,260,175	10,390,198	60%	114,653	747,554	1,942,580	38%
Expenditures										
Current Expenditures										
	Instruction	5000	428,548	2,768,837	5,118,844	54%	66,644	723,885	1,012,548	71%
	Instructional support services	6000	49,115	368,322	645,712	57%	16,961	121,036	777,032	16%
	Board	7100	3,990	39,613	73,484	54%				
	General administration	7200	13,635	100,657	175,992	57%				
	School administration	7300	64,024	434,785	830,994	52%				
	Facilities and acquisition	7400	-	21,983	29,500	75%	-	-	-	
	Fiscal services	7500	17,372	117,771	250,780	47%				
	Food services	7600								
	Central services	7700	15,063	108,812	200,069	54%	-	763	3,000	
	Pupil transportation services	7800	163,051	428,826	752,958	57%	40	40		
	Operation of plant	7900	70,370	523,644	948,180	55%	9,991	70,769	150,000	47%
	Maintenance of plant	8100	4,263	38,653	60,938	63%				
	Administrative technology services	8200	7,721	74,669	103,411	72%				
	Community services	9100	16,985	190,957	250,000	76%				
	Debt service	9200	334	2,482	4,045	61%				
Total Expenditures			854,471	5,220,011	9,444,907	55%	93,636	916,493	1,942,580	47%
			(10,735)	1,040,164	945,291		21,017	(168,939)	-	
Other Financing Sources (Uses)										
	Transfers in	3600	21,017	-	-		-	168,939		
	Transfers out	9700	-	(168,939)			(21,017)	-		
Total Other Financing Sources (Uses)			21,017	(168,939)	-		(21,017)	168,939	-	
Net Change in Fund Balances										
	Fund balances, beginning		10,282	871,225	945,291		-	-		
	Adjustments to beginning fund balance		5,050,652	4,743,258	4,743,258	100%				
			-	(553,549)						
Fund Balances, Beginning as Restated			5,050,652	4,189,709	4,743,258	88%	-	-	-	
Fund Balances, Ending			\$ 5,060,934	\$ 5,060,934	\$ 5,688,549	89%	\$ -	\$ -	-	%

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
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\$ -	\$ -	\$ -	%
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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
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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
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-	-	-	%
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114,653	747,554	1,942,580	38%
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645,784	4,384,314	7,290,112	60%
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11,737	79,184	128,300	62%
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92,314	637,324	1,123,185	57%
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-	89,684	321,044	28%
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439	2,881	3,500	82%
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93,462	1,066,788	1,524,057	70%
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958,389	7,007,729	12,332,778	57%
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495,192	3,492,722	6,131,392	57%
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66,076	489,358	1,422,744	34%
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3,990	39,613	73,484	54%
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13,635	100,657	175,992	57%
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64,024	434,785	830,994	52%
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-	21,983	29,500	75%
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17,372	117,771	250,780	47%
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15,063	109,575	203,069	54%
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163,091	428,866	752,958	57%
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80,361	594,413	1,098,180	54%
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4,263	38,653	60,938	63%
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7,721	74,669	103,411	72%
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16,985	190,957	250,000	76%
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334	2,482	4,045	61%
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948,107	6,136,504	11,387,487	54%
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10,282	871,225	945,291	
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21,017	168,939	-	
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(21,017)	(168,939)	-	
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10,282	871,225	945,291	
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5,050,652	4,743,258	4,743,258	100%
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-	(553,549)	-	
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5,050,652	4,189,709	4,743,258	88%
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5,060,934	5,060,934	5,688,549	89%
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Motion:

I recommend that the Board approve and ratify the SouthTech Schools Holdings, LLC Balance Sheet and Profit & Loss Report for the months ending January 31, 2023.

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:

Ginger DeKalb, Accounting Manager

Financial Impact:

There is no financial impact for this item.

Balance Sheet

As of January 31, 2023

	Jan 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1110 · Operating Account 9074	144,619.47
1111 · Bond Revenue Fund - 6000	35.30
1112 · 2020A Interest Acct - 6001	47,156.78
1113 · 2020A Principal Acct - 6002	61,250.79
1115 · 2020A Reserve Acct - 6004	702,770.59
1116 · 2020B Interest Acct - 6005	131.51
1117 · 2020B Principal Acct - 6006	17,504.89
1119 · Administration Fund - 6008	1,250.08
1123 · 2020A Project Acct - 6012	521,806.71
Total Checking/Savings	1,496,526.12
Other Current Assets	
1230 · Prepaid Expenses	44,864.09
Total Other Current Assets	44,864.09
Total Current Assets	1,541,390.21
Fixed Assets	
1310 · Land	1,820,527.51
1325 · Buildings	
1330 · Buildings	8,229,751.99
1335 · Accumulated Depreciation	-661,319.37
Total 1325 · Buildings	7,568,432.62
Total Fixed Assets	9,388,960.13
Other Assets	
1500 · Capital Lease Receivable	8,540,344.00
Total Other Assets	8,540,344.00
TOTAL ASSETS	19,470,694.34
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	1,185.00
Total Accounts Payable	1,185.00
Other Current Liabilities	
2201 · Miscellaneous Payables	1,132.39
2220 · Prepaid Rental Income	71,434.91
2300 · Accrued Bond Interest	47,277.08
Total Other Current Liabilities	119,844.38
Total Current Liabilities	121,029.38
Long Term Liabilities	
2320 · Bonds Payable	11,345,000.00
2324 · Premium on Bonds Payable	
2325 · Premium on Bonds Payable	179,672.45
2326 · Amortization-PremiumBondPayable	-11,550.33
Total 2324 · Premium on Bonds Payable	168,122.12
2710 · LT Deposits Payable	105,335.52
2801 · Deferred Rental Inflows	8,540,344.00
Total Long Term Liabilities	20,158,801.64
Total Liabilities	20,279,831.02

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02/23/23

Accrual Basis

South Tech Schools Holdings LLC

Balance Sheet

As of January 31, 2023

	Jan 31, 23
Equity	
32000 · Unrestricted Net Assets	-745,562.61
Net Income	-63,574.07
Total Equity	-809,136.68
TOTAL LIABILITIES & EQUITY	19,470,694.34

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South Tech Schools Holdings LLC

Profit & Loss

02/23/23

July 2022 through January 2023

Accrual Basis

	Jul '22 - Jan 23	Jul '21 - Jan 22
Income		
3425 · Rental Income - 1325 Gateway	269,175.37	279,380.22
3426 · CAM Income - 1325 Gateway	60,707.08	47,444.93
3427 · Rental Income - 1275 Gateway	154,660.00	142,450.00
3428 · CAM Income - 1275 Gateway	33,037.61	26,273.71
3431 · Interest Income	55.81	42.01
Total Income	517,635.87	495,590.87
Expense		
110-E · Expenditures		
5200 · Dues & Fees	0.00	35.36
7100 · Legal Expense	17,961.29	0.00
7300 · Account Hosting	600.00	600.00
7500 · Bank Service Charge	360.93	419.14
7700 · Insurance Expense	49,538.18	45,703.75
7800 · Management Admin Fee	0.00	8,677.69
7900 · Landscaping	6,882.75	5,985.00
8100 · Maintenance	12,444.20	4,200.00
9100 · Depreciation Expense	171,453.17	171,453.17
9200 · Bond Interest Expense	296,427.00	299,890.54
9210 · Bond Issue Cost Expense	0.00	0.00
9220 · Annual Issuer Fees	8,750.00	8,750.00
9221 · Trustee Fees	4,130.19	4,130.19
9222 · Dissemination Agent Fees	1,750.00	1,000.00
9300 · Water - Storm Drainage	3,775.80	3,647.54
9400 · Real Estate Non-Ad Valorem	7,136.43	7,943.11
Total 110-E · Expenditures	581,209.94	562,435.49
Total Expense	581,209.94	562,435.49
Net Income	-63,574.07	-66,844.62

Motion:

I recommend that the Board approve the Food Services Agreement for SY2023-2024 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 SY2023-2024

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 <u>SouthTech Academy</u>		School Number <u>1571</u>	Food Service Contact <u>Ken Lucht</u>
Address (School Site) <u>6161 W. Woolbright Rd, Boynton Beach, FL 33437</u>			
Temporary or Secondary Address			
Temporary or Secondary Telephone		School Principal <u>Eileen Turenne</u>	Principal Telephone <u>561-369-7072</u>
Grade Level <u>9-12</u>	Expected Opening Enrollment	Maximum Enrollment	Type of School <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 10:11 am To 10:41 am
11:43 pm To 12:13 pm

Opening day of school (date) 8/10/2023

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

2/9/2023
Date

Food Service Annual Agreement CHARTER SCHOOL

THIS AGREEMENT is made and entered as of this February 9, 2023, 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, 2023 and terminating on June 30, 2024, 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, unless the District elects to operate under CEP District Wide. In that case, the Charter must also operate under the CEP Program.
- 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. (WPP 2.035)* All Charter Schools must comply with the *District's Wellness Promotion Policy (2.035)* and support the principles of the Centers of Disease Control and Prevention's "Whole School, Whole Community, Whole Child" (WSCC) model. The WSCC model focuses its attention on the child, emphasizes a school-wide, approach, and acknowledges family and community as being an essential part of the equations.

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 or their Assistant Principal to this role. In addition to creating a culture of wellness on the school campus, this team is required to ensure school food fundraisers, are compliant with the Smart Snacks in School Rule, track and submit food fundraisers annually in May and complete and submit the Wellness Promotion Policy 2.035 assessment before the end of the school year, when it is required. 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. 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.

W. BASE SCHOOL CHARTERS ONLY. Charter schools agree to give access to base managers during holiday breaks for the purpose of checking temperature controlled equipment in which food is being stored.

X. Crisis Response Plan. Charter school is required to provide School Food Service their Crisis Response Plan **within 14 days after** annual renewal of Agreement. If changes are made during the school year a new copy must be submitted to School Food Service.

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.
Frank A. Barbieri, Jr., Esq., Chairman

Date: 3/2/22

ATTEST:

Michael Burke
Michael Burke, Superintendent of Schools

Date: 2/25/22

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

_____ Date: _____
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 SouthTech Academy

By: _____

Print Name: Russell Feldman

Title: Board Chair Date: 2/9/2023

Equipment List for Charter Schools

	Equipment	1 to 74 Meals	75 to 200 Meals	> 200 Meals	(Suggested) Mfg / Model #
1.	Refrigerator (lock included) Large 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)		2	3	
4.	Hot Serving Counter 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	2	3-4	4-5	
7.	Convection Oven		2	2-3	Blodgett/ Mark V (Full Service Kitchen Only)
8.	Steamer and/or Combi Oven		1 double	2 double	(Full Service Kitchen Only)
9.	Freezer (lock included) Walk-in (Full Service Kitchen Only)	1	2	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		1	1	(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.

2022

**Board Meeting
March 9, 2023**

**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 1, 2023, through February 31, 2023.

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
		Publix Corporate Office	2/16/23	Staff Appreciation Gift Card
Andrew	Steele	Longhorn	2/17/23	Staff Appreciation Free Appetizer & Dessert Gift Cards
Petra		Massage Envy	2/16/23	Staff Appreciation Gift Card
		The Hive Restaurant	2/16/23	Staff Appreciation 2 Gift Cards
Linda		Mission BBQ	2/16/23	Staff Appreciation Free Sandwich Gift Cards
Daniel		Embroidme	2/16/23	Staff Appreciation 3 Gift Cards

Motion:

I recommend that the Board approve the SouthTech Preparatory Academy Student Handbook for SY2023-2024 as well as the revisions to the current (SY23) Student Handbook.

Summary Information:

The SouthTech Academy Student Handbook provides information to students, parents, and guardians with pertinent school information including the schools' Mission Statement, student expectations, bell schedule, important dates, and contact information. Excerpts from the Student Handbook are included in the student agenda.

Attachments: Revised SouthTech Preparatory Academy Student Handbook for SY2022-2023
SouthTech Preparatory Academy Student Handbook for SY2023-2024

Presented By:

Carla Lovett, Executive Director

Financial Impact:

There is no financial impact for this item.



2022-2023

**STUDENT & PARENT/GUARDIAN
HANDBOOK**

Creating Success Stories, One Student at a Time

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

For questions contact 561-369-7042 or www.southtechschools.org

SOUTHTECH PREPARATORY CHARTER ACADEMY, INC.

MISSION STATEMENT

SouthTech Preparatory Academy's core mission is to graduate students prepared to matriculate into a career academy program of study which will prepare them for work, higher education, and productive citizenship.

GOVERNING BOARD OFFICERS	SCHOOL ADMINISTRATION	GOVERNING BOARD MEMBERS
Russell Feldman <i>Chairperson</i>	Carla Lovett <i>South Tech Schools Executive Director</i>	Roger Dunson, Sr. Diane Heinz
Suzanne Nicolini <i>Vice Chairperson</i>	Nicole L. Handy <i>School Principal</i>	Robert Kesten Christina Grenga
Dan Heller <i>Treasurer</i>	Elias O. Velazquez <i>Director of Student Services</i>	James Notter
Ayesha Edmond <i>Secretary</i>	Cassandra Wisdom <i>Director of Academics</i>	Tony Robinson

Dear SouthTech Preparatory families,

On behalf of the staff at SouthTech Preparatory Academy, it is my honor to welcome you to the 2022-2023 school year! We are excited and look forward to a productive relationship. I am proud of the opportunity to work with all our SouthTech families in order to ensure success and high achievement in our students. A strong school-home partnership will guarantee great success in your child's education. We ask that you guide and support your child's learning by ensuring that he/she:

- Attends school daily and arrives on time, ready for the day's learning experience
- Informs you if he/she needs additional support in any area or subject
- Knows that you expect him/her to succeed in school and become career and college ready

Please consider joining our **Parent Teacher Organization (PTO)** meetings, our Board of Directors, or volunteering at the school. Check out our website for more details of dates and times of the meetings and various school events at <https://www.southtechschools.org/>. Your child(ren) can greatly benefit from your involvement and contributions to the school's program and operations. Together we make great things happen.

Please review this Handbook carefully with your child and sign and return the Acknowledgment form. Contact Mr. Velazquez, if you have any questions regarding the rules and expectations, his email is elias.velazquez-alvarez@pbcharterschools.org. It is very important that you and your child are fully informed regarding standards related to appropriate behavior for a safe and productive school year. We expect all of our students to follow the Bulldog Way---Be Respectful, Be Responsible and Be Ready to Learn!

The family of **SouthTech Preparatory Academy** would like to thank you for your interest, support and dedication to the development of your child. On a personal note, I want to let you know that it is an honor and a privilege to be the instructional leader of a school that is filled with high expectations, quality staff and most of all, creative students. I look forward to getting to know all of our new families. I thank you for your support and look forward to an exciting school year! Please do not hesitate to contact me with any questions, concerns or feedback. I can be reached at 561-318-8087 or Nicole.handy@pbcharterschools.org

Educationally yours,

Nicole L. Handy

Nicole L. Handy
Principal

School Calendar SY 2022-2023

School Calendar 2022-2023

JULY 2022				
MON	TUE	WED	THU	FRI
				1 School Closed
4 HOLIDAY School Closed	5 School Closed	6 School Closed	7 School Closed	8 School Closed
11 School Closed	12 School Closed	13 School Closed	14 School Closed	15 School Closed 4 Day Week
18 Begin 2219-A, L, ZS, 2119-L, NG 2119-L	19	20	21	22 School Closed 4 Day Week
25	26 Begin 2022-1	27 RECRUITMENT OPEN HOUSE	28	29 School Closed 4 Day Week
OCTOBER 2022				
MON	TUE	WED	THU	FRI
3 B	4 A	5 HOLIDAY ALL	6 B	7 A
10 B	11 A	12 B	13 A	14 No Students Teacher Work Day FACM/PLC/ESP/ DHM
17 B BEGIN QUARTER 2	18 A	19 B	20 A Board Meeting	21 B
24 A	25 B	26 A	27 B	28 A
31 B				
JANUARY 2023				
MON	TUE	WED	THU	FRI
2 HOLIDAY ALL	3 Teacher Work Day FACM/PLC/ ESP/DHM	4 A BEGIN QUARTER 3 BEGIN 2nd SEMESTER	5 B	6 A
9 B	10 A	11 B	12 A	13 B
16 HOLIDAY ALL	17 A	18 B	19 A Board Meeting	20 B
23 A	24 B	25 A	26 B	27 A
30 B	31 A			

SOUTHTECH PREPARATORY ACADEMY

AUGUST 2022				
MON	TUE	WED	THU	FRI
1	2 New Student Orientation 8th Gr.	3 Begin 191-15 New Student Orientation 7th & 8th	4 Pre-School Begin 191-1 FACM / ESP	5 Pre-School DHM
8 Pre-School	9 Pre-School	10 A STUDENTS' 1ST DAY BEGIN 1ST SEMESTER BEGIN QUARTER 1	11 B	12 A
15 B	16 A FACM	17 B	18 A Board Meeting DHM	19 B
22 A	23 HOLIDAY ALL	24 B	25 A PICTURE DAY	26 B
29 A	30 B	31 A		
NOVEMBER 2022				
MON	TUE	WED	THU	FRI
	1 A	2 B	3 A	4 B
7 A RECRUITMENT OPEN HOUSE	8 No Students Teacher Work Day FACM/PLC/ESP/ DHM	9 B	10 A Board Meeting	11 B
14 A	15 B	16 A	17 B	18 A
21 HOLIDAY ALL	22 HOLIDAY ALL	23 HOLIDAY ALL	24 HOLIDAY ALL	25 HOLIDAY ALL
28 B	29 A	30 B		
FEBRUARY 2023				
MON	TUE	WED	THU	FRI
		1 B	2 A	3 B
6 A	7 B	8 A	9 B Board Meeting	10 A
13 B	14 A FACM	15 B SPRING PARENT TRAINING	16 A PLC	17 B
20 No Students Teacher Work Day FACM/PLC/ESP/ DHM / STAP College Tour	21 A DHM College Tour	22 B	23 A	24 B
27 A	28 B			

BOARD APPROVED: JANUARY 12, 2022

SEPTEMBER 2022				
MON	TUE	WED	THU	FRI
			1 B	2 A
5 HOLIDAY ALL	6 B	7 A	8 B 1ST THE TEACHER PARENT NIGHT/ TITLE I	9 A
12 B	13 A DHM	14 B FACM	15 A Annual/Regular Board Meeting	16 B
19 A	20 B	21 A	22 B	23 A
26 HOLIDAY ALL	27 B	28 A	29 B	30 A
DECEMBER 2022				
MON	TUE	WED	THU	FRI
			1 A	2 B
5 A	6 B DHM	7 A	8 Early Dismissal 8:11-10 and Staff Luncheon DHM Board Meeting	9 B RNR FEST
12 A	13 B	14 A FACM	15 B	16 A
19 B Final Exam S1 Early Dismissal	20 A Final Exam S1 Early Dismissal	21 B Make-up Final Exam S1 Early Dismissal END QUARTER 3 Grade Verification Day	22 HOLIDAY ALL	23 HOLIDAY ALL
26 HOLIDAY ALL	27 HOLIDAY ALL	28 HOLIDAY ALL	29 HOLIDAY ALL	30 HOLIDAY ALL
MARCH 2023				
MON	TUE	WED	THU	FRI
		1 A	2 B	3 A
6 B	7 A DHM	8 B	9 A Board Meeting	10 B
13 A	14 B Mid Term Exam	15 A Mid Term Exam	16 B Exam Make-up Early Dismissal END QUARTER 3	17 No Students Teacher Work Day FACM/PLC/ESP/ DHM
20 HOLIDAY ALL	21 HOLIDAY ALL	22 HOLIDAY ALL	23 HOLIDAY ALL	24 HOLIDAY ALL
27 A BEGIN QUARTER 4	28 B	29 A	30 B	31 A

School Calendar 2022-2023

APRIL 2023				
MON	TUE	WED	THU	FRI
3 B	4 A	5 B	6 A RECRUITMENT OPEN HOUSE	7 HOLIDAY ALL
10 B	11 A	12 B	13 A DHM Board Meeting	14 B
Staff Appreciation Week				
17 A	18 B	19 A	20 B	21 A
24 B	25 A	26 B	27 A	28 B

SOUTHTECH PREPARATORY ACADEMY

MAY 2023				
MON	TUE	WED	THU	FRI
1 A	2 B	3 A	4 B	5 A BIG GRAD ADVENTURE
8 B	9 A PLC	10 B	11 A DHM Board Meeting	12 B R&R FEST
15A	16 B	17 A	18 B	19 A 8TH GRADE DANCE Early Dismissal
22 B	23 A	24 B Final Exams Early Dismissal	25 A Final Exams Early Dismissal	26 B Make-up Final Exams Early Dismissal ENDS LAST DAY END QUARTER 4 End Day Semester
29 HOLIDAY ALL	30 No Students Teacher Work Day FACM/ESP	31 Post School Day 196-1, 202-1, 199-05		

BOARD APPROVED: JANUARY 12, 2022

JUNE 2023				
MON	TUE	WED	THU	FRI
			1 End 200-4, NI	2
5	6 End 203-4	7	8 Board Meeting	9 School Closed
12	13	14	15 End 200-4, 1, 10, NI	16 School Closed
19 School Closed	20 School Closed	21 School Closed	22 School Closed	23 School Closed
26 School Closed	27 School Closed	28 School Closed	29 School Closed	30 School Closed

Grade 6-8 Grades School Hours 9:00 AM to 3:25 PM

HOLIDAYS				
Date	Holiday	A/NI	IS	I
July 04, 2022	Independence Day	X	X	X
Aug 03, 2022	Primary Election	X	X	X
Sep 06, 2022	Labor Day	PD	PD	PD
Sep 06, 2022	Fall Holiday	X	X	X
Oct 06, 2022	Fall Holiday	X	X	X
Nov 21-26, 2022	Thanksgiving Holidays	1 PD	1 PD	1 PD
Dec 22-30, 2022	Winter Break	1 PD	1 PD	1 PD
Jan 02, 2023	Winter Break	PD	PD	PD
Jan 16, 2023	M.L. King's Birthday	PD	PD	PD
March 20-24, 2023	Spring Break	X	X	X
Apr 07, 2023	Spring Holiday	X	X	X
May 29, 2023	Memorial Day	PD	PD	PD
Employee Contract Periods				
Employee Group	Begin Date	End Date	# of Days	
Administration (A)	Jul 18, 2022	Jun 15, 2023	220 Days	
Non-Instructional (NI)	Jul 18, 2022 Aug 03, 2022	Jun 15, 2023 May 31, 2023	220 Days 191 Days	
Instructional Support (IS)	Jul 18, 2022	Jun 15, 2023	220 Days	
Instructional (I)	Jul 18, 2022 Jul 18, 2022 Jul 26, 2022 Aug 04, 2022	Jun 06, 2023 Jun 01, 2023 May 31, 2023 May 31, 2023	213 Days 210 Days 202 Days 196 Days	

Teacher Work Days - Pre/Post School

Oct 14, 2022	August 03-09, 2022 (Pre-School)
Nov 8, 2022	May 30, 2023 (Post-School)
Jan 02, 2023	
Feb 20, 2023	
Mar 17, 2023	
May 30, 2023	

Scheduled Meetings

Board Meeting/Workshop @ 6:00PM - with Administration and Public

PLC Professional Learning Community @ 8:00 AM

ESP Educator Support Program Meeting with Administration

DHM Department Head Meeting @ 4:00PM with Administration

FACM Faculty Meeting with Instr. Staff, Guidance and Administration @ 4:00PM

Recruitment Open House / Parent Night times vary with All Employees

STP ~ Student Attendance Days

Period	Begins	Ends	# of Days
Q1	Aug 10, 2022	Oct 13, 2022	43
Q2	Sep 12, 2022	Dec 21, 2022	42
Q3	Jan 4, 2023	Mar 16, 2023	50
Q4	Mar 27, 2023	May 26, 2023	44

STP ~ Report Card Distribution Dates

Grading Period	Distribution Dates
Q1	TBA
Q2	TBA
Q3	TBA
Q4	TBA

EMD - Emergency Make-Up Days

Emergency Make-Up days (EMD) will be at the discretion of the Executive Director in accordance with the state statute for student instructional time.

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

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SOUTHTECH PREPARATORY ACADEMY

STUDENT SCHEDULE



SOUTHTECH PREPARATORY ACADEMY SY23 BELL SCHEDULE

Teacher Duty Day: 8am- 4pm



(A) DAY SCHEDULE

BREAKFAST 8:15 – 8:45 (30 minutes)
1ST PERIOD (SEL) 8:45 – 10:30 (105 minutes)
3RD PERIOD 10:35 -1:00 (145 minutes)

1 st	Reading & Electives	10:40-11:10
Lunch	Choute, James, Day, Galvan, Lyman, Stair	11:10-11:15*
2 nd	Science & Electives	11:15-11:45
Lunch	Boggs, Davis, Martin, Miller, Gill, Muniz , Tyson	11:45-11:50*
3 rd	ELA & Academics	11:50-12:20
Lunch	Port, Bowman, Sartor, Shahid, Houtsma , Charson , Barnes	12:20-12:25*
4 th	Social Studies & Math	12:25-12:55
Lunch	Joseph, Wicker, Hinson, Sciullo , Senzatimore , Brady, Womack	12:55-1:00*

5TH PERIOD 1:10 – 2:40 (90 minutes)

7TH PERIOD 2:45 – 3:45 (60 minutes)

*Pick up students from the cafeteria

(B) DAY SCHEDULE

BREAKFAST 8:15 – 8:45 (30 minutes)
2ND PERIOD (SEL) 8:45 – 10:30 (105 minutes)
4TH PERIOD 10:35 -1:00 (145 minutes)

1 st	Reading & Electives	10:40-11:10
Lunch	Choute, James, Cemoi , Galvan, Lyman, Stair	11:10-11:15*
2 nd	Science & Electives	11:15-11:45
Lunch	Boggs, Davis, Martin, Miller, Gill, Muniz , Tyson	11:45-11:50*
3 rd	ELA & Academics	11:50-12:20
Lunch	Port, Bowman, Sartor, Shahid, Houtsma , Charson , Barnes	12:20-12:25*
4 th	Social Studies & Math	12:25-12:55
Lunch	Joseph, Wicker, Hinson, Sciullo , Senzatimore , Brady, Womack	12:55-1:00*

6TH PERIOD 1:10 – 2:40 (90 minutes)

7TH PERIOD 2:45 – 3:45 (60 minutes)

*Pick up students from the cafeteria

GENERAL INFORMATION

SOUTHTECH PREPARATORY ACADEMY GOVERNING BOARD

The SouthTech Preparatory Academy Governing Board establishes policies and governing operations of SouthTech Preparatory Academy. The governing board provides opportunities for all involved to have input into SouthTech Preparatory Academy's success. It also promotes and increases teamwork between school, students, and parents. Please call 561-369-7002 for more information.

MESSAGE TO PARENTS/GUARDIANS AND STUDENTS

The office will deliver messages to students on an **emergency basis only** to avoid disruption of instruction. Transportation and other non-emergency situations should be handled prior to or after school. In the event of an emergency, **please call (561) 318-8087**.

STUDENT RESIDENCE ENROLLMENT REQUIREMENTS (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. Primary residence and/or address means the home in which the student and a parent (if applicable) lives most of the time.
- "Parent" is defined as either or both biological or adoptive parent(s) of the student, the student's legal guardian, a person in a parental relationship to the student, or a person exercising supervisory authority over the student in place of the parent, pursuant to Fla. Stat. 1000.21(5).
- The school selection, enrollment and placement of students experiencing homelessness and unaccompanied youth are governed by the McKinney-Vento Homeless Education Assistance Improvements Act of 2001 and School Board Policy 5.74 shall be referred to when enrolling students experiencing homelessness, unaccompanied youth and students awaiting placement in foster care.
- **Parents are required to immediately notify the school in writing of a student's change in address and updated emergency contact phone numbers.**

ADMISSION AND ENROLLMENT

SouthTech Prep Academy applications may be downloaded from the website at www.southtechschools.org, picked up at the school, or mailed out upon request in admissions (561) 318-8087. Please be advised that all students new to the county must present proof of a physical exam not more than one-year-old within 30 (thirty) days of registration. The following information needs to be submitted to SouthTech Prep Academy:

- **Physical examination:** Students failing to submit this document within 30 (thirty) days will not be permitted to attend SouthTech Prep Academy.
- **Immunization:** Students must produce documentation on the prescribed Florida Blue DR 680 form of appropriate immunizations. **No shots, No school, No kidding!**
- **Proof of Birth:** Birth certificate, baptism certificate, insurance policy that has been in force for two years or more, passport, or school record.

HEALTH REQUIREMENTS FOR SCHOOL ATTENDANCE COMMUNICABLE DISEASES

IMMUNIZATIONS

(P-5.322) and (F.S. 1003.22(9)) (P-5.06) and (F.S. 1003.22(1))

Students having or suspected of having a communicable disease or infestation schedule that can be transmitted to others may prior to be excluded from school, based on the decision of the Department of Health, and not allowed to return unless they have been successfully treated and/or present a note from a physician indicating that they are no longer contagious.

A Certificate of Immunization (DH 680) indicating compliance with the current required immunizations must be presented prior to the enrollment in school absent exemption. Students who are homeless may be eligible for a 30-day exemption.

IMMUNIZATIONS

SCHOOL HEALTH REQUIREMENTS FOR SCHOOL YEAR 2022-2023

FLORIDA ADMINISTRATIVE CODE 64D-3.011

Prior to entry, attendance, or transfer to Florida schools (kindergarten through 12th grade), each child shall have on file a Florida Certification of Immunization, DH 680, documenting the following:

VACCINE TYPES:	GRADES:														
	P K	K	1	2	3	4	5	6	7	8	9	1 0	1 1	1 2	
DTAP/DT SERIES	X		X	X	X	X	X	X	X	X	X	X		X	X
TDAP BOOSTER										X	X	X	X		X
TDAP OR TD BOOSTER															X
POLIO SERIES	X		X	X	X	X	X	X	X	X	X	X		X	X
MMR (2 DOSES)	X		X	X	X	X	X	X	X	X	X	X		X	X
HEPATITIS B SERIES	X		X	X	X	X	X	X	X	X	X	X		X	X
VARICELLA (2 DOSES)			X	X	X	X	X	X							
VARICELLA (1 DOSE)	X								X	X	X	X	X		X
* PHYSICAL EXAMINATION	X		X							X					

FLORIDA ADMINISTRATIVE CODE 64D-3.011

A physical examination is required for all students new to the District and SouthTech Prep Academy. (P-5.06 (A))

CLINIC

The clinic is located in office 127. A student must request permission from their teacher or administrator who will issue them a pass to visit the clinic. Only parents/guardians/formal designees who are **pre-approved** and listed on the **Student Demographic Information Form** may sign out and pick-up an ill student via the Main Office. Should the student, nurse or school administration be unable to reach the parents/guardians or a formal designee, the student must remain in the clinic or return to class.

MEDICATION NEEDS (POLICY 5.321)

A student under the care of a physician and needing to take medication must obtain written permission from the parent and physician, or other authorized person on the emergency card. Parents or guardians must secure the **“Authorization of Medication”** form from the school and have it completed by the physician and parent. Completed forms must be returned to the school. The medication itself should be presented to the office in the original container issued from the pharmacy. The school nurse or designee will monitor the administration of the medicine. **The school cannot issue any over-the-counter drugs** to any student and can comply only with the above-listed procedure. Parents must notify school administration if a student has a special medical condition or need. If a parent requests that prescription medication be given to their child, a doctor’s written authorization and the original prescription containers should provide dosage and storage instructions. Prescriptions will be refilled as needed by the parent. **Students are not allowed to carry any medication on campus at any time.**

ACCIDENTS AND INJURIES

As conditions warrant, students injured on school premises will be evaluated by school personnel and depending on the severity of the injury they will be taken to the school clinic, or if needed, with the permission of the parent/guardian, transported to an area hospital. In any and all cases, the parent/guardian will be notified. The supervising teacher or staff member WILL submit an accident report STCAI 0335 to Mrs. Handy, the Middle School Principal **within 24 hours**.

COVID-19

We will be following all current CDC guidelines.

CAMPUS ACCESS POLICY

Students are not permitted to leave campus without permission from administration. **Violation will result in recorded absences from class or classes and additional disciplinary action.** Students are not permitted in the parking lot during the school day without staff supervision. Any type of personal deliveries from off campus WILL NOT be permitted without prior administrative approval. This includes any food items. Students must have a hall pass and wear a visible student ID badge to be out of class for any reason. Only one student will be released per hall pass. Violation will result in recorded absences from class or classes and additional disciplinary action. All visitors (parents, contractors, agency personnel, etc.) must sign-in/out at the front desk and be cleared through the main office's background security system and issued a visitor badge to be worn at all times while on campus. All employees must wear an ID badge in a visible location at all times while on campus.

COVERAGE OF SCHOOL ACTIVITIES

At various times during the course of the school year, several activities require the use of the student's photograph, video image, art work, writing, annual yearbooks, graduation programs, web sites and approved news gatherings, etc. Please note the language found within the annual Student Registration Form:

Parental Consent for Release of Student Photograph and Information

I hereby give permission for the School or District to use my child's photograph, video image, writing, voice recording, name, grade level, school name, participation in officially recognized activities and sport, weight and height of members of athletic teams, dates of attendance, diplomas and awards received, date and place of birth, and most recent previous school attended, in annual yearbooks, graduation programs, playbills, school productions, web sites, etc. and/or similar School or District sponsored publications or in School or District approved news media interviews, releases, articles, and photographs. I also provide permission for the release by the School or District to the media and governmental entities of my child's name, grade, school name and honors my child has received for public announcement of recognition of my student's accomplishments. I understand that without checking the permission box my child's name and photograph cannot and will not be included in any publications or presentation, including a school yearbook.

If you do not want your child to be included in the school photographs please contact us at 561-318-8087 or email Mr. Argueta at andy.argueta@pbcharterschools.org

PARENT CONFERENCES

Parents are encouraged and invited to confer with teachers, counselors or administration any time during the school year. It is advisable to make an appointment to do so. This can be done by calling our guidance department at (561) 318-8087 or email them at patricia.colas@pbcharterschools.org or tamika.barrowes@pbcharterschools.org. Parents are encouraged and invited to confer with teachers, counselors, or administration any time during the school year.

EMERGENCY CODES

- **CODE RED:** Lockdown – No Movement
- **CODE YELLOW:** Lockdown – Limited Movement of CRISIS RESPONSE TEAM (CRT) only
- **CODE BLUE:** Evacuation (anything other than bomb threat)
- **CODE WHITE:** Bomb Threat
- An announcement will be made if you need to evacuate. Key Issue: Electrical signals may trigger explosive devices.
 - Turn off all walkie-talkies, cell phones, and radios immediately.
 - Leave all lights, fans, etc. as they are, on or off.
- **CODE GREEN:** All clear

EMERGENCY INFORMATION

The capability to contact parents during emergency situations is **essential**. Students cannot receive emergency non-life threatening medical care without parental/guardian approval. Parents must ensure that emergency contact information listing the address and phone numbers where they can be reached during the day are on file and current. Please contact the office if any emergency information changes.

EMERGENCY SCHOOL CLOSING

The school principal will close school due to dangerous weather conditions or emergencies. SouthTech school closings will coincide with the Palm Beach County School District's closings unless the closing is due to a problem unique only to one or more of the SouthTech schools. Closings will be announced on local radio stations, television stations, and through automated parent calls. If District schools are announced as being closed, SouthTech schools will be closed as well.

EMERGENCY DRILLS

Evacuation routes are posted inside each classroom. The signal to evacuate will be either an alarm or an announcement over the P.A. system. Students are to quickly evacuate to their designated areas, remain calm and follow directions as they are given. Teachers will check rolls at their assigned areas. Students and teachers are to return to their classroom after an all-clear signal is given.

Setting off, damaging, defacing, or in any way disturbing fire alarms or fire-fighting equipment WILL result in a mandatory ten (10) day out of school suspension and possibly legal action.

LOST OR STOLEN ITEMS

The school **CANNOT** assume responsibility for lost, broken or stolen articles. **Students are urged not to bring valuable items or large sums of money to school.** Personal items or books found will be stored in the main office – lost and found. School personnel will not disrupt classroom instruction to search for lost personal or unauthorized items which include cell phones, I-pods, or other electronic personal items.

TEXTBOOKS

If your classroom teacher issues textbooks, the student is responsible for those books until they are returned. On the inside cover of each book, there is a number. It is important that you write your name in the designated area clearly in ink so that the book can be returned in the event it is lost. Each book is given a rating according to the condition it is in when assigned to the student. If the book is returned damaged in any way, the student will pay a fine. At the time of issuance, please bring any damage to the teacher's attention. Any and all questions regarding textbooks should be directed to the teacher. Classroom sets will be distributed by number as well. Students are responsible for the condition of all assigned textbooks.

VISITORS AND STUDENT PICKUP

Parents/Guardians are always welcomed and encouraged to visit the school. Visitors who are not parents/guardians are not allowed to visit students during the school hours unless it has been pre approved by administration. **For the safety of your child(ren), no student will be released to any person not on the Registration Form PBSO 0636. Those persons authorized to pick up a student must show proper photo identification. There will be no exceptions.** Parent/guardians may alter the student contact/pick-up list only by completing in person/in writing, the additional student pick-up information section of the Student Demographic Information Form. An original signature is required. **No early release after 3:00pm.**

STUDENT SERVICES

ATTENDANCE (POLICY 5.092)

Pursuant to Florida statutes 1003.01 and SouthTech Prep Academy Policy 5.092 all students shall be required to attend school. Florida Statute 1003.24 and SouthTech Prep Academy Attendance Policy 5.092 states that it is the responsibility of parent(s)/guardian(s) to insure their children attend school on a regular basis. "Regular basis," according to statute and policy, means attending school every day including every period. SouthTech Prep Academy operates on an A/B daily block that has 4 grading terms. Any student missing more than 5 days per term will put themselves in peril of not receiving full credit and MAY jeopardize their continued enrollment at SouthTech Prep Academy. Pursuant to Florida State Statute 1003.26 and SouthTech Prep Academy Policy 5.09, the Executive Director and Board of SouthTech Prep Academy has the authority to take steps to bring criminal prosecution against the parent(s)/guardian(s) of a student who has violated the State of Florida Department of Education, Palm Beach County District School System and SouthTech Prep Academy attendance policies which are the same.

Attendance Plan

Number of Days Absent	Notification
3	Parent will receive a call from the teacher indicating that the student has missed three days of school.
5	Parent will receive a phone call from the school administrator or counselor explaining that the student has missed five days of school and reminding the parent of the importance of regular school attendance. The parent will be encouraged to meet with the son or daughter's counselor to discuss attendance issues.
7	A letter will be sent home from the school requiring that the parent meet with the principal or counselor to discuss supports that can be provided to facilitate improved attendance.
10	Student will be placed on an attendance contract .
11+	Conditions listed on attendance contract In addition, the school principal and counselor may conduct a home visit to meet with the student's parents, assess barriers to school attendance, and develop a plan to improve the student's attendance.

Policy: A student can miss no more than 5 days per half credit hour course or 10 days per full credit hour course, excused or unexcused.

Tardy Policy

Within the first 15 minutes of class

Students are expected to be on time to all of their classes as tardiness disrupts the learning process for the student and the teaching process for the instructor. Students are considered tardy to class if they are NOT **in their seats** ready to learn. Students who arrive within the first 15 minutes of class should be marked tardy on the teacher's chalk.

Later than 15 minutes of class

Students who arrive later than 15 minutes into the class period must report directly to Student Services or to the front desk for an Admit Slip to class. Once students have received an Admit Slip they must report directly to their class. Students with the Admit Slip must be allowed to participate in all instructional activities for the remainder of the class period. Students will still be considered tardy on the teacher's attendance. Only students who do not attend any portion of the class period should be marked absent. Below are the consequences for student tardiness.

Failure to comply with tardiness policy will result in the following action:

1st offense - A verbal warning from teacher/staff/admin.

2nd offense - Verbal warning and teacher will contact parent/guardian to notify of 2nd offense of tardiness.

3rd offense - Students will need to report to student services and the Student Services department will contact parent/guardian and administer any disciplinary action.

SEXUAL HARASSMENT (Policy 5.001)

SouthTech Prep Academy and the School District of Palm Beach County, prohibits sexual harassment activity by any student. This policy shall apply to all official activities of the school and the district. It is recognized that discrimination or harassment complaints by students may arise from actual or perceived situations and circumstances. Students and parents are obligated to carefully examine this policy prior to filing a sexual harassment complaint. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the conduct occurred will be investigated.

BULLYING AND HARASSMENT (POLICY 5.002)

The STPA family has joined hands in a national campaign to stop "bullying" and cyber-bullying in our schools. The faculty and administration at SouthTech Preparatory wish to provide each and every member of our family information to recognize and prevent all forms of bullying from occurring. It is the responsibility of all to prevent this negative behavior and help assure a safe and sound learning environment. Bullying can take the form of physical harm to someone's body or

property, emotional harm to someone's self-esteem, or feeling of safety and social harm to someone's group acceptance. Bullying occurs when there is unwanted, aggressive behavior among school aged children that involves a real or perceived power imbalance, **and is repeated and consecutive.**

No act that demeans or puts down another individual will be considered "fooling around." Students who are bullied are encouraged to share such experiences with a teacher, counselor, deans or administrator.

GANG CONTROL (POLICY 5.091)

SouthTech Prep Academy has a **ZERO** tolerance policy for any type of gang related behavior/activity on campus. Any student caught participating in any type of gang related behavior/activity (including, but not limited to putting gang graffiti on walls, desks, tables, books, etc.) anywhere on campus will receive the maximum punishment outlined in the Palm Beach County School District's discipline matrix.

GANG CONTROL DEFINITIONS

Youth and street gang: Any organization, association or group of 3 (three) or more persons, either formal or informal, which meets both of the following criteria:

- A unique common name or common identifying signs, colors, symbols or clothing styles.
- Has a member or associate who individually or collectively has engaged in any criminal activity.
- Youth and street gang member: Any person who meets any 2 (two) of the following criteria:
 - Admits to gang membership.
 - Is a youth up to age 21 who is identified as a gang member by a parent/guardian.
 - Is identified as a gang member by a documented reliable informant.
 - Resides in or frequents a particular gang's area and adopts their style of dress, uses their hand signs, symbols or tattoos and associates with other known gang members.
 - Is identified as a gang member by an informant of previously untested reliability and corroborated by independent information.
 - Has been arrested more than once in the company of identified gang members for offenses which are consistent with usual gang activity.
 - Is identified as a gang member by physical evidence such as photographs or other documentation.

HALLWAY CONDUCT/TRANSITIONS

Students should create an orderly flow of traffic in the hallways by practicing hands down, eyes forward, low speed, low volume, and walk on the right side of hallways. All students should be able to walk the halls without having embarrassing or derogatory remarks made to or directed at them. Students should not bump into, push, or jostle other students. There should be no running in the halls or loitering. There is to be no eating or drinking in the halls except in designated areas. Appropriate passes are required at all times except between classes. *No public displays of affection will be tolerated.*

INTERNET SAFETY POLICY

CIPA EDITION

Note: The following Internet Safety Policy was developed to address the basic policy compliance requirements of CIPA and NCIPA for E-rate funding. Schools and libraries adopting new or revised Internet policies may wish to expand or modify the sample policy language (as suggested in the accompanying Primer) to meet broader policy objectives and local needs. Neither the FCC nor the SLD has established specific standards for a CIPA-compliant Internet Safety Policy and neither has reviewed, much less endorsed, this sample policy.

INTRODUCTION

It is the policy of SouthTech Preparatory Academy to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act (Pub. L. No. 106-554 and 47 USC 254(h)).

ACCESS TO INAPPROPRIATE MATERIAL:

- To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter the Internet, or other forms of electronic communications, access to inappropriate information.
- Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.
- Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.

INAPPROPRIATE NETWORK USAGE

- To the extent practical, steps shall be taken to promote the safety and security of users of the SouthTech Preparatory Academy online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.
- Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

ONLINE EDUCATION, SUPERVISION AND MONITORING

It shall be the responsibility of all members of the SouthTech Preparatory Academy staff to educate, supervise, and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of Technology Specialist or designated representatives.

(For schools only) The Technology Specialist or designated representatives will have provided age-appropriate training for students who use the SouthTech Preparatory Academy's Internet facilities. The training provided will be designed to promote the SouthTech Preparatory Academy's commitment to:

- A. The standards and acceptable use of Internet services as set forth in the SouthTech Preparatory Academy's Internet Safety Policy.
- B. Student safety with regard to:
 - . safety on the Internet;
 - . appropriate behavior while online, on social networking Web sites, and in chat rooms; and
 - . cyber bullying awareness and response.
- C. Compliance with the E-rate requirements of the Children's Internet Protection Act (CIPA).

Following receipt of this training, the student will acknowledge that he/she received the training, understood it, and will follow the provisions of the District's acceptable use policies.

INTERNET SAFETY POLICY ADOPTION

This Internet Safety Policy was adopted by the Board of SouthTech Preparatory Academy at a public meeting, following normal public notice on June 23, 2016.

CIPA definitions of terms: **MINOR**. The term "minor" means any individual who has not attained the age of 17 years.

TECHNOLOGY PROTECTION MEASURE

The term “technology protection measure” means a specific technology that blocks or filters Internet access to visual depictions that are:

1. **OBSCENE**, as that term is defined in section 1460 of title 18, United States Code;
2. **CHILD PORNOGRAPHY**, as that term is defined in section 2256 of title 18, United States Code; or
3. **HARMFUL TO MINORS**. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
 - i) Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
 - ii) Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact*, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - iii) Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

**SEXUAL ACT; SEXUAL CONTACT. The terms “sexual act” and “sexual contact” have the meanings given such terms in section 2246 of title 18, United States Code.*

PARENT/STUDENT GRIEVANCE PROCEDURE SOUTHTECH PREP ACADEMY BOARD (POLICY 5.19)

1. The Governing Board of SouthTech Prep Academy recognizes that misunderstandings between students, parents/guardians, and school staff may occur; it is the intent of this policy to provide a means for resolving these issues:
 - A key ingredient in a student’s educational success is parental involvement in the student’s education. This includes regular parent/student discussion and parental involvement in school activities such as Open House, Parent Night Trainings and Governing Board meetings.
 - Parents/guardians are encouraged to arrange (by appointment) periodic conferences with their students’ teachers to discuss student progress and needs, and resolve minor misunderstandings.
2. Parents or students wishing to file a formal grievance shall do the following:
 - Submit a written request to the School Principal outlining the nature of the grievance and desired resolution.
 - The Principal shall schedule a meeting with the appropriate Assistant Principal and staff member(s) involved with the issue at a convenient date and time. This shall occur within (5) five days of receiving the grievance.
 - After staff has discussed the issue, a meeting will be scheduled with the parents/guardians and/or student to resolve the situation.
 - If the issue is not resolved, the parents/guardians or student may appeal to the Executive Director for resolution. The Executive Director shall schedule a hearing with all involved parties and deliver a response within ten days of the request.
 - The parent/guardian or student, after exhausting all school center remedies, may appeal the

grievance to the Governing Board. The parent/guardian or student shall make a request in writing to the Governing Board Secretary requesting a Governing Board hearing. The meeting Governing Board chairperson may call the Governing Board to an Executive Session meeting if it is determined to be appropriate in light of statutory mandates. The Governing Board shall render a final decision on the matter by majority vote within thirty days.

- The parents/guardians may have another adult of their choice attend any of the above sessions, with prior written notification, which includes the person's identity and role, to assist them in articulating their grievance and resolution.

The Board, Executive Director , Principal and STP staff shall respect the rights of students and parents/guardians to disagree on an issue, and seek redress without fear of reprisal.

TRANSPORTATION (POLICY 2.23)

Bus transportation for students living more than two miles from school is governed by the State and provided by South Tech Schools. For information regarding bus pick-ups and drop-offs or any other transportation questions, please call Mr. Barone at daniel.barone@pbcharterschools.org. **Riding the bus is a Privilege.** Students may be suspended from riding the bus if their conduct presents a safety concern. All students riding the bus are subject to the authority and discipline of the bus driver at all times while on the bus. School bus misconduct or vandalism is reported to school administrators on student discipline referral form by the driver. Any student receiving a referral form will be subject to disciplinary action according to the Palm Beach County School District discipline matrix. SouthTech Prep Academy may suspend any student from riding the bus for a period not to exceed ten (10) days. **Repeat offenders may be expelled from bus privileges.** Students and parents/guardians will be notified of such a decision within 24 hours of said suspension. If a student is suspended from the bus, the bus driver will not allow the student to enter the bus.

BUS RULES

Occasionally, a bus is delayed in picking up students. Students should wait a reasonable time and then contact the school or our Transportation Coordinator to see if the bus is on route. Students are required to ride their assigned bus. The school bus driver is in charge of the bus and the passengers. The driver is responsible for the safety of students and for their conduct on the bus. Riders are subject to the authority of the bus driver and may be suspended from riding the bus for violation of bus rules. Riding the bus is a privilege that can be denied if a pupil's behavior creates a problem on the school bus or at the bus stop. **Safety is the number one consideration.** In addition to the disciplinary rules stated in this handbook, the following rules must be observed:

- Students are expected to respect their neighbors and the property of their neighbors while waiting for the bus or while in route to or from the bus stop. Students are expected to

behave in a way that promotes safety and good manners. Students must stand off the roadway while waiting for the bus.

- Students preparing to board the bus should cross the roadway immediately in front of the bus, BUT NOT UNTIL THE BUS DRIVER HAS GIVEN THE SIGNAL TO CROSS AND IT IS SAFE TO DO SO.
- Students riding buses must arrive at the bus stop on time; the bus cannot wait for those who are tardy.
- Students must remain in their seats at all times when the bus is in motion.
- All riders must keep their arms and heads inside the bus at all times. Nothing may be thrown from the bus.
- Riders should not engage in unnecessary conversation with the driver because this creates a dangerous situation. Students are to observe classroom conduct, except for ordinary conversation.
- Students must treat the bus property respectfully and carefully. Vandalism will not be tolerated.
- Eating, drinking, smoking or vaping on the bus is absolutely forbidden. Smoking or vaping and possession of tobacco products/e-cigarettes and vaping products is prohibited at the bus stop or while waiting for the bus.
- The driver has the right to assign students to certain seats if necessary in order to promote order and safety on the bus.
- Students must get on and off the bus at their assigned school bus stop. No one is entitled to ride any bus other than the one to which assigned.
- Parents/adults other than official personnel are not to board or approach the bus for any reason without prior approval from administration.

If a student's bus privileges are suspended, the student's parents are responsible to ensure that the student is attending school.

SPORTS (POLICY 2.05)

SouthTech Prep Academy does not offer any interscholastic sports activities. SouthTech's charter agreement with Palm Beach County District specifies that any SouthTech student in good standing may participate in interscholastic sports or other FHSAA activities at their boundary school. In addition, pursuant to SouthTech Academy Policy 2.05, SouthTech Prep Academy does offer after school intramural sports activities as well as various clubs and other activities in which students may participate.

STUDENT SERVICES DEPARTMENT

The student services department at SouthTech Prep Academy will assist students and parents/guardians in understanding the rules and regulations in SouthTech Prep Academy's conduct and behavior policies 5.181 through 5.1891. The student services department will also implement and enforce discipline consequences.

Student Code of Conduct

(Policy 5.18)

The educational process of SouthTech Prep Academy is to provide a safe environment that fosters student behavior that is socially acceptable and conducive to the learning and teaching process. It is the intent of this policy to establish guidelines and consequences for the conduct and discipline of students attending SouthTech Prep Academy in accordance with The School District of Palm Beach County's Discipline Matrix.

SouthTech Preparatory Academy exercises these responsibilities during the times:

- a student is in route to and from school using SouthTech Schools or The School District of Palm Beach County (School District) provided transportation.
- a student is attending school.
- a student is physically on the property that is owned or operated under the jurisdiction of SouthTech Schools or the School District.
- a student is attending any function sponsored by SouthTech Schools or the School District.

All students at SouthTech Prep Academy are expected to reflect its high standards by conducting themselves in a manner that is conducive to the orderly operation of the school. Students should be in class, on time, and change from class to class in an orderly fashion, avoiding any behavior that may cause disruptions. Students must show respect and consideration for their peers and all members of the SouthTech Prep's staff, including bus drivers.

TECHNOLOGY ACCEPTABLE USE POLICY

DIGITAL CITIZENSHIP POLICY

Whether in or outside of the classroom, any unauthorized or inappropriate use of an electronic device will result in confiscation; refusal to surrender the device will result in disciplinary action, after the first time. In the case of repeat offenses, a parent or guardian will be required to retrieve the device.

Unauthorized use of cell phone or other technology includes, but is not limited to:

- Complaint of photography without consent
- Complaint of recording without consent
- Texting
- Social networking
- Listening to Music
- Cyberbullying
- Negative posting on social media

If cell phones are heard in any way (vibrating) or seen they will be confiscated. This applies to headphones and other hearing devices.

Failure to comply with the Digital Citizenship Policy will result in the following action:

- **1st offense** - Return of the confiscated item will require the parent/guardian to come to the main office and pick up the item. The cell phone will be held in Student Services during the school day and returned at the end of the school day.
- **2nd offense** - The cell phone will be held in Student Services for one week and will be returned to the parent or guardian after the week is over.
- **3rd offense** - Confiscated items will not be given back to the student or parents until the end of the semester.

Refusal to turn over a device to a SouthTech Prep Academy faculty or staff member when requested will result in a referral for insubordination.

Continuous offenses: Items will be confiscated and the student will receive a referral for insubordination. Disciplinary action will be taken as outlined in the Palm Beach County School District discipline matrix. Items will be confiscated and returned to students at the end of the school year.

The school will not be responsible for confiscated items lost, stolen or damaged.

OUTSIDE OF SCHOOL TECHNOLOGY VIOLATION

Any cyberbullying, or technology harassment, that takes place off campus and is reported to Student Services or any other staff member shall be addressed by the parent/guardian. Student Services will advise the parent, but is not responsible for taking action UNLESS the incident is disruptive to the learning environment.

SOUTHTECH SCHOOLS

CLASSROOM RULES FOR MOBILE DEVICES

Get ¹Mobile Devices when the teacher instructs to do so.
 Be sure to use only the ¹Mobile Devices number assigned to you.
 Always sit down while using the ¹Mobile Devices.
 If you are asked to move for any reason, carry the ¹Mobile Devices with two hands and hold it by the base, not the cover.
 No banging, slamming, or hitting the ¹Mobile Devices.
 Stay focused on the lesson objectives; do not visit pages that are not directly related to your assignment.
 Do not touch someone else's ¹Mobile Devices.
 No gum, food, or drinks allowed in CLASS or near the ¹Mobile Devices.
 Stop 5 minutes before the end of the period and log off the ¹Mobile Devices before closing the cover.
 Place the ¹Mobile Devices back on the cart in its proper numerical space when instructed to do so.
 Inspect your ¹Mobile Devices at the beginning of class and report Mobile Devices damage immediately. (Failure to report damage or improper function to the ¹Mobile Devices may result in student being held liable).

Disciplinary Actions

Tier One	Tier Two	Tier Three
Loses ability to use ¹ Mobile Devices for the remainder of that class period, or for the next class period if violation occurs at the end of a class period for that specific teacher.	Loses ability to use ¹ Mobile Devices for at least one week, and placed on a behavioral technology contract. This offense applies across all teachers and classes.	Immediate suspension of the use of ¹ Mobile Devices for at least one semester. If violation occurs within the last month of a semester, consequence applies for the remainder of that semester and the entirety of the following semester. Student will only gain back privileges by conferencing with teacher where that incident has occurred, administration, and parent/guardian.

¹Mobile Devices: Laptops, Chromebooks, iPads, Tablets

DISCIPLINE ACTION PLAN

Failure to comply with **SouthTech Prep Academy Student Code of Conduct - Policy 5.18** will result in consequences that may include a combination of the following, which are not sequential steps:

- **CONFERENCE WITH STUDENT:** Private time with student to discuss behavior interventions/solutions. This can include direct instruction in expected or desirable behaviors.
- **PARENT/GUARDIAN CONTACT:** Teachers and/or administrators will contact parents/guardians with concerns and solutions to a student's conduct and behavior.
- **REQUEST FOR PARENT/GUARDIAN CONFERENCE:** Teachers/administration or parents/guardians may request a conference to discuss student's conduct and/or behavior. In some cases, as determined by administration, a student may not be able to return to that class until a conference has taken place. That student will be sent to In-School Suspension (ISS) until such time that a conference is held.
- **PARENT/GUARDIAN INTERVENTION:** As a result of the severity of an infraction an administrative request may be made to the parent/guardian that a student should not return to school without the parent/guardian accompanying him/her for an administrative conference or to shadow the student during class. It is important that the parent/guardian schedule the conference as soon as possible. The time that a student is out shall not exceed ten days and will be considered unexcused absences.
- **IN SCHOOL SUSPENSION (ISS):** ISS is the temporary removal of a student from regular classes for a determined class period(s) or day(s) that the student will be held in one classroom for the assigned time. There will be total silence while in ISS. Students will be given academic assignments that must be completed before the student will be released from ISS. Failure to complete an assignment or the disruption of ISS will result in additional time added to ISS or an out of school suspension (OSS).
- **LUNCH DETENTION:** Students spend an entire lunch period assigned to the Choice/ISS room where they will silently eat lunch and complete an assignment. Failure to report to lunch detention will result in further disciplinary action.
- **OUT OF SCHOOL SUSPENSION (OSS):** Extreme disciplinary consequences may require the temporary removal of a student from SouthTech Prep Academy. This removal is not to exceed ten (10) consecutive school days per incident. P5.80 (3) (K). All suspension days are considered unexcused absences. The administrative designee shall include any analysis of suspension in the report of school progress. D5.351 (2) (e) and FS232.26 (a) (b) (c) (d).
- **ATTENDANCE OR DISCIPLINARY CONTRACT:** Missing more than five (5) days during a

semester or a continuous disregard for classroom and/or school rules and regulations will result in a student being placed on an attendance or disciplinary contract respectively.

- **WITHDRAWAL FROM SOUTHTECH PREP ACADEMY:** After all interventions have been exhausted, failure to adhere to the SouthTech Prep Academy Student Conduct and Behavior Policy 5.18, the SouthTech Prep Academy Student Attendance Policy 5.092 or the SouthTech Prep Academy academic requirements, may result in a student being withdrawn from SouthTech Prep Academy immediately or at the end of the semester and referred back to the student's boundary school.
- **EXPULSION:** As a result of an infraction that severely violates SouthTech Prep Academy and the Palm Beach County School District policies, a recommendation may be made to the SouthTech Academy Board along with the Palm Beach County School Board not to allow a student to attend any public school in Palm Beach County.
- **Rules and regulations will also apply to school transportation (buses). A good faith effort shall be made by instructors and/or administrators to employ parental involvement whenever necessary to assist in a student's negative behaviors and/or academic performances.**

DISCIPLINE MATRIX OF THE SCHOOL DISTRICT OF PALM BEACH COUNTY

According to SouthTech Prep Academy's Student Code of Conduct Policy 5.18, SouthTech Prep Academy will use and follow the codes set forth in the Palm Beach County School District's discipline matrix to determine reasons and consequences for discipline infractions. In addition, SouthTech Prep Academy subscribes to the Positive Behavior Interventions & Support program. *SouthTech Prep Academy has developed three universal guidelines for behavior and a matrix for school wide behavior expectations:*

BE RESPECTFUL

BE RESPONSIBLE

BE READY TO LEARN.

DISCIPLINE PHILOSOPHY

SouthTech Prep Academy Student Conduct and Behavior Policy 5.18 forms the basis for SouthTech Prep Academy's philosophy of discipline which is to encourage and develop self-control and self-discipline along with encouraging self-direction and self-development. Accordingly, under supervision and in a safe and supportive environment, students are provided specific freedoms within the framework of school policies allowing them the opportunities to learn to make choices and assume responsibility for their actions.

WELLNESS PROMOTION (POLICY 5.003)

SouthTech Prep Academy Policy 5.003 follows the School District's wellness promotion

Reviewed on February 2023

Policy 1.11 which is intended to fulfill the requirement under Public Law 108-265 state statute 204 (204) (42 U.S.C. statute 1751 Note) that promotes student health and reduction of childhood obesity, as well as to promote wellness for employees.

ACADEMIC PROCEDURES

CLASS OR SCHEDULE CHANGE

A student wishing to withdraw from a class or have a schedule change must request a schedule change and complete a form which is obtained from their **Guidance Counselor** in order to have the request considered. Students must continue to attend all classes until they are officially withdrawn or until their schedule has been officially changed. Schedule changes **MUST** be justified and will be approved on a limited basis. Unless special circumstances exist, schedule changes after the second week of a class will not be approved.

CHALK.COM

For those parents/guardians that have access to the Internet, you may check the progress of your child at any time by using www.chalk.com. Guidelines on how to access this information is available on the website (www.southtechschools.org).

REMIND

Administration uses the Remind software to inform students and parents of events, student attendance, and emergencies on campus in text message format. Students and Parent enrollment is MANDATORY. To enroll please follow the directions provided below.



Don't miss important updates from STPA's Principal Mrs. Handy

Text the message @82e2h to the phone number 81010.

OR

If you're having trouble with that you can text @82e2h to the phone number (614) 450-1491.

OR

You can download the app by using the link Rmd.at/82e2h on a web browser.



GRADING PERIOD AND REPORT CARD DISTRIBUTION

Report cards are generated every 9 weeks. The report card will reflect the academic status and attendance for each student. Progress reports will be issued to each student approximately 4-1/2 weeks into each 9 week marking period. Any student in jeopardy of failing may receive daily or weekly progress reports issued to the parents.

GENERAL RULES FOR GRADING

Grading shall be based on the quality of work done. A student's attendance, daily preparation, and promptness in completing assignments must be consistent and congruent with the grades given. All students will receive a daily grade. Students who have not completed all assigned work shall receive an incomplete (I) for that grading period. Students are required to make-up all work missed for all absences, whether excused or unexcused. Students must complete all work within one day for each day absent from class, not counting the day of return. Students who fail to make-up work will be assigned a zero for all assigned work missed on a daily basis which could result in failure of the class and loss of credit. Repeated failure or refusal to make-up work will result in disciplinary action and placement upon a student academic contract.

GRADING SCALE

- A = Outstanding progress (90% - 100%)
- B = Above average progress (80% - 89%)
- C = Average progress (70% - 79%)
- D = Lowest acceptable progress (60% - 69%)
- F = Failure (below 59%)
- W = Withdrawn
- I = Incomplete

STUDENT CONDUCT GRADING

- 4 = Student's behavior very constructive to learning
- 3 = Student's behavior generally supportive of learning
- 2 = Student's behavior detrimental to his/her own learning
- 1 = Student's behavior detrimental to his/her own learning and to the learning of others

STUDENT RECORDS (POLICY 5.50)

Parents and/or students eighteen years of age or older shall have the right to inspect, review and obtain copies of any and all official records, files, and data directly related to the student. These records may be obtained through the guidance office. Copies of education records shall be provided upon request according to Florida Statutes D.5.05 (Public Law 93380).

WITHDRAWALS AND TRANSFERS FROM SCHOOL

The following **MUST** be completed in order for a student to withdraw or transfer from SouthTech Prep Academy:

- Parents/guardians must accompany the student to the Guidance Office and authorize the withdrawal.
- Turn in all books and clear all financial obligations.
- Complete the required withdrawal form.
- Return the completed withdrawal form to the Guidance Department

STUDENT EXPECTATIONS

DRESS CODE

- Upon entering and when on campus, students must wear the appropriate SouthTech Prep uniform. This uniform **MUST** be properly worn and visible at all times during the school day.
- No unapproved outer garments are to be worn over the uniform. Students may wear the STPA cardigan or jacket, any other brand of jacket/hoodie **may not be worn**. No sweaters or jackets with hoodies are allowed in school.

- Uniform bottoms must be uniform styled (shorts,skirts,capris, pants). Students are not allowed to wear leggings , sweatpants or jeans.
- **Students are not permitted to wear pants that fall below the waist or droop too low (no exposed underwear or other indecencies will be permitted). Pants that expose skin of any kind may not be worn on campus.**
- Female students may wear uniform skirts or shorts that fall below the fingertips when the student is standing with arms to the side in a relaxed mode. No pencil skirts will be allowed. No exposed midriffs will be allowed.
- **Bandanas, caps, headbands, headscarves or other headwear deemed inappropriate by administration will not be allowed.**
- Uniform shoes must have backs and be closed-toed. **No Crocs** or cloth or bedroom type footwear will be permitted. No sandals or flip flops.
- Wallet chains, dog collars, stud belts/bracelets or any other types of non-jewelry chains are prohibited.
- SouthTech Preparatory reserves the right to deny any student the privilege of wearing certain colors and clothing which may be disruptive to the educational process.
- **Students can carry a small personal bag, with or without a handle or strap and no larger than the size of a hand.**

DRESS CODE VIOLATIONS

Failure to comply with these code policies will result in the following consequences:

Violation of dress code students will result in parent contact to notify about the uniform violation and ask to drop off proper clothing.

- Students that are not compliant with dress code will wait in the Student Services office until proper attire can be obtained.
- **Repeated violations will result in a referral for insubordination and require further disciplinary actions.**

ID BADGE POLICY

Students must wear their SouthTech Prep ID badge at all times while on campus. Badges are to be worn around the neck on a lanyard or clipped to the student's front collar. Failure to wear your ID badge is a violation of school policy. Replacement Badges are available in Student Services for \$5.

Failure to comply with these code policies will result in the following consequences:

1st offense - A verbal warning from teacher/staff/admin.

2nd offense - Teacher/Staff will call the parent to notify them about the ID violation.

3rd offense - Lunch detention will be administered

EXCUSED AND UNEXCUSED ABSENCES

Reviewed on February 2023

The parent(s)/guardian(s) and student understand that Florida State Law requires that all students attend school each day without exception unless there is a legal excuse for being absent.

After 10 days absent, excused or unexcused, a student may be placed on an attendance contract. Pursuant to SouthTech Preparatory Academy Policy 5.09, it is the responsibility of the parent(s)/guardian(s) to justify an absence within 24 hours of the student's return to school. The justification will be evaluated based on the adopted School Board definition of "excused" absences which are:

1. Student illness
2. Medical appointment
3. Death in the family
4. Religious holidays or services recognized by all members of the faith
5. Subpoena by law enforcement agency or mandatory court appearance
6. Other individual student absences beyond the control of the parent or student, as determined and approved by the Principal or Principal's designee.

It is South Tech Prep Academy and the Palm Beach County School District's policy that the school responds in a timely manner to excused or unexcused absences. To this effect, the School District of Palm Beach County, through automatic dial, attempts to contact the parent/guardian within 24 hours of a student's absence.

SKATEBOARDS, ROLLER BLADES, SCOOTERS, SPORTS EQUIPMENT

Skateboards, roller blades, sports equipment and/or scooters are not permitted on school grounds without pre-approval from administration and they must be kept in the Student Services Department during the school day.

Extracurricular Activities

It is a privilege for students to participate in extracurricular activities, like *Gradventure*, *8th grade dance*, *Rock-n-Roll Festival*, *Dress Down days*, etc. However, students who do not follow the school rules and the Bulldog Way will lose these privileges.

SouthTech Preparatory Academy's Voice Levels

Level 0

No Conversation

(No talking, no sound)

Level 1

Whisper

(Only the person next to you can hear you)

Level 2

Talking Voice – Quiet Conversation

(Only the person next to you can hear you)

Level 3

Presentation Voice

(Everyone in the room should be able to hear you)

Level 4

Outside Voice

(You can be heard across the pavilion, cheering at a pep rally, etc.)

UNIVERSAL ATTENTION SIGNAL

The Bulldog Way



Raise your right hand in the air – with your palm facing out.

Voice Level 0

<u>Setting</u>	<u>Signal</u>
Classroom	“Paws up”
Lab/Shop Environment	“Paws up”

Large Group	Paws Up 3-2-1
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PROCEDURES FOR MISCONDUCT

ASSAULT OR BATTERY UPON DISTRICT SCHOOL BOARD EMPLOYEE

Whenever any student, parent, or other person commits an assault or battery upon any elected official or employee of a school district, and the elected official or employee is on school property or is away from school property on official business, the offense will be prosecuted to the full extent of the law.

CHEATING/PLAGIARISM

Students are expected to maintain values of personal integrity and honesty. Cheating is not acceptable behavior. Any work submitted by students must represent their own effort. In the case of material borrowed from another source, the work submitted must include clear and appropriate attribution. Any student who is apprehended cheating or deliberately plagiarizing will be subject to disciplinary action, including, but not limited to, failing grade for work submitted.

COLLECTING/SOLICITING MONEY

Students or staff may not solicit funds unless the principal has first given permission. Students are to refrain from borrowing money from other students. **ABSOLUTELY NOTHING IS TO BE SOLD ON CAMPUS OR ON THE BUSES UNLESS SCHOOL SPONSORED.**

DISRUPTIVE ITEMS

Items that are disruptive to the learning environment are prohibited. Perfumes, lotions, makeup, hairspray, deodorants, etc. may not be applied in the classroom or hallways. Exploding or noisemaker items such as poppers, snappers and other items are strictly prohibited. Water guns, laser guns, stink bombs, laser pens, fidget spinners, slime and other disruptive “toys” have no place in the school environment. These types of disruptive items will be confiscated.

DRUG/INTOXICANTS AND ALCOHOL VIOLATIONS

The possession, purchasing, consumption, use or distribution of drugs, including intoxicating beverages, is illegal and is prohibited anywhere on school property. Any involvement in drug-related activity is prohibited. This includes all school activities and functions on and off school grounds. Offenses could result in exclusion or expulsion from school. Anyone deemed being under the influence of drugs/intoxicants to any degree is subject to disciplinary action. "Under the influence" is defined as having consumed any amount of an alcoholic beverage or having taken any amount of an illegal drug. (Sips and "one hits" counts). The possession of drug paraphernalia is prohibited (e.g. rolling papers, bongs, commercial inhalants (Wite Out, air cans etc.).

- **1st offense** – Must provide students with an opportunity to exchange 5 days of the 10 days out of school suspension for the district approved alternative to suspension program.
- **2nd offense** – Requires a 10 day out of school suspension and/or recommendation for expulsion.

EATING/DRINKING IN INAPPROPRIATE AREAS

All food and beverages must be consumed in designated areas only and all trash must be properly disposed of. No food or beverages should be consumed in the hallways or in classrooms unless it is an approved class activity. At no time should open cans of beverages be carried through the halls. Everyone's cooperation is needed to maintain a clean, trash-free campus. Food or drinks may not be consumed in the hallways. ***No gum chewing in class or on campus at any time. Students cannot bring or have food delivered from fast food restaurants. They can eat from our school cafeteria or bring their own food from home.***

FALSE FIRE ALARM

Any student who pulls the fire alarm without legitimate cause will be subject to immediate disciplinary and legal action.

FIGHTING

SouthTech Preparatory Academy has a zero tolerance policy for fighting. SouthTech Preparatory Academy is a member of Peaceful Schools International and promotes effective forms of communication that result in positive outcomes when disagreements occur. Students will learn how to engage in restorative practices such as conflict resolution to resolve issues.

Every individual has the right to be free from fear of attack, bullying, assault or intimidation. Actions on the part of any person which infringe this basic individual right will not be tolerated. Wherever possible, the administration will try to determine who started the fight and whether the fight was a "fight or a scuffle." The person starting the fight may receive the greater punishment. All students who actively participate in a fight regardless of who "threw the first punch" are subject to disciplinary action. Any student who has reason to believe a fight may occur should seek immediate help from an administrator, counselor or teacher as a preventative step. Students who promote or instigate violent activity will also be held responsible and accountable. Everyone must learn ways other than violence to handle individual differences. ***This applies on school grounds, school buses, bus stops, on the way to or***

from the bus or anywhere where students are wearing South Tech Prep Academy uniform.

INSUBORDINATION

Insubordination is defined as defying the authority of a school official or acting in a manner, which connotes such defiance. When a school official makes a reasonable request of any student, compliance is imperative. Students are expected to identify themselves immediately upon request. Failure to do so shall constitute insubordination.

LEAVING SCHOOL GROUNDS

Students must remain on campus unless a student is officially excused to leave school, by the principal/designee, and parent/guardian. There are no exceptions.

REPORTING TO ADMINISTRATOR

If students are sent for by an administrator or are sent to an administrator's office by any staff member at any time, they should have the appropriate hall pass and report immediately to the appropriate office. Students should remain in the office until seen by an administrator or given permission to leave. Students should never have "no place" to be. If in doubt, students should report to the main office.

REPORTING TO THE CLINIC/GUIDANCE OFFICE/STUDENT SERVICES

Students must have an appropriate hall pass to report to the clinic, guidance office and student services office. Students must check in with a staff member and obtain a note for re-admittance to class when leaving.

SEARCH AND SEIZURE

Any school administrator or authorized officer may conduct a reasonable search of a student on the school premises if there is reasonable suspicion to believe that the student possesses an illegal substance, object, or anything that is prohibited as defined by School Policy. Any school administrator or authorized officer may conduct a search of every part of the physical plant of the school to include student lockers and backpacks. Any confiscated property belonging to a student will be returned to the student or his/her parents by the end of the school year, except as required by law or by consideration of safety for students and staff. Student's/parents are to arrange for pick-up of the items at the designated time.

THEFT

The taking of anything or the attempt to take anything without the owner's consent is

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prohibited. Materials improperly removed from the media center or classroom fall into this category.

THREATS

No word, action, gesture or deed that threatens violence towards a student or member of the school staff (even if “joking”) will be tolerated. Students are expected to report such threats immediately to the Dean, an administrator, counselor, or teacher.

TOBACCO/E-CIGARETTE VIOLATIONS

The possession, purchasing, consumption, use or distribution of tobacco, including e-cigarettes, etc., is illegal and is prohibited anywhere on school property. Any involvement in tobacco-related activity is prohibited. This includes all school activities and functions on and off school grounds.

- **1st offense** – Must provide students with an opportunity to exchange 3 days of the 5 days out of school suspension for the district approved alternative to suspension program.
- **2nd offense** – Must provide students with an opportunity to exchange 3 days of the 5 days out of school suspension for the district approved alternative to suspension program.

Repeated offenses – 10 days out of school suspension for each offense.

Tobacco products include but are not limited to: cigarettes, e-cigarettes, vapes, chewing tobacco, cigars, Juuls, and snuff.

UNAUTHORIZED AREAS

Areas designated for staff (e.g. staff lounge) or other unsupervised classrooms, spaces, offices or storage areas are “off limits” to students, unless given written permission by a staff member.

UNAUTHORIZED POSSESSION OF SCHOOL PROPERTY

Students may not be in possession of any school property (e.g. hall passes, grade books, keys) without the permission of a staff member.

VERBAL ABUSE

Verbal abuse is defined as intimidating, insulting or in another manner abusing a member of the school community, including, though not limited to, students and staff members.

VIOLENCE

No word, action, gesture or deed that threatens violence (even if “joking”) will be tolerated. Students are expected to report such threats immediately to the Dean, an administrator, counselor or

teacher.

WEAPONS

Students, who bring, possess, use or are in any way responsible for the presence of a weapon or any item intended to be used as an offensive or defensive weapon on school grounds, at school-related activities or on a school bus are subject to strong disciplinary action.

SOUTHTECH PREPARATORY ACADEMY PARENT/GUARDIAN/STUDENT ACKNOWLEDGEMENT 2022-2023

Student's Rules and Regulation of Operations

Your signature means you have received this booklet and know what the rules are.

Students, parents/guardians, teachers, counselors, administrators, custodians, and office staff all have important roles to play at SouthTech Preparatory Academy. With so many people working together, problems may occur from time to time. Rules have been made to address these problems and rules need to be followed with fidelity.

The **Student/Parent/Guardian Handbook** lists the rules for students at **SouthTech Preparatory Academy**. The rules apply to all activities occurring on school grounds, on other sites being used for school activities, and for any vehicle authorized for the transporting of students. **Please read them.**

Since **parents/guardians** can be held **responsible** for the **actions of their children**, it is important that they are aware of the **rules** and **consequences** if the **rules are broken**. Parents/guardians need to become actively involved in the education of their children and have the responsibility to provide the school with the current emergency contact person and/or telephone numbers. They also have the responsibility to notify the school of anything (such as medical information) that may affect their child's ability to learn, to attend school regularly, or to take part in school activities. Parents/guardians should take special notice of the student services section that includes the attendance, dress code, tardies, utilization of cell phones and other electronic devices and gang relationship policies.

SouthTech Preparatory Academy must have proof that every student and every parent/guardian has received, read and understands the SouthTech Preparatory Academy Student/Parent/Guardian Handbook. Student's and parents'/guardians' signatures indicate an understanding of an agreement to

Reviewed on February 2023

obey all SouthTech Preparatory Academy policies and procedures while utilizing school provided transportation, attending all school learning activities or school sponsored extracurricular activities. Your signature indicates that you have received this booklet and acknowledge the rules.

PRINT NAME	PARENT/GUARDIAN SIGNATURE	DATE
------------	---------------------------	------

PRINT NAME	STUDENT SIGNATURE	DATE
------------	-------------------	------

Parent emergency phone number: _____



STUDENT TECHNOLOGY ACCOUNTABILITY CONTRACT

SouthTech Schools Student Contract for ¹Mobile Devices to be used in Classrooms

I understand that my family is financially responsible for up to the full cost of the Mobile Devices if damage occurs to the ¹Mobile Devices due to accident, negligence, or intentional misuse.

I will follow all guidelines for computer care to prevent any damage to the ¹Mobile Devices.

I understand that the school owns the computer and has the right to search the computer at any time both directly and remotely if they believe that inappropriate use is taking place or has taken place.

Only I am permitted to use the ¹Mobile Devices assigned to me.

I will always carry the ¹Mobile Devices with the lid closed using two hands.

I will always use my ¹Mobile Devices in a safe place sitting down.

I will keep food and beverages away from my Mobile Devices to reduce the risk of damage.

I will not disassemble any part of my ¹Mobile Devices or attempt any repairs.

I will not bang, slam, or hit the ¹Mobil Devices.

I will use the ¹Mobile Devices for educational purposes that are appropriate and meet SouthTech Schools rules and expectations.

I will not place decorations (such as stickers, markers, etc.) on the ¹Mobile Devices.

I will practice digital responsibility on the internet.

I will not remove the ¹Mobile Devices from the classroom.

I will report damage of the ¹Mobile Devices to my teacher immediately or risk losing my ¹Mobile Devices privileges.

I will sign off the ¹Mobile Devices before dismissal and return it to its proper place in the cart.

I agree to the stipulations set forth in the above contract.

Student Name (please print): _____

Student Signature: _____ Date: _____

Parent/Guardian Name: (please print): _____

Parent/Guardian Signature: _____ Date: _____

Please fill in the best way to contact the student's parent/guardian:

Email: _____

Phone number: _____

¹Mobile Devices: Laptops, Chromebooks, iPads, Tablets

SouthTech Schools prohibits discrimination against students, employees, and applicants on the basis of religion, race, ethnicity, national origin, color, sex, marital status, age, parental status, pregnancy, or disability in all employment practices, programs, services or activities. For questions contact 361-369-7042.



2023-2024

STUDENT & PARENT/GUARDIAN HANDBOOK

Creating Success Stories, One Student at a Time

SouthTech School, a state-approved LEA, does not discriminate on the basis of race, color, national origin, sex or sexual orientation, marital status, age, religion, disability, genetic information, gender identity or expression, or any other characteristics prohibited by law. For questions contact 561-369-7042 or www.southtechschools.org

SOUTHTECH PREPARATORY CHARTER ACADEMY, INC.

MISSION STATEMENT

SouthTech Preparatory Academy's core mission is to graduate students prepared to matriculate into a career academy program of study which will prepare them for work, higher education, and productive citizenship.

GOVERNING BOARD OFFICERS	SCHOOL ADMINISTRATION	GOVERNING BOARD MEMBERS
Russell Feldman <i>Chairperson</i>	Carla Lovett <i>South Tech Schools Executive Director</i>	Roger Dunson, Sr. Diane Heinz
Suzanne Nicolini <i>Vice Chairperson</i>	Nicole L. Handy <i>School Principal</i>	Robert Kesten Christina Grenga
Dan Heller <i>Treasurer</i>	Elias O. Velazquez <i>Director of Student Services</i>	James Notter
Ayesha Edmond <i>Secretary</i>	Cassandra Wisdom <i>Director of Academics</i>	Tony Robinson



SouthTech Preparatory Academy

Shaping Lives... Inspiring Success

Nicole Handy, PRINCIPAL
Carla Lovett, EXECUTIVE DIRECTOR

Dear SouthTech Preparatory families,

On behalf of the staff at SouthTech Preparatory Academy, it is my honor to welcome you to the 2023-2024 school year! We are excited and look forward to a productive relationship. I am proud of the opportunity to work with all our SouthTech families in order to ensure success and high achievement in our students. A strong school-home partnership will guarantee great success in your child's education. We ask that you guide and support your child's learning by ensuring that he/she:

- Attends school daily and arrives on time, ready for the day's learning experience
- Informs you if he/she needs additional support in any area or subject
- Knows that you expect him/her to succeed in school and become career and college ready

Please consider joining our **Parent Teacher Organization (PTO)** meetings, our Board of Directors, or volunteering at the school. Check out our website for more details of dates and times of the meetings and various school events at <https://www.southtechschools.org/>. Your child(ren) can greatly benefit from your involvement and contributions to the school's program and operations. Together we make great things happen.

Please review this Handbook carefully with your child and sign and return the Acknowledgment form. Contact Mr. Velazquez, if you have any questions regarding the rules and expectations, his email is elias.velazquez-alvarez@pbcharterschools.org. It is very important that you and your child are fully informed regarding standards related to appropriate behavior for a safe and productive school year. We expect all of our students to follow the Bulldog Way---Be Respectful, Be Responsible and Be Ready to Learn!

The family of **SouthTech Preparatory Academy** would like to thank you for your interest, support and dedication to the development of your child. On a personal note, I want to let you know that it is an honor and a privilege to be the instructional leader of a school that is filled with high expectations, quality staff and most of all, creative students. I look forward to getting to know all of our new families. I thank you for your support and look forward to an exciting school year! Please do not hesitate to contact me with any questions, concerns or feedback. I can be reached at 561-318-8087 or Nicole.handy@pbcharterschools.org.

Educationally yours,

Nicole L. Handy

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SOUTHTECH PREPARATORY ACADEMY STUDENT SCHEDULE



SOUTHTECH PREPARATORY ACADEMY SY24 BELL SCHEDULE Teacher Duty Day: 8 am - 4 pm



(A) DAY SCHEDULE

BREAKFAST 8:10 – 8:45 (35 minutes)
1ST PERIOD (SEL) 8:45 – 9:55 (70 minutes)
3RD PERIOD 10:00 -11:30 (90 minutes)
5TH PERIOD 11:35 – 1:40 (125 minutes)

1 st Lunch	Teachers: Dieterich, Boggs, Miller, Cemoin, Davis, Martin	11:40-12:10
2 nd Lunch	Teachers: Rosemarie, Muñiz, Tyson, Charson, Brady	12:10-12:40
3 rd Lunch	Teachers: Joseph, Wicker, Hinson, Galvan, Houtsma, Gill	12:40-1:10
4 th Lunch	Teachers: Port, Cordero, Sartor, Senzatimore, Manuel, Barnes	1:10-1:40

7TH PERIOD 1:45 – 3:15 (90 minutes)

Teachers, please pick up your students two minutes before lunch

(B) DAY SCHEDULE

BREAKFAST 8:10 – 8:45 (35 minutes)
1ST PERIOD (SEL) 8:45 – 9:55 (70 minutes)
2nd PERIOD 10:00 -11:30 (90 minutes)
4TH PERIOD 11:35 – 1:40 (125 minutes)

1 st Lunch	Teachers: Dieterich, Boggs, Miller, Cemoin, Davis, Martin	11:40-12:10
2 nd Lunch	Teachers: Rosemarie, Muñiz, Tyson, Charson, Brady	12:10-12:40
3 rd Lunch	Teachers: Joseph, Wicker, Hinson, Galvan, Houtsma, Gill	12:40-1:10
4 th Lunch	Teachers: Port, Cordero, Sartor, Senzatimore, Manuel, Barnes	1:10-1:40

6TH PERIOD 1:45 – 3:15 (90 minutes)

Teachers, please pick up your students two minutes before lunch

GENERAL INFORMATION

SOUTHTECH PREPARATORY ACADEMY GOVERNING BOARD

The SouthTech Preparatory Academy Governing Board establishes policies and governing operations of SouthTech Preparatory Academy. The governing board provides opportunities for all involved to have input into SouthTech Preparatory Academy's success. It also promotes and increases teamwork between school, students, and parents. Please call 561-369-7002 for more information.

MESSAGE TO PARENTS/GUARDIANS AND STUDENTS

The office will deliver messages to students on an **emergency basis only** to avoid disruption of instruction. Transportation and other non-emergency situations should be handled prior to or after school. In the event of an emergency, **please call (561) 318-8087.**

STUDENT RESIDENCE ENROLLMENT REQUIREMENTS

- “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. Primary residence and/or address means the home in which the student and a parent (if applicable) lives most of the time.
- “Parent” is defined as either or both biological or adoptive parent(s) of the student, the student’s legal guardian, a person in a parental relationship to the student, or a person exercising supervisory authority over the student in place of the parent, pursuant to Fla. Stat. 1000.21(5).
- The school selection, enrollment and placement of students experiencing homelessness and unaccompanied youth are governed by the McKinney-Vento Homeless Education Assistance Improvements Act of 2001 shall be referred to when enrolling students experiencing homelessness, unaccompanied youth and students awaiting placement in foster care.
- **Parents are required to immediately notify the school in writing of a student’s change in address and updated emergency contact phone numbers.**

ADMISSION AND ENROLLMENT

SouthTech Prep Academy applications may be downloaded from the website at www.southtechschools.org, picked up at the school, or mailed out upon request in admissions (561) 318-8087. Please be advised that all students new to the county must present proof of a physical exam not more than one-year-old within 30 (thirty) days of registration. The following information needs to be submitted to SouthTech Prep Academy:

- **Physical examination:** Students failing to submit this document within 30 (thirty) days will not be permitted to attend SouthTech Prep Academy.
- **Immunization:** Students must produce documentation on the prescribed Florida Blue DR 680 form of appropriate immunizations. **No shots, No school, No kidding!**
- **Proof of Birth:** Birth certificate, baptism certificate, insurance that has been in force for two years or more, passport, or school record.

HEALTH REQUIREMENTS FOR SCHOOL ATTENDANCE COMMUNICABLE DISEASES

IMMUNIZATIONS

Students having or suspected of having a communicable disease or infestation schedule that can be transmitted to others may prior to be excluded from school, based on the decision of the Department of Health, and not allowed to return unless they have been successfully treated and/or present a note from a physician indicating that they are no longer contagious.

A Certificate of Immunization (DH 680) indicating compliance with the current required immunizations must be presented prior to the enrollment in school absent exemption. Students who are homeless may be eligible for a 30-day exemption.

IMMUNIZATIONS

SCHOOL HEALTH REQUIREMENTS FOR SCHOOL YEAR 2023-2024

FLORIDA ADMINISTRATIVE CODE

Prior to entry, attendance, or transfer to Florida schools (kindergarten through 12th grade), each child shall have on file a Florida Certification of Immunization, DH 680, documenting the following:

VACCINE TYPES:	GRADES:													
	PK	K	1	2	3	4	5	6	7	8	9	10	11	12
DTAP/DT SERIES	X	X	X	X	X	X	X	X	X	X	X	X	X	X
TDAP BOOSTER									X	X	X	X	X	
TDAP OR TD BOOSTER														X
POLIO SERIES	X	X	X	X	X	X	X	X	X	X	X	X	X	X
MMR (2 DOSES)	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HEPATITIS B SERIES	X	X	X	X	X	X	X	X	X	X	X	X	X	X
VARICELLA (2 DOSES)		X	X	X	X	X	X							
VARICELLA (1 DOSE)	X							X	X	X	X	X	X	X
* PHYSICAL EXAMINATION	X	X							X					

FLORIDA ADMINISTRATIVE CODE

A physical examination is required for all students new to the District and SouthTech Prep Academy.

CLINIC

The clinic is located in office 128. A student must request permission from their teacher or administrator who will issue them a pass to visit the clinic. Only parents/guardians/formal designees who are **pre-approved** and listed on the **Student Demographic Information Form** may sign out and pick-up an ill student via the Main Office. Should the student, nurse or school administration be unable to reach the parents/guardians or a formal designee, the student must remain in the clinic or return to class.

MEDICATION NEEDS

A student under the care of a physician and needing to take medication must obtain written permission from the parent and physician, or another authorized person on the emergency card. Parents or guardians must secure the **“Authorization of Medication”** form from the school and have it completed by the physician and parent. Completed forms must be returned to the school. The medication itself should be presented to the office in the original container issued from the pharmacy. The school nurse or designee will monitor the administration of the medicine. **The school cannot issue any over-the-counter drugs** to any student and can comply only with the above-listed procedure. Parents must notify school administration if a student has a special medical condition or need. If a parent requests that prescription medication be given to their child, a doctor’s written authorization and the original prescription containers should provide dosage and storage instructions. Prescriptions will be refilled as needed by the parent. **Students are not allowed to carry any medication on campus at any time.**

ACCIDENTS AND INJURIES

As conditions warrant, students injured on school premises will be evaluated by school personnel and depending on the severity of the injury they will be taken to the school clinic, or if needed, with the permission of the parent/guardian, transported to an area hospital. In any and all cases, the parent/guardian will be notified. The supervising teacher or staff member **WILL** submit an accident report STCAI 0335 to Mrs. Handy, the Middle School Principal **within 24 hours.**

CAMPUS ACCESS

Students are not permitted to leave campus without permission from administration. **Violation will result in recorded absences from class or classes and additional disciplinary action.** Students are not permitted in the parking lot during the school day without staff supervision. Any type of personal deliveries from off campus **WILL NOT** be permitted without prior administrative approval. This includes any food items. Students must have a hall pass and wear a visible student ID badge to be out of class for any reason. Only one student will be released per hall pass. Violation will result in recorded absences from class or classes and additional disciplinary action. All visitors (parents, contractors, agency personnel, etc.) must sign-in/out at the front desk and be cleared through the main office’s background security system and issued a visitor badge to be worn at all times while on campus. All employees must wear an ID badge in a visible location at all times while on campus.

COVERAGE OF SCHOOL ACTIVITIES

At various times during the course of the school year, several activities require the use of the student's photograph, video image, art work, writing, annual yearbooks, graduation programs, web sites and approved news gatherings, etc. Please note the language found within the annual Student Registration Form:

Parental Consent for Release of Student Photograph and Information

I hereby give permission for the School or District to use my child's photograph, video image, writing, voice recording, name, grade level, school name, participation in officially recognized activities and sport, weight and height of members of athletic teams, dates of attendance, diplomas and awards received, date and place of birth, and most recent previous school attended, in annual yearbooks, graduation programs, playbills, school productions, web sites, etc. and/or similar School or District sponsored publications or in School or District approved news media interviews, releases, articles, and photographs. I also provide permission for the release by the School or District to the media and governmental entities of my child's name, grade, school name and honors my child has received for public announcement of recognition of my student's accomplishments. I understand that without checking the permission box my child's name and photograph cannot and will not be included in any publications or presentation, including a school yearbook.

If you do not want your child to be included in the school photographs please contact us at 561-318-8087 or email Mr. Argueta at andy.argueta@pbcharterschools.org

PARENT CONFERENCES

Parents are encouraged and invited to confer with teachers, counselors or administration any time during the school year. It is advisable to make an appointment to do so. This can be done by calling our guidance department at (561) 318-8087 or email them at patricia.colas@pbcharterschools.org or tamika.barrowes@pbcharterschools.org. Parents are encouraged and invited to confer with teachers, counselors, or administration any time during the school year.

PARENT/STUDENT GRIEVANCE PROCEDURE

1. The Governing Board of SouthTech Prep Academy recognizes that misunderstandings between students, parents/guardians, and school staff may occur; it is the intent of this to provide a means for resolving these issues:
 - A key ingredient in a student's educational success is parental involvement in the student's education. This includes regular parent/student discussion and parental involvement in school activities such as Open House, Parent Night Trainings and Governing Board meetings.
 - Parents/guardians are encouraged to arrange (by appointment) periodic conferences with their students' teachers to discuss student progress and needs, and resolve minor misunderstandings.
2. Parents or students wishing to file a formal grievance shall do the following:
 - Submit a written request to the School Principal outlining the nature of the grievance and desired resolution.
 - The Principal shall schedule a meeting with the appropriate Assistant Principal and staff member(s) involved with the issue at a convenient date and time. This shall occur within (5) five days of receiving the grievance.

- After staff has discussed the issue, a meeting will be scheduled with the parents/guardians and/or student to resolve the situation.
- If the issue is not resolved, the parents/guardians or student may appeal to the Executive Director for resolution. The Executive Director shall schedule a hearing with all involved parties and deliver a response within ten days of the request.
- The parent/guardian or student, after exhausting all school center remedies, may appeal the grievance to the Governing Board. The parent/guardian or student shall make a request in writing to the Governing Board Secretary requesting a Governing Board hearing. The meeting Governing Board chairperson may call the Governing Board to an Executive Session meeting if it is determined to be appropriate in light of statutory mandates. The Governing Board shall render a final decision on the matter by majority vote within thirty days.
- The parents/guardians may have another adult of their choice attend any of the above sessions, with prior written notification, which includes the person's identity and role, to assist them in articulating their grievance and resolution.

The Board, Executive Director, Principal and STP staff shall respect the rights of students and parents/guardians to disagree on an issue, and seek redress without fear of reprisal

EMERGENCY CODES

- **CODE RED:** Lockdown – No Movement
- **CODE YELLOW:** Lockout – Limited Movement of CRISIS RESPONSE TEAM (CRT) only
- **CODE BLUE:** Evacuation (anything other than bomb threat)
- **CODE WHITE:** Bomb Threat
- An announcement will be made if you need to evacuate. Key Issue: Electrical signals may trigger explosive devices.
- Turn off all walkie-talkies, cell phones, and radios immediately.
- Leave all lights, fans, etc. as they are, on or off.
- **CODE GREEN:** All clear

EMERGENCY INFORMATION

The capability to contact parents during emergency situations is **essential**. Students cannot receive emergency non-life-threatening medical care without parental/guardian approval. Parents must ensure that emergency contact information listing the address and phone numbers where they can be reached during the day are on file and current. Please contact the office if any emergency information changes.

EMERGENCY SCHOOL CLOSING

The school principal will close school due to dangerous weather conditions or emergencies. SouthTech school closings will coincide with the Palm Beach County School District's closings unless the closing is due to a problem unique only to one or more of the SouthTech schools. Closings will be announced on local radio stations, television stations, and through automated parent calls. If District schools are announced as being closed, SouthTech schools will be closed as well.

EMERGENCY DRILLS

Evacuation routes are posted inside each classroom. The signal to evacuate will be either an alarm or an announcement over the P.A. system. Students are to quickly evacuate to their designated areas, remain calm and follow directions as they are given. Teachers will check rolls at their assigned areas. Students and teachers are to return to their classroom after an all-clear signal is given.

Setting off, damaging, defacing, or in any way disturbing fire alarms or fire-fighting equipment WILL result in a mandatory ten (10) day out of school suspension and possibly legal action.

LOST OR STOLEN ITEMS

The school **WILL NOT** assume responsibility for lost, broken or stolen articles. **Students are urged not to bring valuable items or large sums of money to school.** Personal items or books found will be stored in the main office – lost and found. School personnel will not disrupt classroom instruction to search for lost personal or unauthorized items which include cell phones, jackets, smart watches, earpods or other electronic personal items.

TEXTBOOKS

If your classroom teacher issues textbooks, the student is responsible for those books until they are returned. On the inside cover of each book, there is a number. It is important that you write your name in the designated area clearly in ink so that the book can be returned in the event it is lost. Each book is given a rating according to the condition it is in when assigned to the student. If the book is returned damaged in any way, the student will pay a fine. At the time of issuance, please bring any damage to the teacher's attention. Any and all questions regarding textbooks should be directed to the teacher. Classroom sets will be distributed by number as well. Students are responsible for the condition of all assigned textbooks.

VISITORS AND STUDENT PICKUP

Parents/Guardians are always welcomed and encouraged to visit the school. Visitors who are not parents/guardians are not allowed to visit students during the school hours unless it has been pre-approved by administration. **For the safety of your child(ren), no student will be released to any person not on the Registration Form PBSO 0636. Those persons authorized to pick up a student must show proper photo identification. There will be no exceptions.** Parent/guardians may alter the student contact/pick-up list only by completing in person/in writing, the additional student pick-up information section of the Student Demographic Information Form. An original signature is required.

No early release after 3:00pm.

STUDENT SERVICES

ATTENDANCE

Pursuant to Florida statutes 1003.01 and SouthTech Prep Academy all students shall be required to attend school. Florida Statute 1003.24 and SouthTech Prep Academy Attendance states that it is the responsibility of parent(s)/guardian(s) to insure their children attend school on a regular basis. "Regular basis," according to statute and, means attending school every day including every period. SouthTech Prep Academy operates on an A/B daily block that has 4 grading terms. Any student missing more than 5 days per term will put themselves in peril of not receiving full credit and MAY jeopardize their continued enrollment at SouthTech Prep Academy. Pursuant to Florida State Statute 1003.26 and SouthTech Prep Academy, the Executive Director and Board of SouthTech Prep Academy has the authority to take steps to bring criminal prosecution against the parent(s)/guardian(s) of a student who has violated the State of Florida Department of Education, Palm Beach County District School System and SouthTech Prep Academy attendance policies which are the same.

Attendance Plan

Number of Days Absent	Notification
3	Parent will receive a call from the teacher indicating that the student has missed three days of school.
5	Parent will receive a phone call from the school administrator or counselor explaining that the student has missed five days of school and reminding the parent of the importance of regular school attendance. The parent will be encouraged to meet with the son or daughter's counselor to discuss attendance issues.
7	A letter will be sent home from the school requiring that the parent meet with the principal or counselor to discuss supports that can be provided to facilitate improved attendance.
10	Student will be placed on an attendance contract .
11+	Conditions listed on attendance contract In addition, the school principal and counselor may conduct a home visit to the meet with the student's parents, assess barriers to school attendance, and develop a plan to improve the student's attendance.

Policy: A student can miss no more than 5 days per half credit hour course or 10 days per full credit hour course, excused or unexcused.

Tardy

Within the first 5 minutes of class

Students are expected to be on time to all of their classes as tardiness disrupts the learning process for the student and the teaching process for the instructor. Students are considered tardy to class if they are NOT **in their seats** ready to learn. Students who arrive within the first 5 minutes of class should be marked tardy on the teacher's gradebook.

Later than 5 minutes of class (3rd offense)

Students who arrive later than 5 minutes into the class period must report directly to Student Services or to the front desk for an Admit Slip to class. Once students have received an Admit Slip they must report directly to their class. Students with the Admit Slip must be allowed to participate in all instructional activities for the remainder of the class period. Students will still be considered tardy on the teacher's attendance. Only students who do not attend any portion of the class period should be marked absent. Below are the consequences for student tardiness.

Failure to comply with tardiness will result in the following action:

1st offense - A verbal warning from teacher/staff/admin.

2nd offense - Verbal warning and teacher will contact parent/guardian to notify of 2nd offense of tardiness.

3rd offense - Students will need to report to student services and the Student Services department will contact parent/guardian and administer any disciplinary action.

EXCUSED AND UNEXCUSED ABSENCES

The parent(s)/guardian(s) and student understand that Florida State Law requires that all students attend school each day without exception unless there is a legal excuse for being absent.

After 10 days absent, excused or unexcused, a student may be placed on an attendance contract. Pursuant to SouthTech Preparatory Academy, it is the responsibility of the parent(s)/guardian(s) to justify an absence within 24 hours of the student's return to school. The justification will be evaluated based on the adopted School Board definition of "excused" absences which are:

1. Student illness
2. Medical appointment
3. Death in the family
4. Religious holidays or services recognized by all members of the faith
5. Subpoena by law enforcement agency or mandatory court appearance
6. Other individual student absences beyond the control of the parent or student, as determined and approved by the Principal or Principal's designee.

It is South Tech Prep Academy and the Palm Beach County School District's that the school responds in a timely manner to excused or unexcused absences.

SEXUAL HARASSMENT

SouthTech Schools, prohibits sexual harassment activity by any student. This shall apply to all official activities of the school and the district. It is recognized that discrimination or harassment complaints by students may arise from actual or perceived situations and circumstances. Students and parents are obligated to carefully examine this prior to filing a sexual harassment complaint. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the conduct occurred will be investigated.

BULLYING AND HARASSMENT

SouthTech Prep Bullying Hotline: 561-345-2496

The STPA family has joined hands in a national campaign to stop “bullying” and cyber-bullying in our schools. The faculty and administration at SouthTech Preparatory wish to provide each and every member of our family information to recognize and prevent all forms of bullying from occurring. It is the responsibility of all to prevent this negative behavior and help assure a safe and sound learning environment. Bullying can take the form of physical harm to someone’s body or property, emotional harm to someone’s self-esteem, or feeling of safety and social harm to someone’s group acceptance. Bullying occurs when there is unwanted, aggressive behavior among school aged children that involves a real or perceived power imbalance, **and is repeated and consecutive**.

No act that demeans or puts down another individual will be considered “fooling around.” Students who are bullied are encouraged to share such experiences with a teacher, counselor, deans or administrator.

GANG CONTROL

SouthTech Prep Academy has a **ZERO** tolerance for any type of gang related behavior/activity on campus. Any student caught participating in any type of gang related behavior/activity (including, but not limited to putting gang graffiti on walls, desks, tables, books, etc.) anywhere on campus will receive the maximum punishment outlined in the Palm Beach County School District’s discipline matrix.

GANG CONTROL DEFINITIONS

Youth and street gang: Any organization, association or group of 3 (three) or more persons, either formal or informal, which meets both of the following criteria:

- A unique common name or common identifying signs, colors, symbols or clothing styles.
- Has a member or associate who individually or collectively has engaged in any criminal activity.
- Youth and street gang member: Any person who meets any 2 (two) of the following criteria:
 - Admits to gang membership.
 - Is a youth up to age 21 who is identified as a gang member by a parent/guardian.
 - Is identified as a gang member by a documented reliable informant.
 - Resides in or frequents a particular gang’s area and adopts their style of dress, uses their hand signs, symbols or tattoos and associates with other known gang members.
 - Is identified as a gang member by an informant of previously untested reliability and corroborated by

independent information.

- Has been arrested more than once in the company of identified gang members for offenses which are consistent with usual gang activity.
- Is identified as a gang member by physical evidence such as photographs or other documentation.

HALLWAY CONDUCT/TRANSITIONS

Students should create an orderly flow of traffic in the hallways by practicing hands down, eyes forward, low speed, low volume, and walk one way per the direction of the sign. All students should be able to walk the halls without having embarrassing or derogatory remarks made to or directed at them. Students should not bump into, push, or jostle other students. There should be no running in the halls or loitering. There is to be no eating or drinking in the halls except in designated areas. Appropriate passes are required during class time. *No public displays of affection will be tolerated.*

INTERNET SAFETY

CIPA EDITION

Note: The following Internet Safety was developed to address the basic compliance requirements of CIPA and NCIPA for E-rate funding. Schools and libraries adopting new or revised Internet policies may wish to expand or modify the sample language (as suggested in the accompanying Primer) to meet broader objectives and local needs. Neither the FCC nor the SLD has established specific standards for a CIPA-compliant Internet Safety and neither has reviewed, much less endorsed, this sample.

INTRODUCTION

It is the of SouthTech Preparatory Academy to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act (Pub. L. No. 106-554 and 47 USC 254(h)).

ACCESS TO INAPPROPRIATE MATERIAL:

- To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter the Internet, or other forms of electronic communications, access to inappropriate information.
- Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.
- Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.

INAPPROPRIATE NETWORK USAGE

- To the extent practical, steps shall be taken to promote the safety and security of users of the SouthTech Preparatory Academy online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.
- Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

ONLINE EDUCATION, SUPERVISION AND MONITORING

It shall be the responsibility of all members of the SouthTech Preparatory Academy staff to educate, supervise, and monitor appropriate usage of the online computer network and access to the Internet in accordance with this, the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act, and the

Protecting Children in the 21st Century Act.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of Technology Specialist or designated representatives.

The Technology Specialist or designated representatives will have provided age-appropriate training for students who use the SouthTech Preparatory Academy's Internet facilities. The training provided will be designed to promote the SouthTech Preparatory Academy's commitment to:

- A. The standards and acceptable use of Internet services as set forth in the SouthTech Preparatory Academy's Internet Safety.
- B. Student safety with regard to:
 - . safety on the Internet;
 - . appropriate behavior while online, on social networking Web sites, and in chat rooms; and
 - . cyber bullying awareness and response.
- C. Compliance with the E-rate requirements of the Children's Internet Protection Act (CIPA).

Following receipt of this training, the student will acknowledge that he/she received the training, understood it, and will follow the provisions of the District's acceptable use policies.

INTERNET SAFETY ADOPTION

This Internet Safety was adopted by the Board of SouthTech Preparatory Academy at a public meeting, following normal public notice on June 23, 2016.

CIPA definitions of terms: **MINOR.** The term "minor" means any individual who has not attained the age of 17 years.

TECHNOLOGY PROTECTION MEASURE

The term "technology protection measure" means a specific technology that blocks or filters Internet access to visual depictions that are:

- 1. **OBSCENE**, as that term is defined in section 1460 of title 18, United States Code;
- 2. **CHILD PORNOGRAPHY**, as that term is defined in section 2256 of title 18, United States Code; or
- 3. **HARMFUL TO MINORS.** The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - i) Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
 - ii) Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact*, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - iii) Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

**SEXUAL ACT; SEXUAL CONTACT. The terms "sexual act" and "sexual contact" have the meanings given such terms in section 2246 of title 18, United States Code.*

TRANSPORTATION

Bus transportation for students living more than two miles from school is governed by the State and provided by South Tech Schools. For information regarding bus pick-ups and drop-offs or any other transportation questions, please call the school to speak to the transportation liaison 561-318-8087. **Riding the bus is a Privilege.** Students may be suspended from riding the bus if their conduct presents a safety concern. All students riding the bus are subject to the authority and discipline of the bus driver at all times while on the bus. School bus misconduct or vandalism is reported to school administrators on student discipline referral form by the driver. Any student receiving a referral form will be subject to disciplinary action according to the Palm Beach County School District discipline matrix. SouthTech Prep Academy may suspend any student from riding the bus for a period not to exceed ten (10) days. **Repeat offenders may be expelled from bus privileges.** Students and parents/guardians will be notified of such a decision within 24 hours of said suspension. If a student is suspended from the bus, the bus driver will not allow the student to enter the bus.

TRANSPORTATION RULES

Occasionally, a bus is delayed in picking up students. Students should wait a reasonable time and then contact the school or our Transportation Coordinator to see if the bus is on route. Students are required to ride their assigned bus. The school bus driver is in charge of the bus and the passengers. The driver is responsible for the safety of students and for their conduct on the bus. Riders are subject to the authority of the bus driver and may be suspended from riding the bus for violation of bus rules. Riding the bus is a privilege that can be denied if a pupil's behavior creates a problem on the school bus or at the bus stop. **Safety is the number one consideration.** In addition to the disciplinary rules stated in this handbook, the following rules must be observed:

- Students are expected to respect their neighbors and the property of their neighbors while waiting for the bus or while in route to or from the bus stop. Students are expected to behave in a way that promotes safety and good manners. Students must stand off the roadway while waiting for the bus.
- Students preparing to board the bus should cross the roadway immediately in front of the bus, BUT NOT UNTIL THE BUS DRIVER HAS GIVEN THE SIGNAL TO CROSS AND IT IS SAFE TO DO SO.
- Students riding buses must arrive at the bus stop 5 minutes prior to scheduled stop time; the bus cannot wait for those who are tardy.
- Students must be waiting outside at the stop as driver pulls up.
- Students must remain in their seats at all times when the bus is in motion.
- All riders must keep their arms and heads inside the bus at all times. Nothing may be thrown from the bus.
- Riders should not engage in unnecessary conversation with the driver because this creates a dangerous situation. Students are to observe classroom conduct, except for ordinary conversation.
- Students must treat the bus property respectfully and carefully. Vandalism will not be tolerated.
- Eating, drinking, smoking or vaping on the bus is absolutely forbidden. Smoking or vaping and possession of tobacco products/e-cigarettes and vaping products is prohibited at the bus stop or while waiting for the bus.
- The driver has the right to assign students to certain seats if necessary in order to promote order and safety on the bus.
- Students must get on and off the bus at their assigned school bus stop. No one is entitled to ride any bus other than the one to which assigned. Unless school issues pass has been given.
Parents/adults other than official personnel are not to board or approach the bus for any reason without prior approval from administration.

If a student's bus privileges are suspended, the student's parents are responsible to ensure that the student is attending school.

SPORTS

SouthTech Prep Academy does not offer any interscholastic sports activities. SouthTech's charter agreement with Palm Beach County District specifies that any SouthTech student in good standing may participate in interscholastic sports or other FHSAA activities at their boundary school. In addition, pursuant to SouthTech Academy, SouthTech Prep Academy may offer after school intramural sports activities as well as various clubs and other activities in which students may participate.

STUDENT SERVICES DEPARTMENT

The student services department at SouthTech Prep Academy will assist students and parents/guardians in understanding the rules and regulations in SouthTech Prep Academy's conduct and behavior policies 5.181 through 5.1891. The student services department will also implement and enforce discipline consequences.

Student Code of Conduct

The educational process of SouthTech Prep Academy is to provide a safe environment that fosters student behavior that is socially acceptable and conducive to the learning and teaching process. It is the intent of this to establish guidelines and consequences for the conduct and discipline of students attending SouthTech Prep Academy in accordance with The School District of Palm Beach County's Discipline Matrix.

SouthTech Preparatory Academy exercises these responsibilities during the times:

- **a student is in route to and from school using SouthTech Schools**
- **a student is attending school.**
- **a student is physically on the property that is owned or operated under the jurisdiction of SouthTech Schools or the School District.**
- **a student is attending any function sponsored by SouthTech Schools or the School District.**

All students at SouthTech Prep Academy are expected to reflect its high standards by conducting themselves in a manner that is conducive to the orderly operation of the school. Students should be in class, on time, and change from class to class in an orderly fashion, avoiding any behavior that may cause disruptions. Students must show respect and consideration for their peers and all members of the SouthTech Prep's staff, including bus drivers.

TECHNOLOGY ACCEPTABLE USE

DIGITAL CITIZENSHIP

Whether in or outside of the classroom, any unauthorized or inappropriate use of an electronic device will result in confiscation; refusal to surrender the device will result in disciplinary action, after the first time. In the case of repeat offenses, a parent or guardian will be required to retrieve the device.

Unauthorized use of cell phone or other technology includes, but is not limited to:

- Complaint of photography without consent
- Complaint of recording without consent
- Texting
- Social networking
- Listening to Music
- Cyberbullying
- Negative posting on social media

If cell phones/smart watches/earbuds/or other technology are heard in any way (vibrating) or seen they will be confiscated. This applies to headphones and other hearing devices.

Failure to comply with the Digital Citizenship will result in the following action:

- *1st offense - Return of the confiscated item will require the parent/guardian to come to the main office and pick up the item. The cell phone will be held in Student Services during the school day and returned at the end of the school day.*
- *2nd offense - The cell phone will be held in Student Services for one week and will be returned to the parent or guardian after the week is over.*
- *3rd offense - Confiscated items will not be given back to the student or parents until the end of the semester.*

Refusal to turn over a device to a SouthTech Prep Academy faculty or staff member when requested will result in a referral for insubordination.

Continuous offenses: Items will be confiscated and the student will receive a referral for insubordination. Disciplinary action will be taken as outlined in the Palm Beach County School District discipline matrix. Items will be confiscated and returned to students at the end of the school year.

The school will not be responsible for confiscated items lost, stolen or damaged.

OUTSIDE OF SCHOOL TECHNOLOGY VIOLATION

Any cyberbullying, or technology harassment, that takes place off campus and is reported to Student Services or any other staff member shall be addressed by the parent/guardian. Student Services will advise the parent, but is not responsible for taking action UNLESS the incident is disruptive to the learning environment.

SOUTHTECH SCHOOLS

CLASSROOM RULES FOR MOBILE DEVICES

Get Mobile Devices when the teacher instructs to do so.
Be sure to use only the Mobile Devices number assigned to you.
Always sit down while using the Mobile Devices.
If you are asked to move for any reason, carry the Mobile Devices with two hands and hold it by the base, not the cover.
No banging, slamming, or hitting the Mobile Devices.
Stay focused on the lesson objectives; do not visit pages that are not directly related to your assignment.
Do not touch someone else's Mobile Devices.
No gum, food, or drinks allowed in CLASS or near the Mobile Devices.
Stop 5 minutes before the end of the period and log off the Mobile Devices before closing the cover.
Place the Mobile Devices back on the cart in its proper numerical space when instructed to do so.
Inspect your Mobile Devices at the beginning of class and report Mobile Devices damage immediately. (Failure to report damage or improper function to the Mobile Devices may result in student being held liable).

Disciplinary Actions

Tier One	Tier Two	Tier Three
Loses ability to use Mobile Devices for the remainder of that class period, or for the next class period if violation occurs at the end of a class period for that specific teacher.	Loses ability to use Mobile Devices for at least one week, and placed on a behavioral technology contract. This offense applies across all teachers and classes.	Immediate suspension of the use of Mobile Devices for at least one semester. If violation occurs within the last month of a semester, consequence applies for the remainder of that semester and the entirety of the following semester. Student will only gain back privileges by conferencing with teacher where that incident has occurred, administration, and parent/guardian.

Mobile Devices: Laptops, Chromebooks, iPads, Tablets

SouthTech Schools prohibits discrimination against students, employees, and applicants on the basis of religion, race, ethnicity, national origin, color, sex, marital status, age, parental status, pregnancy, or disability in all employment practices, programs, services or activities. For questions contact 361-369-7042.

STCA // STPA // STSC (Rev 07/22/2019)

ORIGINAL - Human Resources

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DISCIPLINE ACTION PLAN

Failure to comply with **SouthTech Prep Academy Student Code of Conduct** will result in consequences that may include a combination of the following, which are not sequential steps:

- **CONFERENCE WITH STUDENT:** Private time with student to discuss behavior interventions/solutions. This can include direct instruction in expected or desirable behaviors.
- **PARENT/GUARDIAN CONTACT:** Teachers and/or administrators will contact parents/guardians with concerns and solutions to a student's conduct and behavior.
- **REQUEST FOR PARENT/GUARDIAN CONFERENCE:** Teachers/administration or parents/guardians may request a conference to discuss student's conduct and/or behavior. In some cases, as determined by administration, a student may not be able to return to that class until a conference has taken place. That student will be sent to In-School Suspension (ISS) until such time that a conference is held.

- **PARENT/GUARDIAN INTERVENTION:** As a result of the severity of an infraction an administrative request may be made to the parent/guardian that a student should not return to school without the parent/guardian accompanying him/her for an administrative conference or to shadow the student during class. It is important that the parent/guardian schedule the conference as soon as possible. The time that a student is out shall not exceed ten days and will be considered unexcused absences.
- **IN SCHOOL SUSPENSION (ISS):** ISS is the temporary removal of a student from regular classes for a determined class period(s) or day(s) that the student will be held in one classroom for the assigned time. There will be total silence while in ISS. Students will be given academic assignments that must be completed before the student will be released from ISS. Failure to complete an assignment or the disruption of ISS will result in additional time added to ISS or an out of school suspension (OSS).
- **LUNCH DETENTION:** Students spend an entire lunch period assigned to the Choice/ISS room where they will silently eat lunch and complete an assignment. Failure to report to lunch detention will result in further disciplinary action.
- **OUT OF SCHOOL SUSPENSION (OSS):** Extreme disciplinary consequences may require the temporary removal of a student from SouthTech Prep Academy. This removal is not to exceed ten (10) consecutive school days per incident. P5.80 (3) (K). All suspension days are considered unexcused absences. The administrative designee shall include any analysis of suspension in the report of school progress. D5.351 (2) (e) and FS232.26 (a) (b) (c) (d).
- **ATTENDANCE OR DISCIPLINARY CONTRACT:** Missing more than five (5) days during a semester or a continuous disregard for classroom and/or school rules and regulations will result in a student being placed on an attendance or disciplinary contract respectively.
- **WITHDRAWAL FROM SOUTHTECH PREP ACADEMY:** After all interventions have been exhausted, failure to adhere to the SouthTech Prep Academy Student Conduct and Behavior, the SouthTech Prep Academy Student Attendance or the SouthTech Prep Academy academic requirements, may result in a student being withdrawn from SouthTech Prep Academy immediately or at the end of the semester and referred back to the student's boundary school.
- **EXPULSION:** As a result of an infraction that severely violates SouthTech Prep Academy and the Palm Beach County School District policies, a recommendation may be made to the SouthTech Academy Board along with the Palm Beach County School Board not to allow a student to attend any public school in Palm Beach County.
- **Rules and regulations will also apply to school transportation (buses). A good faith effort shall be made by instructors and/or administrators to employ parental involvement whenever necessary to assist in a student's negative behaviors and/or academic performances.**

DISCIPLINE MATRIX OF THE SCHOOL DISTRICT OF PALM BEACH COUNTY

According to SouthTech Prep Academy's Student Code of Conduct, SouthTech Prep Academy will use and follow the codes set forth in the Palm Beach County School District's discipline matrix to determine reasons and consequences for discipline infractions. In addition, SouthTech Prep Academy subscribes to the Positive Behavior Interventions & Support program. *SouthTech Prep Academy has developed three universal guidelines for behavior and a matrix for school wide behavior expectations:*

BE RESPECTFUL

BE RESPONSIBLE

BE READY TO LEARN

DISCIPLINE PHILOSOPHY

SouthTech Prep Academy Student Conduct and Behavior forms the basis for SouthTech Prep Academy's philosophy of discipline which is to encourage and develop self-control and self-discipline along with encouraging self-direction and self-development. Accordingly, under supervision and in a safe and supportive environment, students are provided specific freedoms within the framework of school policies allowing them the opportunities to learn to make choices and assume responsibility for their actions.

WELLNESS PROMOTION

SouthTech Prep Academy follows the School District's wellness promotion 1.11 which is intended to fulfill the requirement under Public Law 108-265 state statute 204 (204) (42 U.S.C. statute 1751 Note) that promotes student health and reduction of childhood obesity, as well as to promote wellness for employees.

ACADEMIC PROCEDURES

CLASS OR SCHEDULE CHANGE

A student wishing to withdraw from a class or have a schedule change must request a schedule change and complete a form which is obtained from their **School Counselor** in order to have the request considered. Students must continue to attend all classes until they are officially withdrawn or until their schedule has been officially changed. Schedule changes **MUST** be justified and will be approved on a limited basis. Unless special circumstances exist, schedule changes after the second week of a class will not be approved.

Student Grades

For those parents/guardians that have access to the Internet, you may check the progress of your child at any time by using the schools grading system. Guidelines on how to access this information is available on the website (www.southtechschools.org).

REMIND

Administration uses the Remind software to inform students and parents of events, student attendance, and emergencies on campus in text message format. Parents enrollment is **MANDATORY**. To enroll please follow the directions provided below.



**Don't miss important updates from
STPA's Principal Mrs. Handy**

Text the message @82e2h to the phone number 81010.

OR

If you're having trouble with that you can text @82e2h to the phone number (614) 450-1491.

OR

You can download the app by using the link Rmd.at/82e2h on a web browser.



GRADING PERIOD AND REPORT CARD DISTRIBUTION

Report cards are generated every 9 weeks. The report card will reflect the academic status and attendance for each student. Progress reports will be issued to each student approximately 4-1/2 weeks into each 9-week marking period through the school grading software program. Any student in jeopardy of failing may receive daily or weekly progress reports issued to the parents.

GENERAL RULES FOR GRADING

Grading shall be based on the quality of work done. A student's attendance, daily preparation, and promptness in completing assignments must be consistent and congruent with the grades given. All students will receive a daily grade. Students who have not completed all assigned work shall initially receive an incomplete (I) for that grading period. Students are required to make-up all work missed for all absences, whether excused or unexcused. Students must complete all work within one day for each day absent from class, not counting the day of return. Students who fail to make-up work will be assigned a zero for all assigned work missed on a daily basis which could result in failure of the class and loss of credit. Repeated failure or refusal to make-up work will result in disciplinary action and placement upon a student academic contract.

GRADING SCALE

- A = Outstanding progress (90% - 100%)
- B = Above average progress (80% - 89%)
- C = Average progress (70% - 79%)
- D = Lowest acceptable progress (60% - 69%)
- F = Failure (below 59%)
- W = Withdrawn
- I = Incomplete

STUDENT CONDUCT GRADING

- 4 = Student's behavior very constructive to learning
- 3 = Student's behavior generally supportive of learning
- 2 = Student's behavior detrimental to his/her own learning
- 1 = Student's behavior detrimental to his/her own learning and to the learning of others

STUDENT RECORDS

Parents and/or students eighteen years of age or older shall have the right to inspect, review and obtain copies of any and all official records, files, and data directly related to the student. These records may be obtained through the guidance office. Copies of education records shall be provided upon request according to Florida Statutes D.5.05 (Public Law 93380).

WITHDRAWALS AND TRANSFERS FROM SCHOOL

The following **MUST** be completed in order for a student to withdraw or transfer from SouthTech Prep Academy:

- Parents/guardians must accompany the student to the Guidance Office and authorize the withdrawal.
- Turn in all books and clear all financial obligations.
- Complete the required withdrawal form.
- Return the completed withdrawal form to the Guidance Department

STUDENT EXPECTATIONS

DRESS CODE

- Upon entering and when on campus, students must wear the appropriate SouthTech Prep uniform. This uniform **MUST** be properly worn and visible at all times during the school day.
- Students may wear the STPA cardigan or jacket, any other outer garment **may not be worn**. No sweaters or jackets with hoodies are allowed in school.
- Uniform bottoms must be uniform styled (shorts, skirts, capris, pants). Students are not allowed to wear leggings, sweatpants or jeans.
- **Students are not permitted to wear pants that fall below the waist or droop too low (no exposed underwear or other indecencies will be permitted). Pants that expose skin of any kind may not be worn on campus.**
- Female students may wear uniform skirts or shorts that fall below the fingertips when the student is standing with arms to the side in a relaxed mode. No pencil skirts will be allowed. No exposed midriffs will be allowed.
- **Bandanas, caps, headbands, headscarves or other headwear deemed inappropriate by administration will not be allowed.**
- **Sunglasses may only be worn outside.**
- Uniform shoes must have backs and be closed-toed. **No Crocs** or cloth or bedroom type footwear will be permitted. No sandals or flip flops.
- Wallet chains, dog collars, stud belts/bracelets or any other types of non-jewelry chains are prohibited.
- SouthTech Preparatory reserves the right to deny any student the privilege of wearing certain colors and clothing which may be disruptive to the educational process.
- **Students can carry a small personal bag, with or without a handle or strap and no larger than the size of a hand.**

DRESS CODE VIOLATIONS

Failure to comply with these code policies will result in the following consequences:

Violation of dress code students will result in parent contact to notify about the uniform violation and ask to drop off proper clothing.

- Students that are not compliant with dress code will wait in the Student Services office until proper attire can be obtained.
- **Repeated violations will result in a referral for insubordination and require further disciplinary actions.**

ID BADGE

Students must wear their SouthTech Prep ID badge at all times while on campus. Badges are to be worn around the neck on a lanyard. Failure to wear your ID badge is a violation of school. Replacement Badges are available in Student Services for \$5.

Failure to comply with these code policies will result in the following consequences:

1st offense - A verbal warning from teacher/staff/admin.

2nd offense - Teacher/Staff will call the parent to notify them about the ID violation.

3rd offense - Lunch detention will be administered

SKATEBOARDS, ROLLER BLADES, SCOOTERS, SPORTS EQUIPMENT

Skateboards, roller blades, sports equipment and/or scooters are not permitted on school grounds without pre-approval from administration and they must be kept in the Student Services Department during the school day.

Extracurricular Activities

It is a privilege for students to participate in extracurricular activities, like *Gradventure*, *school dances*, *Rock-n-Roll Festival*, *Dress Down days*, *clubs* etc. However, students who do not follow the school rules and the Bulldog Way will lose these privileges.

SOUTHTECH PREPARATORY ACADEMY'S VOICE

Level 0	No Conversation (No talking, no sound)
Level 1	Whisper (Only the person next to you can hear you)
Level 2	Talking Voice – Quiet Conversation (Only the person next to you can hear you)
Level 3	Presentation Voice (Everyone in the room should be able to hear you)
Level 4	Outside Voice (You can be heard across the pavilion, cheering at a pep rally, etc.)

LEVELS

UNIVERSAL ATTENTION SIGNAL

The Bulldog Way



Raise your right hand in the air – with your palm facing out.

Voice Level 0

<u>Setting</u>	<u>Signal</u>
Classroom	“Paws up”
Lab/Shop Environment	“Paws up”
Large Group	5-4-3-2-1 “Paws up”

PROCEDURES FOR MISCONDUCT

ASSAULT OR BATTERY UPON SCHOOL EMPLOYEE

Whenever any student, parent, or other person commits an assault or battery upon any elected official or employee of a school, and the elected official or employee is on school property or is away from school property on official business, the offense will be prosecuted to the full extent of the law.

CHEATING/PLAGIARISM

Students are expected to maintain values of personal integrity and honesty. Cheating is not acceptable behavior. Any work submitted by students must represent their own effort. In the case of material borrowed from another source, the work submitted must include clear and appropriate attribution. Any student who is apprehended cheating or deliberately plagiarizing will be subject to disciplinary action, including, but not limited to, failing grade for work submitted.

COLLECTING/SOLICITING MONEY

Students or staff may not solicit funds unless the principal has first given permission. Students are to refrain from borrowing money from other students. **ABSOLUTELY NOTHING IS TO BE SOLD ON CAMPUS OR ON THE BUSES UNLESS SCHOOL SPONSORED.**

DISRUPTIVE ITEMS

Items that are disruptive to the learning environment are prohibited. Perfumes, lotions, makeup, hairspray, spray deodorants, etc. may not be used on campus. Exploding or noisemaker items such as poppers, snappers and other items are strictly prohibited. Water guns, laser guns, stink bombs, laser pens, fidget spinners, slime and other disruptive “toys” have no place in the school environment. These types of disruptive items will be confiscated.

DRUG/INTOXICANTS AND ALCOHOL VIOLATIONS

The possession, purchasing, consumption, use or distribution of drugs, including intoxicating beverages, is illegal and is prohibited anywhere on school property. Any involvement in drug-related activity is prohibited. This includes all school activities and functions on and off school grounds. Offenses could result in exclusion or expulsion from school. Anyone deemed being under the influence of drugs/intoxicants to any degree is subject to disciplinary action. “Under the influence” is defined as having consumed any amount of an alcoholic beverage or having taken any amount of an illegal drug. (Sips and “one hits” counts). The possession of drug paraphernalia is prohibited (e.g. rolling papers, bong, commercial inhalants (White Out, air cans etc.).

- **1st offense** – Must provide students with an opportunity to exchange 5 days of the 10 days out of school suspension for the district approved alternative to suspension program.
- **2nd offense** – Requires a 10 day out of school suspension and/or recommendation for expulsion.

EATING/DRINKING IN INAPPROPRIATE AREAS

All food and beverages must be consumed in designated areas only and all trash must be properly disposed of. No food or beverages should be consumed in the hallways or in classrooms unless it is an approved class activity. At no time should open cans of beverages be carried through the halls or in classrooms. Everyone’s cooperation is needed to maintain a clean, trash-free campus. Food or drinks may not be consumed in the hallways. ***No gum chewing in class or on campus at any time. Students cannot bring or have food delivered from outside restaurants. They can eat from our school cafeteria or bring their own food from home.***

FALSE FIRE ALARM

Any student who pulls the fire alarm without legitimate cause will be subject to immediate disciplinary and legal action.

FIGHTING

SouthTech Preparatory Academy has a zero-tolerance for fighting. SouthTech Preparatory Academy is a member of Peaceful Schools International and promotes effective forms of communication that result in positive outcomes when disagreements occur. Students will learn how to engage in restorative practices such as conflict resolution to resolve issues.

Every individual has the right to be free from fear of attack, bullying, assault or intimidation. Actions on the part of any person which infringe this basic individual right will not be tolerated. Wherever possible, the administration will try to determine who started the fight and whether the fight was a “fight or a scuffle.” The person starting the fight may receive the greater punishment. All students who actively participate in a fight regardless of who “threw the first punch” are subject to disciplinary action. Any student who has reason to believe a fight may occur should seek immediate help from an administrator, counselor or teacher as a preventative step. Students who promote or instigate violent activity will also be held responsible and accountable. Everyone must learn ways other than violence to handle individual differences. ***This applies on school grounds, school buses, bus stops, on the way to or from the bus or anywhere where students are wearing South Tech Prep Academy uniform.***

INSUBORDINATION

Insubordination is defined as defying the authority of a school official or acting in a manner, which connotes such defiance. When a school official makes a reasonable request of any student, compliance is imperative. Students are expected to identify themselves immediately upon request. Failure to do so shall constitute insubordination.

LEAVING SCHOOL GROUNDS

Students must remain on campus unless a student is officially excused to leave school, by the principal/designee, and parent/guardian. There are no exceptions.

REPORTING TO ADMINISTRATOR

If students are sent for by an administrator or are sent to an administrator’s office by any staff member at any time, they should have the appropriate hall pass and report immediately to the appropriate office. Students should remain in the office until seen by an administrator or given permission to leave. Students should never have “no place” to be. If in doubt, students should report to the main office.

REPORTING TO THE CLINIC/SCHOOL COUNSELOR OFFICE/STUDENT SERVICES

Students must have an appropriate hall pass to report to the clinic, school counselor and student services office. Students must check in with a staff member and obtain a note for re-admittance to class when leaving.

SEARCH AND SEIZURE

Any school administrator or authorized officer may conduct a reasonable search of a student on the school premises if there is reasonable suspicion to believe that the student possesses an illegal substance, object, or anything that is prohibited as defined by School. Any school administrator or authorized officer may conduct a search of every part of the physical plant of the school to include student lockers and backpacks. Any confiscated property belonging to a student will be returned to the student or his/her parents by the end of the school year, except as required by law or by consideration of safety for students and staff. Student’s/parents are to arrange for pick-up of the items at the designated time.

THEFT

The taking of anything or the attempt to take anything without the owner's consent is prohibited. Materials improperly removed from the media center or classroom fall into this category.

THREATS/VIOLENCE

No word, action, gesture or deed that threatens violence towards a student or member of the school staff (even if "joking") will be tolerated. Students are expected to report such threats immediately to the Dean, an administrator, counsel, or teacher. *All staff and students have access to the anonymous reporting tool Fortify FL.*

TOBACCO/E-CIGARETTE VIOLATIONS

The possession, purchasing, consumption, use or distribution of tobacco, including e-cigarettes, etc., is illegal and is prohibited anywhere on school property. Any involvement in tobacco-related activity is prohibited. This includes all school activities and functions on and off school grounds.

- **1st offense** – Must provide students with an opportunity to exchange 3 days of the 5 days out of school suspension for the district approved alternative to suspension program.
- **2nd offense** – Must provide students with an opportunity to exchange 3 days of the 5 days out of school suspension for the district approved alternative to suspension program.

Repeated offenses – 10 days out of school suspension for each offense.

Tobacco products include but are not limited to: cigarettes, e-cigarettes, vapes, chewing tobacco, cigars, Juuls, and snuff.

UNAUTHORIZED AREAS

Areas designated for staff (e.g. staff lounge) or other unsupervised classrooms, spaces, offices or storage areas are "off limits" to students, unless given written permission by a staff member. Students who are not in their designated classroom will be considered in unauthorized area without proper pass.

UNAUTHORIZED POSSESSION OF SCHOOL PROPERTY

Students may not be in possession of any school property (e.g. hall passes, grade books, keys, electronics, etc.) without the permission of a staff member.

VERBAL ABUSE

Verbal abuse is defined as intimidating, insulting or in another manner abusing a member of the school community, including, though not limited to, students and staff members.

WEAPONS

Students, who bring, possess, use or are in any way responsible for the presence of a weapon or any item intended to be used as an offensive or defensive weapon on school grounds, at school-related activities or on a school bus are subject to strong disciplinary action.

SOUTHTECH PREPARATORY ACADEMY PARENT/GUARDIAN/STUDENT ACKNOWLEDGEMENT
20232-2024

Student’s Rules and Regulation of Operations

Your signature means you have received this booklet and know what the rules are.

Students, parents/guardians, teachers, counselors, administrators, custodians, and office staff all have important roles to play at SouthTech Preparatory Academy. With so many people working together, problems may occur from time to time. Rules have been made to address these problems and rules need to be followed with fidelity.

The **Student/Parent/Guardian Handbook** lists the rules for students at **SouthTech Preparatory Academy**. The rules apply to all activities occurring on school grounds, on other sites being used for school activities, and for any vehicle authorized for the transporting of students. **Please read them.**

Since **parents/guardians** can be held **responsible** for the **actions of their children**, it is important that they are aware of the **rules** and **consequences** if the **rules are broken**. Parents/guardians need to become actively involved in the education of their children and have the responsibility to provide the school with the current emergency contact person and/or telephone numbers. They also have the responsibility to notify the school of anything (such as medical information) that may affect their child’s ability to learn, to attend school regularly, or to take part in school activities. Parents/guardians should take special notice of the student services section that includes the attendance, dress code, tardiest, utilization of cell phones and other electronic devices and gang relationship policies.

SouthTech Preparatory Academy must have proof that every student and every parent/guardian has received, read and understands the SouthTech Preparatory Academy Student/Parent/Guardian Handbook. Student’s and parents’/guardians’ signatures indicate an understanding of an agreement to obey all SouthTech Preparatory Academy policies and procedures while utilizing school provided transportation, attending all school learning activities or school sponsored extracurricular activities.
Your signature indicates that you have received this booklet and acknowledge the rules.

PRINT NAME	PARENT/GUARDIAN SIGNATURE	DATE
------------	---------------------------	------

PRINT NAME	STUDENT SIGNATURE	DATE
------------	-------------------	------

PARENT EMERGENCY PHONE NUMBER: _____

**Board Meeting
March 9, 2023**

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

**Agenda Item
PF-1**

Motion:

I recommend that the Board approve and ratify the monthly financial statements for the months ending January 31, 2023, as 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. Balance Sheet – All Fund Types

Attachments: Monthly Financial Statements

Presented By:

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, 2023 and For the Year Ending June 30, 2023
January 31, 2023

532

	<u>Accounts</u>	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Debt Service</u>	<u>Capital Outlay</u>	<u>Total Governmental Funds</u>
ASSETS						
Cash and cash equivalents	1110	\$ 2,237,897	\$ -	\$ -	\$ -	\$ 2,237,897
Investments	1160					-
Grant receivables	1130	23,528				23,528
Other current assets	12XX	77,953				77,953
Deposits	1210	87,400				87,400
Due from other funds	1140	-				-
Other long-term assets	1400					-
Total Assets		<u>\$ 2,426,778</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,426,778</u>
LIABILITIES AND FUND BALANCE						
Liabilities						
Accounts payable	2120	\$ 53,871	\$ -	\$ -	\$ -	\$ 53,871
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330	91,421				91,421
Deferred revenue	2410					-
Notes/bonds payable	2180, 2250, 2310, 2320					-
Lease payable	2315					-
Other liabilities	21XX, 22XX, 23XX	150,117				150,117
Total Liabilities		<u>295,409</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>295,409</u>
Fund Balance						
Nonspendable	2710	165,353				165,353
Restricted	2720					-
Committed	2730					-
Assigned	2740	144,590				144,590
Unassigned	2750	1,821,426				1,821,426
Total Fund Balance		<u>2,131,369</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,131,369</u>
TOTAL LIABILITIES AND FUND BALANCE		<u>\$ 2,426,778</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,426,778</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, 2023 and For the Year Ending June 30, 2023

FTE Projected		530								
FTE Actual		532	100% 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	
Revenues										
FEDERAL SOURCES										
	3100	\$ -	\$ -	\$ -	%	\$ -	\$ -	-	%	
	3200					28,173	460,125	914,155	50%	
STATE SOURCES										
	3310	315,195	2,089,852	3,425,234	61%					
	3397			-						
	3355	44,123	298,259	511,569	58%					
	3361	-	97,689							
	33XX	-	12,500	12,048	104%					
LOCAL SOURCES										
	3430	185	1,162	1,250	93%					
	3413		-							
	34XX	45,682	440,967	659,338	67%					
Total Revenues		405,185	2,940,429	4,609,439	64%	28,173	460,125	914,155	50%	
Expenditures										
Current Expenditures										
	5000	226,506	1,082,398	2,122,671	51%	13,943	398,427	586,625	68%	
	6000	35,654	175,707	245,461	72%	12,535	121,042	292,530	41%	
	7100	3,199	22,666	30,518	74%					
	7200	14,875	95,089	154,988	61%					
	7300	50,824	312,114	546,480	57%					
	7400	7,831	38,461			13,670	13,670	-		
	7500	11,568	59,605	115,996	51%					
	7600	-								
	7700	7,872	49,733	87,906	57%	911	3,341	-		
	7800	(44,525)	220,910	375,899	59%	-	-			
	7900	70,477	488,639	782,634	62%	-	12,822	35,000	37%	
	8100	1,565	5,927	20,500	29%					
	8200	8,999	48,569	82,488	59%					
	9100	8,482	93,900	110,000	85%					
	9200									
Total Expenditures		403,327	2,693,718	4,675,541	58%	41,059	549,302	914,155	60%	
Excess (Deficiency) of Revenues Over Expenditures		1,858	246,711	(66,102)	-373%	(12,886)	(89,177)	-		
Other Financing Sources (Uses)										
	3600	23,528	171,705	-		12,886	89,177			
	9700	(12,886)	(89,177)			-	-			
Total Other Financing Sources (Uses)		10,642	82,528	-		12,886	89,177	-		
Net Change in Fund Balances		12,500	329,239	(66,102)		-	-	-		
	Fund balances, beginning	2,118,869	1,810,061	1,810,061	100%					
	Adjustments to beginning fund balance	-	(7,931)							
Fund Balances, Beginning as Restated		2,118,869	1,802,130	1,810,061	100%	-	-	-		
Fund Balances, Ending		\$ 2,131,369	\$ 2,131,369	1,743,959	122%	\$ -	\$ -	-	%	

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
\$ -	\$ -	\$ -	%	\$ -	\$ -		%	-	-	-	%
								28,173	460,125	914,155	50%
								315,195	2,089,852	3,425,234	61%
				23,528	171,705	278,844	62%	23,528	171,705	278,844	62%
								44,123	298,259	511,569	58%
								-	97,689	-	
								-	12,500	12,048	104%
								185	1,162	1,250	93%
							%	-	-	-	
								45,682	440,967	659,338	67%
-	-	-		23,528	171,705	278,844	62%	456,886	3,572,259	5,802,438	62%
								240,449	1,480,825	2,709,296	55%
								48,189	296,749	537,991	55%
								3,199	22,666	30,518	74%
								14,875	95,089	154,988	61%
								50,824	312,114	546,480	57%
								21,501	52,131	-	
								11,568	59,605	115,996	51%
								-	-	-	
								8,783	53,074	87,906	60%
								(44,525)	220,910	375,899	59%
								70,477	501,461	817,634	61%
								1,565	5,927	20,500	29%
								8,999	48,569	82,488	59%
								8,482	93,900	110,000	85%
								-	-	-	
-	-	-		-	-	-		444,386	3,243,020	5,589,697	58%
-	-	-		23,528	171,705	278,844	62%	12,500	329,239	212,742	155%
				(23,528)	(171,705)	-		36,414	260,882	-	
				(23,528)	(171,705)	-		(36,414)	(260,882)	-	
-	-	-						-	-	-	
-	-	-		-	-			12,500	329,239	212,742	
								2,118,869	1,810,061	1,810,061	100%
								-	(7,931)	-	
-	-	-		-	-	-		2,118,869	1,802,130	1,810,061	100%
\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%	\$ 2,131,369	\$ 2,131,369	\$ 2,022,803	105%

**Board Meeting
February 9, 2023**

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

**Agenda Item
PF-2**

Motion:

I recommend that the Board approve the Food Services Agreement for SY2023-2024 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 SY2023-2024

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 <u>South Tech Preparatory</u>		School Number <u>3441</u>	Food Service Contact <u>Georgianna Dziaba</u>
Address (School Site) <u>1325 Gateway Blvd., Boynton Beach, FL, 33426</u>			
Temporary or Secondary Address 			
Temporary or Secondary Telephone 		School Principal <u>Nicole Handy</u>	Principal Telephone <u>561-318-8087</u>
Grade Level <u>6-8</u>	Expected Opening Enrollment <u>540</u>	Maximum Enrollment <u>550</u>	Type of School <u>middle school</u>

School Hours: From 8:45 To 3:15

Breakfast Meal Hours (mandatory for elementary): From 8:10 a.m. To 8:45 a.m.

Lunch Meal Hours: From 11:35am To 1:40pm

Opening day of school (date) _____

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 Preparatory (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



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		School Number	Food Service Contact
Address (School Site)			
Temporary or Secondary Address			
Temporary or Secondary Telephone		School Principal	Principal Telephone
Grade Level	Expected Opening Enrollment	Maximum Enrollment	Type of School

School Hours: From _____ To _____

Breakfast Meal Hours (mandatory for elementary): From _____ a.m. To _____ a.m.

Lunch Meal Hours: From _____ To _____

Opening day of school (date) _____

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.

☐ _____ (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 _____, 201__, by and between the School Board of Palm Beach County, a Florida public body corporate (School Board), and _____ 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 _____ and terminating on _____, 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, unless the District elects to operate under CEP District Wide. In that case, the Charter must also operate under the CEP Program.
- 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. (WPP 2.035)*** All Charter Schools must comply with the *District's Wellness Promotion Policy (2.035)* and support the principles of the Centers of Disease Control and Prevention's "Whole School, Whole Community, Whole Child" (WSCC) model. The WSCC model focuses its attention on the child, emphasizes a school-wide, approach, and acknowledges family and community as being an essential part of the equations.

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 or their Assistant Principal to this role. In addition to creating a culture of wellness on the school campus, this team is required to ensure school food fundraisers, are compliant with the Smart Snacks in School Rule, track and submit food fundraisers annually in May and complete and submit the Wellness Promotion Policy 2.035 assessment before the end of the school year, when it is required. 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. 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.

W. BASE SCHOOL CHARTERS ONLY. Charter schools agree to give access to base managers during holiday breaks for the purpose of checking temperature controlled equipment in which food is being stored.

X. Crisis Response Plan. Charter school is required to provide School Food Service their Crisis Response Plan ~~within 14 days after~~ annual renewal of Agreement. If changes are made during the school year a new copy must be submitted to School Food Service.

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.
Frank A. Barbieri, Jr., Esq., Chairman

Date: 3/2/22

ATTEST:

Michael Burke
Michael Burke, Superintendent of Schools

Date: 2/25/22

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

_____ Date: _____
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 _____ **a Florida nonprofit**
corporation, d/b/a _____

By: _____

Print Name: _____

Title: _____ Date: _____