



## CITY OF CAPE CORAL CHARTER SCHOOL AUTHORITY

### PUBLIC NOTICE

The City of Cape Coral Charter School Authority will consider the adoption, amendment, or repeal of the proposed NEOLA Policies listed below at a Regular Governing Board Meeting on Tuesday, August 15, 2023 at 5:30P.M., in Cape Coral Council Chambers, 1015 Cultural Park Blvd., Cape Coral, Florida 33990.

#### NEOLA Policies Special Update Volume 23, No. 2 January 2023 REVISIONS

PO 3121.01	BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS
PO 3210	STANDARDS OF ETHICAL CONDUCT
PO 3430.03	LEAVE
PO 4111	DESIGNATION OF A NEW POSITION
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PO 4210	STANDARDS OF ETHICAL PRACTICE
PO 4430.03	LEAVE
PO 6480	EXPENDITURES
PO 6490	LEGAL SERVICES FOR EMPLOYEES, OFFICERS AND PUBLIC OFFICIALS
PO 6550	TRAVEL AND EXPENSES
PO 8320	RECORDS MANAGEMENT
PO 8600	TRANSPORTATION
PO 8800	RELIGIOUS/PATRIOTIC CEREMONIES AND OBSERVANCES
PO 8810	THE AMERICAN FLAG
PO 9700.01	ADVERTISING AND COMMERCIAL ACTIVITIES
PO 9800	CHARTER SCHOOLS (REJECTED)

Book	Policy Manual
Section	Vol. 23, No. 2, Jan. 2023 - Revisions
Title	BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS
Code	po3121.01 jc 6/20/23
Status	
Adopted	April 12, 2016
Last Revised	November 18, 2022

### 3121.01 - ~~CRIMINAL~~ BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS

The safety of its students is of paramount importance to the Authority. Consistent with this concern for student safety, and in compliance with Florida law, the Authority requires that, prior to initial employment or re-employment if there has been a break in service, all candidates for all positions shall be subject to a criminal screening check to determine eligibility for employment. Additionally, the Superintendent shall verify all new full-time and part-time employees' right to work in the United States according to Federal and State law.

The application for employment shall inform the applicants that they are subject to criminal background screening and employment history check.

The cost of the background screening, with the exception of fingerprinting, related to initial employment or re-employment after a break in service will be borne by the Authority.

Background screenings, including all fingerprint requirements, shall be conducted in accordance with F.S. 435.12 and F.S. 1012.32.

A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, shall not be employed, engaged to provide services, or serve in any position that requires direct contact with students. For purposes of this policy, "convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld, and includes an adjudication of delinquency of a juvenile as specified in F.S. 943.0435.

Furthermore, before employing instructional personnel in any position that requires direct contact with students, the Principal or designee shall conduct employment history checks of each of the candidate's previous employer(s), review each affidavit of separation from previous employers pursuant to F.S. 1012.31, screen the candidate through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the Principal or designee shall document efforts to contact the employer (F.S. 1012.27(6)). Background screenings for these candidates must also comply with the requirements of F.S. 1012.465 or F.S. 1012.56 (whichever is applicable).

Pursuant to State law, all instructional staff members employed by the Authority must self-report arrests for serious offenses (see AP 3121.01).

Additionally, the fingerprints of all instructional staff members who are employed by the Authority and have no break in service must be re-submitted to the FDLE and to the FBI every five (5) years so that subsequent Statewide criminal and juvenile records checks and Federal criminal records checks can be completed as required by law.

The information contained in reports received from the FDLE and the FBI is confidential.

Although permissible by State law, the Authority will not share information received as the result of the criminal history background check with other school districts.

Furthermore, if information received as a result of the criminal history records check indicates that a certificated instructional staff member has been convicted of certain crimes enumerated by law, the Superintendent must report this information to the Florida Department of Education per Policy 8141 - *Mandatory Reporting of Misconduct by Certificated Employees*.

Revised 8/14/18  
Revised 12/14/21  
Revised 11/18/22

F.S. 435.09

F.S. 435.12

F.S. 448.095

F.S. 943.0435

F.S. 943.0585(4)(a)

F.S. 943.059(4)(a)

F.S. 1001.10(5)

F.S. 1001.41

F.S. 1001.42

F.S. 1012.23

F.S. 1012.27(6)

F.S. 1012.315

F.S. 1012.32

F.S. 1012.56

F.A.C. 6A-10.083

Federal Immigration Reform and Control Act of 1986

8 U.S.C. 1255a

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Legal

F.S. 435.09

F.S. 435.12

F.S. 943.0435

F.S. 943.059(4)(a)

F.S. 1001.10(5)

F.S. 1001.41

F.S. 1001.42

F.S. 1012.23

F.S. 1012.315

F.S. 1012.32

F.S. 1012.56

F.A.C. 6A-10.083

**Last Modified by Jacquelin Collins on July 12, 2023**

Book	Policy Manual
Section	Vol. 23, No. 2, Jan. 2023 - Revisions
Title	STANDARDS OF ETHICAL CONDUCT
Code	po3210 jc 6/20/23
Status	
Adopted	April 12, 2016
Last Revised	August 14, 2018

### 3210 - STANDARDS OF ETHICAL CONDUCT

~~An effective educational program requires the services of men and women of integrity, high ideals, and human understanding.~~

~~The Governing Board hereby establishes the ethical and disciplinary principles set forth in the Florida Administrative Code as the *Principles of Professional Conduct of the Education Profession in Florida* as the Authority's standards of ethical conduct and requires all instructional staff members to adhere to them.~~

~~No instructional staff member shall have any interest, financial or otherwise, direct or indirect, engage in any business transaction or professional activity, or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 3129, Conflict of Interest)~~

~~No instructional staff member shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service, based upon an understanding that the vote, official action, or judgment of the instructional staff member would be influenced thereby.~~

~~All instructional staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.~~

~~Revised 8/14/18~~

#### [ ] Option #1

Instructional staff members shall be guided by and adhere to the following ethical principles:

- / The instructional staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.
- E The instructional staff member's primary professional concern will always be for the student and for the development of the student's potential. The instructional staff member will, therefore, strive for professional growth and will seek to exercise the best professional judgment and integrity.
- C The instructional staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

District instructional staff members shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual instructional staff member's certificate, or the other penalties as provided by law.

- / Obligation to the student requires that the District instructional staff member shall:

- ⌚ make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.
- ⌚ not unreasonably restrain a student from independent action in pursuit of learning.
- ⌚ not unreasonably deny a student access to diverse points of view.
- ⌚ not intentionally suppress or distort subject matter relevant to a student's academic program.
- ⌚ not intentionally expose a student to unnecessary embarrassment or disparagement.
- ⌚ not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity.
- ⌚ not intentionally violate or deny a student's legal rights.
- ⌚ not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination. Discrimination on the basis of race, color, national origin, or sex includes subjecting any student to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in F.S. 1000.05(4)(a).
- ⌚ not exploit a relationship with a student for personal gain or advantage.
- 10 keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

⌚ Obligation to the public requires that the District instructional staff member shall:

- ⌚ take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.
- ⌚ not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
- ⌚ not use institutional privileges for personal gain or advantage. (see also Policy 3129, Conflict of Interest)
- ⌚ accept no gratuity, gift, or favor that might influence professional judgment. (see also Policy 3129, Conflict of Interest)

**(NOTE: Pursuant to F.S. 112.313, no instructional staff member shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the instructional staff member would be influenced thereby.)**

- ⌚ offer no gratuity, gift, or favor to obtain special advantages. (see also Policy 3129, Conflict of Interest)

( Obligation to the profession of education requires that the District instructional staff member shall

: maintain honesty in all professional dealings.

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

: not interfere with a colleague's exercise of political or civil rights and responsibilities.

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

! not make malicious or intentionally false statements about a colleague.

( not use coercive means or promise special treatment to influence professional judgments of colleagues.

; not misrepresent one's own professional qualifications.

{ not submit fraudulent information on any document in connection with professional activities.

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

1( not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.

1: provide upon the request of a certificated individual a written statement of the specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.

1: not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules.

1: self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, District instructional staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).

14 report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

- 1f seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).
- 1f comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.
- 1f as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

l . No instructional staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 3129, Conflict of Interest)

l All District instructional staff members shall adhere to the principles enumerated above.

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Legal	F.S. 112.312
	F.S. 112.313
	F.S. 1001.42(6)
	F.S. 1001.421
	F.S. 1006.32
	F.S. 1012.23
	F.A.C. 6A-10.081

Last Modified by Jacquelin Collins on June 20, 2023

Book	Policy Manual
Section	Vol. 23, No. 2, Jan. 2023 - Revisions
Title	LEAVE
Code	po3430.03 jc 6/20/23
Status	
Adopted	April 12, 2016

### 3430.03 - LEAVE

Instructional staff members who are appointed to work full-time shall earn one (1) day of paid leave for each full month of employment. Earned leave shall be pro-rated in proportion to the number of hours employed per day. Leave may not be used before it is earned and credited.

#### A. Accrual

1. One (1) day of leave will be advanced at the beginning of each successive month of employment. However, each employee is entitled to earn no more than one (1) day of leave times the number of months of employment during the year of employment.
2. An employee who is in an active pay status, including leave with pay, shall earn leave for each month in which s/he receives pay for one (1) day more than half the number of work days during that month.
3. An employee who is on leave without pay during a month shall earn leave for that month if s/he has worked one (1) day more than half the number of work days during that month.
4. Leave shall be cumulative from year to year, up to a limit of 337.5 hours, the limit to be calculated at the end of each fiscal year.

#### B. Use

1. Sick leave shall be in increments of one-half (1/2) or full days or shall be equivalent to the time taken dependent upon substitute availability and school setting.
2. An employee taking leave shall notify the appropriate supervisor and fill out the Request for Leave Form before beginning the leave, if possible. In an emergency, the request for leave may be filed immediately following return to duty.
3. ~~Leave shall be equivalent to the time taken.~~

No leave consisting of three (3) consecutive student school days is allowed unless it is approved by the principal, unless it is bereavement leave, medical leave, or another emergency.

Instructional staff shall not take personal leave immediately before or following an extended holiday weekend. If an emergency or major event has occurred, the discretion to grant leave is left to the building principal.

#### C. Transfer

An employee may authorize transfer of accrued leave to another Authority employee.

Any transferred sick leave that is not used as anticipated shall be returned to the authorizing administrator, upon the recipient's return to work. In the case of multiple donors, the unused leave will be returned pro-rata to each donor.

The person receiving the transfer may not use the donated sick leave until s/he has exhausted all of his/her own accrued sick leave, excluding sick leave from a sick leave bank, if the recipient participated in a sick leave bank.

Donated sick leave shall have no value for terminal pay.  
(F.S. 1012.61(2)(e)1)

The person receiving the transfer may not use the donated leave until s/he has exhausted all of his/her own accrued leave.

#### D. Terminal Pay for Sick Leave

Upon the retirement or death of an employee, s/he will be paid for leave accumulated through the end of the last full month worked, but not including the last partial month worked unless the employee works one (1) more day than half of the partial month. Accrued leave shall be compensated at the daily rate of pay applicable at the time of retirement.



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Legal F.S. 402.22, 1001.41, 1001.42(5), 1001.43(11), 1012.22, 1012.23, 1012.61  
F.S. 1012.62, 1012.66

**Last Modified by Jacquelin Collins on June 20, 2023**

Book	Policy Manual
Section	Vol. 23, No. 2, Jan. 2023 - Revisions
Title	DESIGNATION OF A NEW POSITION
Code	po4111 jc 6/20/23
Status	
Adopted	April 12, 2016

#### **4111 - DESIGNATION OF A NEW POSITION**

The Governing Board recognizes the need to establish positions that, when filled by competent, qualified support staff members, will assist the Authority in achieving the operational goals set by the Board. The Authority employs only U.S. citizens and others lawfully authorized to work in the United States.

~~The Superintendent shall verify all new full time and part time employees' right to work in the United States according to the Federal Immigration Reform and Control Act of 1986.~~

Subject to the recommendation of the Superintendent, the Board shall designate new positions pursuant to the job descriptions developed in accordance with Policy 4600 and set the initial salary for new positions not covered by a valid collective bargaining agreement.

When designating new positions, primary consideration shall be given to:

- A. the number of students enrolled;
- B. the special needs of the students;
- C. the operational services of the Authority.

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Legal	8 U.S.C. 1255a F.S. 1001.42, 1001.42(5), 1012.22 Federal Immigration Reform and Control Act of 1986
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**Last Modified by Jacquelin Collins on June 20, 2023**

Book	Policy Manual
Section	Vol. 23, No. 2, Jan. 2023 - Revisions
Title	BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS
Code	po4121.01 jc 6/20/23
Status	
Adopted	December 14, 2021
Last Revised	November 18, 2022

#### 4121.01 - ~~CRIMINAL~~ BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS

The safety of its students is of paramount importance to the CCCCSA. Consistent with this concern for student safety, and in compliance with Florida law, the CCCCSA requires that prior to initial employment or re-employment if there has been a break in service, all candidates for all positions shall be subject to a criminal background screening to determine eligibility for employment. Additionally, the Superintendent shall verify all new full-time and part-time employees' right to work in the United State according to Federal and State law.

The application for employment shall inform the applicants that they are subject to criminal background screening and employment history check.

The cost of the background screening related to initial employment or re-employment after a break in service will be borne by the School Board.

Background screenings, including all fingerprint requirements, shall be conducted in accordance with F.S. 435.12 and F.S. 1012.32.

If it is found that a person who is employed as a support staff member does not meet the screening requirements, the person shall be immediately suspended from working in that capacity

A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, shall not be employed, engaged to provide services, or serve in any position and/or any position that requires direct contact with students. For purposes of this policy, "convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld, and includes an adjudication of delinquency of a juvenile as specified in F.S. 943.0435.

Furthermore, before employment support staff in any position the Superintendent shall conduct employment history checks of each of the candidate's previous employer(s), review each affidavit of separation from previous employers pursuant to F.S. 1012.31, and document the findings. If unable to contact (a) previous employer(s), the Superintendent shall document efforts to contact the employer.

All support staff members employed by the CCCCSA must self-report arrests for serious offenses (see AP 4121.01).

Additionally, the fingerprints of all support staff members who are employed by the CCCCSA and have no break in service must be re-submitted to the FDLE and to the FBI every five (5) years so that subsequent Statewide criminal and juvenile records checks and Federal criminal records checks can be completed as required by law.

The cost of this subsequent background screening will be borne by the employee.

The information contained in reports received from the FDLE and the FBI is confidential.

Pursuant to State law, the CCCCSA will, however, share information received as a result of the criminal background check with other school districts.

Revised 11/18/22

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Legal	F.S. 435.09
	F.S. 435.12

F.S. 943.0435  
F.S. 943.0585(4)(a)  
F.S. 943.059(4)(a)  
F.S. 1001.10(5)  
F.S. 1001.41  
F.S. 1001.42  
F.S. 1012.27(6)  
F.S. 1012.315  
F.S. 1012.32  
F.S. 1012.465  
F.S. 1012.56  
F.A.C. 6A-10.083

**Last Modified by Jacquelin Collins on July 12, 2023**

Book	Policy Manual
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Title	STANDARDS OF ETHICAL CONDUCT
Code	po4210 jc 6/20/23
Status	
Adopted	April 12, 2016
Last Revised	August 14, 2018

## 4210 - STANDARDS OF ETHICAL CONDUCT

The Governing Board hereby establishes the following as the standards of ethical conduct for all support staff members in the Authority who have direct access to students:

- A. ~~Obligation to the student requires that the District support staff member shall:~~
  - : ~~make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;~~
  - : ~~not unreasonably restrain a student from independent action in pursuit of learning;~~
  - : ~~not intentionally expose a student to unnecessary embarrassment or disparagement;~~
  - : ~~not intentionally violate or deny a student's legal rights;~~
  - : ~~not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination;~~
  - : ~~not exploit a relationship with a student for personal gain or advantage;~~
  - : ~~keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;~~
- E. ~~Obligation to the public requires that the District support staff member shall:~~
  - : ~~take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;~~
  - : ~~not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;~~
  - : ~~not use institutional privileges for personal gain or advantage;~~
  - : ~~accept no gratuity, gift, or favor that might influence judgment;~~
  - : ~~offer no gratuity, gift, or favor to obtain special advantages;~~
- C. ~~Obligation to the profession of education requires that the District support staff member shall:~~
  - : ~~maintain honesty in all dealings;~~
  - : ~~not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization;~~
  - : ~~not interfere with another Authority employee's exercise of political or civil rights and responsibilities;~~
  - : ~~not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination;~~
  - : ~~not make malicious or intentionally false statements about another Authority employee;~~
  - : ~~not misrepresent one's qualifications;~~
  - : ~~not submit fraudulent information on any document in connection with employment;~~

- ~~{ not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for employment;~~
- ~~! not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment;~~
- ~~1( provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment;~~
- ~~1: not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these Principles of Professional Conduct for the Education Profession in Florida and other applicable Florida statutes and State Board of Education rules;~~
- ~~1: self report within forty eight (48) hours to appropriate authorities (as determined by the Authority) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance;~~

~~Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, support staff members shall self report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).~~

~~No support staff member shall have any interest, financial or otherwise, direct or indirect, engage in any business transaction or professional activity, or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest.~~

- ~~1: report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).~~

~~All support staff members who have direct access to students shall be required to complete training on the standards established herein upon employment and annually thereafter.~~

Individuals who violate any of these principles shall be subject to disciplinary action, as well as other penalties as may be provided by law.

**A Obligation to the student requires that the District support staff member shall:**

- ~~:~~ make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;
- ~~:~~ not unreasonably restrain a student from independent action in pursuit of learning;
- ~~:~~ not unreasonably deny a student access to diverse points of view;
- ~~:~~ not intentionally suppress or distort subject matter relevant to a student's academic program;
- ~~!~~ not intentionally expose a student to unnecessary embarrassment or disparagement;
- ~~{~~ not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity;
- ~~:~~ not intentionally violate or deny a student's legal rights;
- ~~{~~ not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination; discrimination on the basis of race, color, national origin, or sex includes subjecting any student to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in F.S. 1000.05(4)(a);
- ~~!~~ not exploit a relationship with a student for personal gain or advantage;
- ~~1(~~ keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

**E Obligation to the public requires that the District support staff member shall:**

- ~~:~~ take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;

- 3 not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;
- 3 not use institutional privileges for personal gain or advantage; (see also Policy 4129, Conflict of Interest)
- 4 accept no gratuity, gift, or favor that might influence judgment; (see also Policy 4129, Conflict of Interest)

**(NOTE: Pursuant to F.S. 112.313, no support staff member shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the support staff member would be influenced thereby.)**

- 5 offer no gratuity, gift, or favor to obtain special advantages. (see also Policy 4129, Conflict of Interest)

( Obligation to the profession of education requires that the District support staff member shall:

- 1 maintain honesty in all dealings;
- 2 not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization;
- 3 not interfere with a colleague's exercise of political or civil rights and responsibilities;
- 4 not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination;
- 5 not make malicious or intentionally false statements about a colleague;
- 6 not use coercive means or promise special treatment to influence professional judgments of colleagues;
- 7 not misrepresent one's own professional qualifications;
- 8 not submit fraudulent information on any document in connection with professional activities;
- 9 not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position;
- 10 not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment;
- 11 provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment;
- 12 not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules;
- 13 self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance;

Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, District support staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).

- 14 report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);
- 15 seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

( No support staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 4129, Conflict of Interest)

( All District support staff members shall adhere to the principles enumerated above.

All support staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.

Revised 8/14/18

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Legal

F.S. 112.312

F.S. 112.313

F.S. 1001.42(6)

F.S. 1001.421

F.S. 1006.32

F.S. 1012.23

F.A.C. 6A-10.081

**Last Modified by Jacquelin Collins on June 20, 2023**



Book Policy Manual  
Section Vol. 23, No. 2, Jan. 2023 - Revisions  
Title LEAVE  
Code po4430.03 jc 7/12/23  
Status

## **Revised Policy - Vol. 23, No. 2**

### **4430.03 - ~~SICK~~-LEAVE**

Support staff members ( Paraprofessionals I and II, Office Assistants, Receptionists, and Clinic Staff) who are appointed to work full-time shall earn one (1) day of paid ~~sick~~ leave for each full month of employment. Earned ~~sick~~ leave shall be pro-rated in proportion to the number of hours employed per day. ~~Sick~~-Leave may not be used before it is earned and credited.

#### **A. Accrual**

1. ~~Four (4) days of earned sick leave credit shall be annually advanced at the end of the first month of employment of each contract year, and One (1) day of sick leave will be advanced at the beginning of each successive month of employment. However, each employee is entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment.~~
2. An employee who is in an active pay status, including leave with pay, shall earn ~~sick~~ leave for each month in which s/he receives pay for one (1) day more than half the number of work days during that month.
3. An employee who is on leave without pay during a month shall earn ~~sick~~ leave for that month if s/he has worked one (1) day more than half the number of work days during that month.
4. ~~If the employee terminates his/her employment and has not accrued the four (4) days of sick leave available to him/her, the School Board may withhold the average daily amount for the days of sick leave used but unearned by the employee.~~
5. Sick leave shall be cumulative from year to year up to an hourly limit based on the contract specific to each position .

#### **B. Use**

1. An employee taking ~~sick~~ leave shall notify the appropriate supervisor and file a certificate of absence before beginning the leave, if possible. In an emergency, the certificate of absence may be filed immediately following return to duty.
2. Sick Leave shall be equivalent to the time taken. ~~in increments of one half (1/2) or full days, and may be taken for the following reasons:~~
  - i. ~~when the employee is unable to perform his/her duty on account of personal sickness, accident, disability, or extended personal illness, and consequently has to be absent from his/her work;~~
  - b. for the illness or death of the employee's spouse, child, father, mother, brother, sister, other close relative, or member of the employee's own household;
  - c. ~~(-) as personal leave with pay for up to six (6) days per fiscal year; and~~
  - d. ( x ) for the maternity or paternity of the employee or the employee's spouse, child, other close relative, or member of the employee's own household.

#### **C. ~~Transfer~~Transfer**

##### **: ~~From Other Public Schools~~**

~~Sick leave may be transferred from other public schools in Florida funded through the Florida Education Finance Program. Transferred days may only be credited in a number equal to the number of days earned in this District.~~

##### **: ~~From Department of Children and Family Services (DCF)~~**

~~Educational personnel in DCF residential care facilities who are employed by the Board under the provisions of F.S. 402.22(1)(d) may request, and the Board shall accept, a lump sum transfer of accumulated sick leave for such person employed by the Board in a position that is eligible to accrue sick leave under policies of the Board.~~

~~(F.S. 1012.62)~~

3. To Family Members

~~An employee may authorize transfer of accrued sick leave to his/her spouse, child, parent, or sibling, who is also a District employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2) herein.~~

~~The personnel administrator approving the leave may require documentation of the recipient's relationship to the authorizing employee.~~

~~(F.S. 1012.61(2)(c)1)~~

4. To Other Board Employees

~~An employee may donate (i.e., authorize transfer of) his/her accrued sick leave to another Board employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2) herein. The authorizing employee must retain at least five (5) days of sick leave, as of the time of donation under this policy.~~

~~The recipient must provide documentation from the treating physician of the illness, accident, or injury for which leave is needed.~~

~~The recipient must anticipate the need for at least days of sick leave in order to receive transfers under this policy.~~

~~Any transferred sick leave that is not used as anticipated shall be returned to the authorizing administrator, upon the recipient's return to work. In the case of multiple donors, the unused leave will be returned pro rata to each donor.~~

~~The person receiving the transfer may not use the donated sick leave until s/he has exhausted all of his/her own accrued sick leave, excluding sick leave from a sick leave bank, if the recipient participated in a sick leave bank.~~

~~Donated sick leave shall have no value for terminal pay.~~

~~(F.S. 1012.61(2)(e)2)~~

~~An employee may authorize transfer of accrued leave to another Authority employee. (F.S. 1012.61(2)(e)1)~~

- ! ~~A person receiving the transfer may not use the donated leave until s/he has exhausted all of his/her own accrued leave.~~

D. Terminal Pay for Sick Leave

- : ~~Leave Accumulated While Employed by the District (Sick Leave not Transferred in from Prior Employment Outside the District)~~

~~Upon the retirement or death of an employee, s/he will be paid for sick leave accumulated through the end of the last full month worked, but not including the last partial month worked. Accrued sick leave shall be compensated at~~

~~( ) the rate of pay set forth in the collective bargaining agreement.~~

~~( ) the daily rate of pay applicable at the time of retirement.~~

~~( ) the daily rate of pay applicable at the time the sick leave was earned.~~

~~( ) \_\_\_\_\_~~

**~~[NOTE: The rate at which support staff members' sick leave that was accrued prior to June 30, 2004 will be compensated is subject to collective bargaining.]~~**

~~Terminal pay may not exceed an amount determined as follows:~~

- ~~i. during the first three (3) years of service, the daily rate of pay multiplied by thirty five percent (35%) times the number of days of accumulated sick leave~~
- ~~l. during the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave~~
- ~~i. during the next three (3) years of service, the daily rate of pay multiplied by forty five percent (45%) times the number of days of accumulated sick leave~~
- ~~c. during the next three (3) years of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave~~
- ~~e. during and after the 13th year of service, the daily rate of pay multiplied by 100% times the number of days of accumulated sick leave~~

- : ~~Sick Leave Transferred in from Outside the District~~

**~~{CHOOSE OPTION 1, 2, OR 3}~~**

**{OPTION 1}**

~~Subject to the provisions of any applicable collective bargaining agreement, upon the retirement or death of an employee, unused sick leave transferred in from outside the District will be compensated in the same manner as sick leave accumulated while employed through the District.~~

**{END OF OPTION 1}**

**{OPTION 2}**

~~Subject to the provisions of any applicable collective bargaining agreement, upon the retirement or death of an employee, any unused sick leave transferred in from outside the District will be extinguished and not paid out to the employee or the employee's beneficiary.~~

**{END OF OPTION 2}**

**{OPTION 3}**

**{DRAFTING NOTE: Option 3 is intended to give the District flexibility to determine how unused sick leave transferred in from outside the District will be compensated (if at all).}**

~~Subject to the provisions of any applicable collective bargaining agreement, upon the retirement or death of an employee, unused sick leave transferred in from outside the District will ( ) not be compensated. ( ) be compensated in the amount of \_\_\_\_\_ [insent District's preferred compensation].~~

**{END OF OPTION 3}**

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F.S. 402.22

F.S. 1001.41

F.S. 1001.42(5)

F.S. 1001.43(11)

F.S. 1012.22

F.S. 1012.23

F.S. 1012.61

F.S. 1012.62

F.S. 1012.66

Last Modified by Jacquelin Collins on July 12, 2023

Book	Policy Manual
Section	Vol. 23, No. 2, Jan. 2023 - Revisions
Title	EXPENDITURES
Code	po6480 jc 6/21/23
Status	
Adopted	April 12, 2016
Last Revised	November 18, 2022

#### 6480 - EXPENDITURES

Expenditures from Authority and all other funds available for the public school program shall be authorized by law and procedures prescribed by the Governing Board. The Board may permit expenditures to exceed the amount budgeted by function and object, provided the expenditure complies with F.S. 1011.09(4). Such an expenditure may be approved so long as the Board amends the budget and provides a full explanation of any amendments at the next scheduled Board meeting.

Furthermore, pursuant to State law, the Authority, or any person acting on behalf of the Authority, may not expend public funds (that is, any funds under the jurisdiction or control of the Authority) for a political advertisement or any other communication sent to electors concerning an issue, referendum, or amendment, including State questions, that is subject to a vote of the electors.

This statutory prohibition applies to a communication initiated by the Authority, irrespective of whether the communication is limited to factual information or advocates for the passage or defeat of an issue, referendum, or amendment.

However, F.S. 106.113(2) permits the Authority ~~District~~, and any person acting on behalf of the Authority ~~District~~, to:

- ~~A~~ report on official actions of the Board/District in an accurate, fair, and impartial manner;
- ~~E~~ post factual information on the Authority's ~~District's~~ website or in printed materials;
- ~~C~~ host and provide information at a public forum;
- ~~I~~ provide factual information in response to an inquiry; and,
- ~~I~~ provide information as otherwise authorized or required by law.

#### A. Accounts Payable

The payment of purchase orders, contracts, invoices, and utilities shall be made in accordance with the approved budget and pursuant to State statutes.

#### B. Payroll Procedures

1. No payment shall be made except to properly authorized and approved personnel and shall begin at the time employment is authorized.
2. Payments shall be based upon a Board-adopted salary schedule for each position.
3. Employees shall be paid on a bi-weekly basis.
4. Salary adjustments shall be paid on subsequent payroll periods. Persons terminating shall be paid their full salary or wage balance on the regular payroll period following their termination. An extreme exception must be approved by the Superintendent or his/her designated representative in writing.
5. Principals and supervisors shall be responsible for submitting accurate payroll records in accordance with established time schedules and procedures.
6. Employees shall be paid by direct deposit unless otherwise directed by the employee.

### **C. Overtime Payment**

1. Authorization to work overtime must be by prior approval of the Superintendent.
2. Overtime compensation shall be paid as approved by the Superintendent.

If any financial conditions exist as set forth in Policy 6233, the Board will not make expenditures for travel outside of the Authority or for cellular phones, cellular phone service, personal digital assistants, or any other mobile wireless communication device or service, including text messaging, whether through purchasing, leasing, contracting, or any other method, while the financial conditions exist.

Revised 2/9/21  
Revised 11/18/22

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Legal	F.S. 1001.43
	F.S. 1001.51
	F.S. 1011.051
	F.S. 1011.06
	F.S. 1011.09
	F.S. 1012.22
	F.A.C. 6A-1.014

**Last Modified by Jacquelin Collins on June 21, 2023**

Book Policy Manual

Section Vol. 23, No. 2, Jan. 2023 - Revisions

Title LEGAL SERVICES FOR EMPLOYEES, OFFICERS, AND PUBLIC OFFICIALS

Code po6490 jc 7/12/23

Status

**Technical Correction - Vol. 23, No. 2**

**6490 - LEGAL SERVICES FOR EMPLOYEES, OFFICERS, AND PUBLIC OFFICIALS**

The School Board recognizes that there may be times when employees, officers and public officials of the Board may be subjected to civil or criminal actions. This policy shall govern payment for legal services.

**Legal Services for Employees and Officers**

In accordance with Florida law, the Board:

**~~OPTION 1~~**

~~[ ] shall provide legal services when officers and employees of the Board are charged with civil or criminal actions arising out of and in the course of the performance of their assigned duties and responsibilities.~~

~~In any case in which an officer or employee pleads guilty or nolo contendere or is found guilty of any such action, the officer or employee shall reimburse the Board for any legal services supplied by the Board.~~

**~~END OF OPTION 1~~**

**OPTION 2**

[ x ] may provide legal services when officers and employees of the Board are charged with civil or criminal actions arising out of and in the course of the performance of their assigned duties and responsibilities.

In any case in which an officer or employee pleads guilty or nolo contendere or is found guilty of any such action, the officer or employee shall reimburse the Board for any legal services supplied by the Board.

If the Board elects not to provide legal services, the Board shall provide for reimbursement of reasonable expenses for legal services for officers and employees who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities upon successful defense by the employee or officer.

**END OF OPTION 2**

**~~Judgments Against Employees and Officers~~**

~~In accordance with Florida law, the Board:~~

**~~OPTION 1~~**

~~[ ] shall reimburse an officer or employee of the Board for any judgment which may be entered against him or her in a civil action arising out of and in the course of the performance of his or her assigned duties and responsibilities while serving a public purpose.~~

**~~END OF OPTION 1~~**

**OPTION 2**

[ x ] may reimburse an officer or employee of the Board for any judgment which may be entered against him or her in a civil action arising out of and in the course of the performance of his or her assigned duties and responsibilities while serving a public purpose.

**END OF OPTION 2**

**Board Members and [ x ] Elected Superintendents**

The Board recognizes that public officials are entitled to legal representation at public expense to defend themselves against litigation arising from the performance of their official duties while serving a public purpose.

Accordingly, Board members [x] or the elected Superintendent:

#### **OPTION 1**

~~[x] may request that the Board pay for legal representation to defend him/her against litigation or other proceedings (where civil or criminal liability may be imposed) during the pendency of the litigation or other proceeding(s) so long as their conduct arose out of or in connection with the performance of their official duties while serving a public purpose.~~

~~In accordance with this policy, in order to receive payment for legal representation (i.e. reasonable attorney's fees) during the pendency of any litigation or proceeding as set forth above, the Board member [x] or the elected Superintendent must file with the Clerk of the Board a notarized affidavit under oath that includes the following information:~~

- ~~/ the name of the Board member [x] or the elected Superintendent;~~
- ~~[ a statement that the Board member [x] or the elected Superintendent is of sound mind and competent to testify to the matters set forth in the affidavit;~~
- ~~( a statement that the information in the affidavit is based on the Board member's [x] or the elected Superintendent's personal knowledge and that the affidavit was given voluntarily, freely and truthfully without any threat of coercion or promise of reward;~~
- ~~[ if the Board member [x] or the elected Superintendent seeks payment of reasonable attorney's fees for pending litigation, the affidavit must identify the parties involved in the litigation, the court or tribunal where the action is pending, and copy of the complaint or pleading initiating the litigation;~~
- ~~[ if the Board member [x] or the elected Superintendent seeks payment of reasonable attorney's fees for a pending proceeding other than litigation, the affidavit must include a detailed description of the proceeding sufficient to identify the individuals and/or entities involved and the nature of the proceeding;~~
- ~~a description of the official duties that were performed by the Board member [x] or the elected Superintendent upon which the litigation and/or proceeding is based; and~~
- ~~\*~~
- ~~( a description of the public purpose the Board member [ ] or the elected Superintendent was serving when s/he performed his/her official duties.~~

~~Upon receipt of the Board member's [x] or the elected Superintendent's notarized affidavit and verification by [x] the Superintendent or, in the case of the Superintendent, the Board attorney [x] the Board attorney shall determine [ ] \_\_\_\_\_ that all pertinent information is included in that affidavit, payment shall be provided as follows:~~

- ~~/ The Board shall pay up to \$ \_\_\_\_\_ for reasonable attorney's fees incurred during the pendency of litigation and/or other proceedings. Payment shall not be made until written invoices are provided to the Board identifying the date legal representation was provided, the time incurred on each date representation was provided, and the amount sought. Payment will only be made for legal representation directly related to defending the Board member's [ ] or the elected Superintendent's conduct that arose out of or in connection with the performance of their official duties while serving a public purpose.~~
- ~~[ Payment of reasonable attorney's fees incurred in excess of \$ \_\_\_\_\_ shall not be provided until after the conclusion of the litigation and/or other proceedings and will be provided on a reimbursement basis only.~~

~~In order for reimbursement to be provided, the Board member [x] or the elected Superintendent must demonstrate that (1) s/he was successful in his/her defense against the charges against him/her and (2) the litigation or other proceeding(s) (where civil or criminal liability may be imposed) arose out of or in connection with the performance of his/her official duties while serving a public purpose.~~

~~Within thirty (30) days from the conclusion of the litigation or other proceedings, the Board member [x] or the elected Superintendent must submit a final invoice to the Board identifying all dates legal representation was provided, the time incurred on each date representation was provided, and the amount sought. Payment will only be made for legal representation directly related to defending the Board member's [x] or the elected Superintendent's conduct that arose out of or in connection with the performance of their official duties while serving a public purpose.~~

~~No reimbursement will be provided for invoices submitted more than thirty (30) days from the date the litigation or other proceedings conclude.~~

~~The Board shall not pay for legal representation if the Board member [x] or elected Superintendent pleads guilty or nolo contendere or is found guilty of any such action in connection with the litigation and/or other proceedings. Additionally, the Board member [x] or elected Superintendent shall reimburse the Board for any payment previously made for legal services if the Board member [x] or elected Superintendent pleads guilty or nolo contendere or is found guilty of any such action in connection with the litigation and/or other proceedings~~

#### **END OF OPTION 1**

#### **OPTION 2**

~~[ ] may request that the Board reimburse them for reasonable attorney's fees incurred in defending themselves against litigation or other proceedings (where civil or criminal liability may be imposed) so long as their conduct arose out of or in connection with the performance of their official duties while serving a public purpose.~~

~~Within thirty (30) days from the conclusion of the litigation or other proceedings, the public official must submit a final invoice to the Board identifying all dates legal representation was provided, the time incurred on each date representation was provided, and the amount sought. Payment will only be made for legal representation directly related to defending the public official's conduct that arose out of or in connection with the performance of their official duties while serving a public purpose. No reimbursement will be provided for invoices submitted more than thirty (30) days from the date the litigation or other proceedings conclude.~~

~~The Board shall not pay for legal representation if the Board member [ ] or elected Superintendent pleads guilty or nolo contendere or is found guilty of any such action in connection with the litigation and/or other proceedings.~~

## **END OF OPTION 2**

### **OPTION 2**

[ ] may request that the Board reimburse them for reasonable attorney's fees incurred in defending themselves against litigation or other proceedings (where civil or criminal liability may be imposed) so long as their conduct arose out of or in connection with the performance of their official duties while serving a public purpose.

Within thirty (30) days from the conclusion of the litigation or other proceedings, the public official must submit a final invoice to the Board identifying all dates legal representation was provided, the time incurred on each date representation was provided, and the amount sought. Payment will only be made for legal representation directly related to defending the public official's conduct that arose out of or in connection with the performance of their official duties while serving a public purpose. No reimbursement will be provided for invoices submitted more than thirty (30) days from the date the litigation or other proceedings conclude.

The Board shall not pay for legal representation if the Board member pleads guilty or nolo contendere or is found guilty of any such action in connection with the litigation and/or other proceedings.

## **END OF OPTION 2**

### **Judgments Against Board Members**

Payment of judgments rendered against Board members shall be made in accordance with Florida law.

### **Judgments Against Board Members [ ] and Elected Superintendents**

~~Payment of judgments rendered against Board members [x] or elected Superintendent shall be made in accordance with Florida law.~~

~~F.S. 287.055  
F.S. 1001.43  
F.S. 1012.26  
F.S. 1013.46~~

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Legal                      F.S. 1001.43  
                                 F.S. 1012.26

**Last Modified by Jacquelin Collins on July 13, 2023**



Book	Policy Manual
Section	Vol. 23, No. 2, Jan. 2023 - Revisions
Title	TRAVEL AND EXPENSES
Code	po6550 jc 6/21/23
Status	
Adopted	April 12, 2016
Last Revised	February 9, 2021

## 6550 - TRAVEL AND Expenses ~~PER-DIEM~~

### A. In-County Travel

Travel on official business performed within Lee County by the Superintendent, Authority employees, and authorized persons shall be reimbursed at the maximum rate allowed by F.S. Chapter 112.061; said mileage shall be determined by actual odometer reading, if travel performed by personal automobile.

### B. Out-of-County Travel

#### In Advance

When approved in advance, expenses for out-of-county travel, employees, and authorized representatives of the Authority shall be paid at the rate allowed by the United States General Services Administration (GSA) ~~or by the Title II A Guidelines.~~ Copies of receipts for lodging, transportation, tolls, registration fees, and parking must be attached to the traveler's request for reimbursement. ~~within two (2) working days.~~

### C. Prohibited Expenditures

Expenditures for travel outside the Authority or for cellular phones, cellular phone service, personal digital assistants, or any other mobile wireless communication device or service, including text messaging, whether through purchasing, leasing, contracting, or any other method, are not permitted if any of the financial conditions outlined in F.S. 1011.051, and as set forth in Policy 6233 (Authority Budget), exist.

### D. Travel Costs Paid or Reimbursed from Federal Funds

Travel payment and reimbursement provided from Federal funds must be authorized in advance and must be reasonable and consistent with the Authority's travel policy and administrative guidelines. For travel paid for with Federal funds, the travel authorization must include documentation that demonstrates that (1) the participation in the event by the individual traveling is necessary to the Federal award; and (2) the costs are reasonable and consistent with the Authority's travel policy.

Commercial airfare costs in excess of the basic least expensive unrestricted accommodations class offered by commercial airlines are unallowable except when such accommodations would 1) require circuitous routing; (2) require travel during unreasonable hours; (3) excessively prolong travel; (4) result in additional costs that would offset the transportation savings; or (5) offer accommodations not reasonably adequate for the traveler's medical needs. Instances of commercial airfare cost in excess of the basic least expensive unrestricted accommodations class must be justified and documented on a case-by-case basis.

To the extent that the Authority's policy does not establish the allowability of a particular type of travel cost, the rates and amounts established under 5 U.S.C. 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the administrator of general services, or by the president (or his/her designee), must apply to travel under Federal awards.

### / [ ] Participation in Virtual Trainings and Conferences

Participation in virtual trainings and conferences may be considered part of an employee's performance of their official duties when all of the following apply:

- : The main purpose of the virtual training or conference is in connection with the official business of the District and directly related to the performance of the statutory duties and responsibilities of the employee participating.
- : The virtual training or conference provides a direct educational or other benefit supporting the work and public purpose of the participating employee.

- : the duties and responsibilities of the participating employee are compatible with the objectives of the virtual training or conference.

Any employee seeking to participate in a virtual training or conference as part of their official duties must provide in advance to ( ) their immediate supervisor ( ) \_\_\_\_\_ **[END OF OPTION]** the following:

- : a copy of the agenda for the training or conference;
- : the date/times of the training or conference; and,
- : an itemized list detailing all anticipated expenses including, but not limited to, registration fees and costs for materials.

( ) The employee's immediate supervisor **[END OF OPTION]** shall notify the employee whether their attendance in the virtual training and/or conference is approved. Employees must provide documentation evidencing that they attended and completed the virtual training and/or conference.

If a financial condition pursuant to F.S. 1011.051 does not exist, when approved in advance, expenses for participation in a virtual training or conference for an employee, the costs shall be reimbursed at the rate allowed by State law.

Revised 8/14/18  
Revised 2/9/21

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Legal	F.S. 112.061
	F.S. 1001.39
	F.A.C. 6A-1.056
	2 C.F.R. 200.474

**Last Modified by Jacquelin Collins on June 21, 2023**

Book	Policy Manual
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Title	RECORDS MANAGEMENT
Code	po8320 jc 6/21/23
Status	
Adopted	April 12, 2016

## **8320 - RECORDS MANAGEMENT**

The Superintendent is the officer charged by law with the responsibility of maintaining the office having public records and is the custodian thereof.

### **The Division of Library and Information Services ~~Bureau of Archives and Records Management~~**

The ~~Bureau of Archives and Records Management~~ Division of Library and Information Services in the Department of State (Division) establishes standards for controlling, retaining, destroying, and preserving public records. The Superintendent must adhere to these standards.

### **Records Management Responsibilities**

The Superintendent has the responsibility to comply with State statutes, and designate a Records Management Liaison Officer (RMLO) for the Authority. The Records Management Liaison Officer functions as the primary point of contact between the Authority and the Division. ~~Bureau of Archives and Records Management.~~

### **Records Retention Schedule**

~~The Authority is required by law to submit a request for records retention to the Bureau of Archives and Records Management for all record series being used by the Authority.~~ The Superintendent will comply with applicable general records schedule(s) established by the Division. For any record series that is not covered by a general records schedule, the Superintendent will request from the Division a records retention schedule. Each records retention request ~~schedule~~ is reviewed ~~analyzed by the Bureau~~ to determine the document value and thus establish a period of time for which the documents are to be retained. In addition, the records retention request ~~schedule~~ is reviewed to determine whether the records merit further retention by the State in the Florida State Archives. Once approved by the Division, ~~Bureau~~, the records retention schedule becomes the submitting Authority's official retention schedule for the record. The Records Management Liaison Officer has the responsibility of maintaining existing records retention schedules and submitting new and updated requests to the Division. ~~Bureau.~~

### **Records Disposition/Destruction**

The Superintendent shall develop administrative procedures regarding records disposition and destruction.

### **Report and Form Control Management Systems**

The Superintendent shall also establish a reports and forms control management system. The designated Records Management Liaison Officer shall develop and operate the records and forms control management system. The Authority's report control management system shall have a procedure for reviewing and disseminating reports to appropriate Authority staff; and the form control management system shall have a functional and current forms listing.

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Legal	F.S. 119.011, 1002.22
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**Last Modified by Jacquelin Collins on June 21, 2023**

Book	Policy Manual
Section	Vol. 23, No. 2, Jan. 2023 - Revisions
Title	TRANSPORTATION
Code	po8600 jc 6/21/23
Status	
Adopted	April 12, 2016
Last Revised	August 14, 2018

## 8600 - TRANSPORTATION

It is the policy of the Governing Board to provide transportation for those students whose distance from their school makes this service necessary within the limitations established by State law and the regulations of the State of Florida. Such laws and rules shall govern any question not covered by this policy.

School buses shall be purchased by the City of Cape Coral, housed by the Authority, and maintained by the City of Cape Coral Fleet Department. Authority for the transportation of resident students between their home areas and the schools of the Authority to which they are assigned.

Students living more than two (2) miles from their home school will be eligible for Authority provided bus transportation. Students who attend school ~~out of their home school zone~~ will only ~~not~~ be eligible for Authority provided transportation to one bus stop associated with the primary residential address on file. Students shall board the bus at the nearest designated stop to that address and will not enter or leave the bus at any other designated stop, except upon approval of the principal or principal's designee.

Students living within two (2) miles of school may be provided Authority bus transportation under the following conditions:

- A. Permanently disabled students, whose Individual Education Plan requires special transportation.
- B. Temporarily disabled students upon request and verification of disability and length of time of disability.
- C. Students whose walking routes to school meet the State criteria for hazardous walking conditions.

F.S. 1006.23 requires the Board and other governmental entities work cooperatively to identify conditions that are hazardous along student walking routes to school and requires such condition shall be inspected by a representative of the Authority and a representative of the State or local governmental entity that has jurisdiction over the perceived hazardous location. If it is determined that the condition meets the criteria established in State law for hazardous walking conditions, the Board shall provide transportation to students who would be subjected to such conditions. State law further requires State or local governmental entities having jurisdiction to correct such hazardous conditions within a reasonable period of time. The Board and Superintendent shall follow State law with respect to correcting hazardous walking conditions.

- D. Elementary students residing within two (2) miles of their school may be provided bus transportation at the discretion of the principal ~~and upon payment of a fee established by the Board~~. This transportation will only be provided if seats are available on existing buses serving the school and the student gets to an established bus stop.

~~Students eligible for transportation who are beyond the accessibility of school bus transportation shall be provided isolated transportation by payment to the parent of an amount established by the Board. Payment of the amount established will be based upon the date of the application or the date the service began whichever occurred first during the current attendance reporting period.~~

Parents of students who become or are determined to be non-eligible for school bus transportation shall be notified in writing. The student will be allowed to ride the bus for a minimum of three (3) additional days depending on the circumstances of the non-eligibility. If the student was riding the school bus illegally, removal from the bus will be immediate.

The bus routes are established annually. The Superintendent is authorized to make any necessary changes in the approved route.

The Board authorizes the installation and use of video recording devices in the school buses to assist the drivers in providing for the safety and well being of the students while on a bus.

~~The Superintendent shall comply and require the compliance by the Director of Transportation, Principals, and bus drivers with State Board of Education Rules governing transportation, which are found in F.A.C. Chapter 6A-3, and shall take steps necessary so that the Director of Transportation, bus drivers, principals, and parents are fully and timely informed of their respective powers and~~

~~responsibilities.~~

~~The Superintendent shall require that bus operators, and attendants if used, be instructed as to their responsibilities for students who are transported at public expense as follows:~~

- ~~/ The operator or attendant of a bus transporting students shall remain with the bus so that students aboard will be under supervision at all times, except to call for assistance in case of an emergency or accident involving the students or bus.~~
- ~~[ In cases where a student with physical disabilities is unable to leave the area of a student stop without assistance, the school bus operator shall not assume responsibility for such assistance except in an emergency that threatens the safety of such student or students.~~
- ~~( The operator and attendant (if used) shall be provided training related to students; however, the operator and attendant (if used) shall not give medicine and shall limit his/her assistance to that which may normally be expected of a reasonable, prudent person or as specified in the student's Individual Educational Plan.~~

## **(x ) [OPTION 1]**

### **Duties and Responsibilities of the Transportation Manager**

- / Counsel with school bus operators regarding safety and efficiency of service to schools and to make recommendations to them for improvement in service.
- [ Recommend to the Superintendent the initial or continued employment of bus operators, and other transportation personnel.
- ( Instruct school bus operators in procedures to be followed in conducting school bus emergency evacuation drills and confer with each Principal regarding scheduling, conducting, and documenting school bus evacuation drills. These procedures shall include a requirement that all operators of school buses transporting students, teachers, or chaperones on field and activity trips instruct all passengers in the locations and proper use of school bus emergency exits prior to each such trip.
- [ Counsel with bus operators regarding operator responsibility and authority, as well as job performance.

The Director of Transportation shall consider the knowledge, skills, and abilities related to student management techniques, as well as the characteristics of students with disabilities, when selecting or assigning operators and attendants for routes serving ESE students.

### **Duties and Responsibilities of the Principal**

- / Assume responsibility under the direction of the Superintendent for all student disciplinary cases that arise in connection with transportation in accordance with Florida statutes, Florida State Board Rule, and the Student Code of Conduct.
- [ Instruct students as a part of their safety program on the rules pertaining to student transportation, walking to and from school, bicycle, and other vehicle operations.
- ( Develop at the school a parking policy for the safety of students, visitors, and staff while operating or parking personal vehicles on campus.
- [ Conduct, at a minimum, during the first six (6) weeks of each semester, school bus evacuation drills, and maintain documentation for these drills.
- [ Develop a plan for the supervision of transported students who arrive early or remain late.

Designate places for students to get on and off school buses at the school site, and provide supervision of the loading/unloading zone.

- C Provide instruction for all transported students in safe practices on and off the bus during the first six (6) weeks of the first semester of the school year.
- F Request authority in writing for transportation of students on field trips and activity trips, or other special trips, and to plan such trips in accordance with policies approved by the Board.

### **Duties and Responsibilities of the Bus Operator**

- A Pass all required physical examinations and meet such requirements as may be prescribed by State law, State Board rules, or Board policy.
- E Be clean and neat in appearance, and to refrain from wearing shoes that are not securely held on the foot.
- C Refrain from use of tobacco while operating the bus, as well as the use of profane language in the presence of the students. Operators shall not use or be under the influence of alcohol, illicit drugs, or any substance that may impair the operator's alertness or performance while on duty. Operators shall not carry firearms while on school board property.
- E Prescribe, in cooperation with the Principal, the seating arrangements of students.
- E Report needed changes in school bus transportation to the Director of Transportation including, but not limited to, bus loads, bus deficiencies, road hazards, routes, and schedules.

Study and observe all laws, rules of the State Board, and policies of the Board relating to transportation.

- C Attend and participate in conferences and training classes for school bus operators, and be prepared at any time to pass successfully a reasonable examination concerning traffic laws, State and local transportation rules, and driving skills.
- F Require that transported students observe all rules prescribed by law, State Board rule, and the policies of the Board.

Maintain order and discipline, under the direction of the Principal, on the part of every passenger.

- . Permit students to leave the bus only at their assigned stop, except upon written authorization of the Principal.
- F Observe all procedures incorporated in the Florida Department of Education Basic School Bus Operator's Curriculum.
- I Instruct transported students in safe riding practices.
- N Require all passengers to remain seated and to keep aisles and exits clear.
- F Participate in emergency evacuation drills at least once each school semester under the direction of the Principal.
- C Use the bus, if it is publicly owned, only to transport students to and from school, except upon specific direction of the Superintendent or the Principal upon written authorization by the Superintendent.

Prepare immediately after every accident involving the bus or a school bus passenger an accident report to be filed with the Director of Transportation.

- C Ascertain and ensure that all persons are off the bus before filling fuel tank.
- F Drive always at a safe speed and never in excess of the legally posted speed limit in business or residential districts, or fifty-five (55) miles per hour outside business or residential districts.
- G Cooperate with duly authorized school officials, mechanics, and other personnel in the mechanical maintenance and repair of the bus, and in overcoming hazards that threaten the safety or efficiency of service.
- H Inspect the bus

(x ) daily prior to the beginning of the first daily trip,

~~( ) prior to the beginning of the first trip each morning and the first trip each afternoon,~~

-

and report any defect affecting safety or economy of operation immediately to authorized service personnel. The inspection shall include all items identified in the procedures related to the mandatory daily inspection in the Basic School Bus Operator Curriculum.

- I Keep the bus clean and neat at all times and not affix any stickers or other unauthorized items to the interior or exterior of buses.
- J Prepare reports, keep all records required, and otherwise assist school officials in mapping bus routes, planning schedules and in obtaining information for a continuous study of all phases of transportation service.
- K Wear a seat belt at all times when the bus is in operation.
- L Use roof-mounted white flashing strobe lights, if the bus is so equipped, whenever headlights are required to be used due to reduced visibility conditions pursuant to F.S. 316.217(1)(b), except that insufficient light due only to the time of day or night shall not require use of the strobe light.
- M Report the following immediately to the Director of Transportation, Principal, or other designated officials:
  - 1 misconduct on the part of any student while on the bus or under the operator's immediate supervision;
  - 2 complaints requiring attention of school authorities;
  - 3 any hazards arising that would offer either an actual or a potential threat to the safety of students in the operator's care;
  - 4 causes for failure to maintain school bus time schedule; and
  - 5 overloaded conditions on the bus that exceed the rated capacity of the bus.

2 Perform a complete interior inspection of each bus after each run and trip to ensure no students are left on board.

A/ Maintain as far as practicable by patient and considerate treatment of parents a feeling of security in the safety of students transported.

The Superintendent shall require that bus operators, and attendants if used, are instructed as to their responsibilities for students who are transported at public expense as follows:

- / The operator or attendant of a bus transporting students shall remain with the bus so that students aboard will be under supervision at all times, except to call for assistance in case of an emergency or accident involving the students or bus.
- E In cases where a student with physical disabilities is unable to leave the area of a student stop without assistance, the school bus operator shall not assume responsibility for such assistance except in an emergency that threatens the safety of such student or students.
- C The operator and attendant (if used) shall be provided certified cardiopulmonary resuscitation (CPR) and first aid training related to along with other required pre-service training prior to transporting students, and shall receive CPR and first aid refresher in-service training at least biennially; however, the operator and attendant (if used) shall not give medicine and shall limit his/her assistance to that which may normally be expected of a reasonable, prudent person or as specified in the student's Individual Educational Plan or Individualized Seizure Action Plan.
- E School bus operators and attendants (if used) shall receive information regarding each affected student's Individualized Seizure Action Plan and appropriate training regarding how to provide recommended care if the student shows symptoms of the epilepsy or seizure disorder, in accordance with F.S. 1006.062. The student's parent and emergency contact information will also be provided to bus operators and attendants.

The Superintendent shall also require that bus operators and attendants are provided instructions, in writing, as to any special conditions or non-medical care which a student may need while on the bus.

Parents, guardians, and students shall be informed at least annually in writing of their responsibilities for the following:

- / to ensure the safe travel of their students during the portions of each trip to and from school and home when the students are not under the custody and control of the District, including during each trip to and from home and the assigned bus stop when the District provides bus transportation;
- E to ensure that students ride only on their assigned school buses and get off only at assigned bus stops, except when the District has approved, upon the request of the parent or guardian, alternative buses or arrangements;
- C to ensure students are aware of and follow the District's adopted Code of Student Conduct while the students are at school bus stops and provide necessary supervision during times when the bus is not present; and
- E to ensure that, when the physical disability of the student renders the student unable to get on and off the bus without assistance, the parent or guardian provides the necessary assistance to help the student get on and off at the bus stop, as required by District policy or the student's individual educational plan.

The Superintendent shall require that bus operators and attendants are provided instructions, in writing, as to any special conditions or non-medical care which a student may need while on the bus.

Further, the Superintendent shall require the Director of Transportation to consider the knowledge, skills, and abilities related to student management techniques, as well as the characteristics of students with disabilities, when selecting or assigning operators and attendants for routes serving ESE students.



Parents, guardians, and students shall be informed at least annually in writing of their responsibilities for the following:

- A. to ensure the safe travel of their students during the portions of each trip to and from school and home when the students are not under the custody and control of the Authority, including during each trip to and from home and the assigned bus stop when the Authority provides bus transportation;
- B. to ensure that students ride only on their assigned school buses and get off only at assigned bus stops, except when the Authority has approved, upon the request of the parent or guardian, alternative buses or arrangements;
- C. to ensure students are aware of and follow the Authority's adopted Code of Student Conduct while the students are at school bus stops and provide necessary supervision during times when the bus is not present;
- D. to ensure that, when the physical disability of the student renders the student unable to get on and off the bus without assistance, the parent or guardian provides the necessary assistance to help the student get on and off at the bus stop, as required by Authority policy or the student's individual educational plan.

Re-adopted 11/8/16  
Revised 8/14/18

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Legal	F.S. 316.183(3)
	F.S. 316.217(1)(b)
	F.S. 1006.21
	F.S. 1006.22
	F.S. 1006.23
	F.S. 1011.68
	F.S. 1012.45
	F.A.C. Chapter 6A-3

**Last Modified by Jacquelin Collins on June 21, 2023**

Book	Policy Manual
Section	Vol. 23, No. 2, Jan. 2023 - Revisions
Title	RELIGIOUS/PATRIOTIC CEREMONIES AND OBSERVANCES
Code	po8800 jc 6/21/23
Status	
Adopted	April 12, 2016
Last Revised	August 14, 2018

## **8800 - RELIGIOUS/AND OTHER /PATRIOTIC CEREMONIES AND OBSERVANCES**

### **A**

Decisions of the United States Supreme Court have made it clear that it is not the province of a public school to advance or inhibit religious beliefs or practices. Under the First and Fourteenth Amendments to the Constitution, this remains the inviolate province of the individual and the church of his/her choice. The rights of any minority, no matter how small, must be protected. No matter how well intended, either official or unofficial sponsorship of religiously-oriented activities by the school are offensive to some and tend to supplant activities which should be the exclusive province of individual religious groups, churches, private organizations, or the family.

District staff members shall not use prayer, religious readings, or religious symbols as a devotional exercise or in an act of worship or celebration. The District shall not act as a disseminating agent for any person or outside agency for any religious or anti-religious document, book, or article. Distribution of such materials on District property by any party shall be in accordance with Policy 7510 and AP 7510A - Use of District Facilities and Policy 9700 and AP 9700 - Relations with Special Interest Groups.

Federal law prohibits the School Board from adopting any policy or rule respecting or promoting an establishment of religion. Further, Federal and State law prohibit the Board from adopting any policy or rule, or from entering into any agreement, prohibiting any student or staff member from the free, individual, and voluntary exercise or expression of the individual's religious beliefs. However, such exercise or expression may be limited to lunch periods or other non-instructional time periods when students and staff are free to associate.

Observance of religious holidays through devotional exercises or acts of worship is also prohibited. Acknowledgment of, explanation of, and teaching about religious holidays of various religions is encouraged. Celebration activities involving nonreligious decorations and use of secular works are permitted, but it is the responsibility of all faculty members to ensure that such activities are strictly voluntary, do not place an atmosphere of social compulsion or ostracism on minority groups or individuals, and do not interfere with the regular school program.

~~Authority staff members shall not use prayer, religious readings, or religious symbols as a devotional exercise or in an act of worship or celebration. The Authority shall not act as a disseminating agent for any person or outside agency for any religious or anti-religious document, book, or article. Distribution of such materials on Authority property by any party shall be in accordance with Policy 7510 and AP 7510A - Use of Authority Facilities and Policy 9700 and AP 9700 - Relations with Special Interest Groups.~~

~~Federal law prohibits the Governing Board from adopting any policy or rule respecting or promoting an establishment of religion. Further, Federal and State law prohibit the Board from adopting any policy or rule, or from entering into any agreement, prohibiting any student or staff member from the free, individual, and voluntary exercise or expression of the individual's religious beliefs. However, such exercise or expression may be limited to lunch periods or other non-instructional time periods when students and staff are free to associate.~~

The Board shall not conduct or sanction a baccalaureate service in conjunction with graduation ceremonies.

At the discretion of the Superintendent, a moment of silence may be provided each school day for prayer, reflection, or meditation upon a moral, philosophical, or patriotic theme. However, under no circumstances shall student be compelled to participate.

~~The flag of the United States shall be raised above each school and/or at other appropriate places during all school sessions, weather permitting. The flag shall be raised before the opening of school and taken down at its close every day.~~

### **Veterans Day**

Furthermore, the Board requires that an observance be scheduled each year on or about Veterans' Day to convey the meaning and significance of that day to all students and staff. The amount of time each school devotes to this observance shall be at least one (1) hour or, in schools that schedule class periods of less than one (1) hour, at least one (1) standard class period.

~~Instructional staff members are authorized to lead students in the Pledge of Allegiance at an appropriate time each school day. No student shall be compelled/required to participate in the recitation of the Pledge. Upon written request by the student's parent, a student shall be excused from reciting the pledge. However, students shall stand, with men removing their headdress except when worn for religious purposes. Each student shall be informed by posting a notice in a conspicuous place that the student has the right not to participate in reciting the pledge. Additionally, the Board prohibits the intimidation of any student by other students or staff for the purpose of coercing participation. A written notice shall be published in the student handbook that a student has the right not to participate in reciting the pledge. Upon written request by his/her parent, the student must be excused from reciting the pledge, including standing and placing the right hand over his/her heart.~~

### **Celebrate Freedom Week**

The last full week of classes in September is recognized in school as Celebrate Freedom Week, and instruction that week will include study of the intent, meaning, and importance of the Declaration of Independence. During that week, principals and teachers will lead students in reciting a portion of the Declaration of Independence. A student will be excused from reciting the Declaration, upon written request by the student's parent, in accordance with State law

Revised 8/14/18

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Legal

F.S. 1000.06

F.S. 1002.20

F.S. 1003.44

F.S. 1003.4505

20 U.S.C. 4071 et seq.

Gregoire vs. Centennial School District 907 F.2d 1366, (3rd Circuit, 1990)

Lee vs. Weisman, 112 S. Ct. 2649, 120 L. Ed.2d 467 (1992)

**Last Modified by Jacquelin Collins on June 21, 2023**

Book	Policy Manual
Section	Vol. 23, No. 2, Jan. 2023 - Revisions
Title	THE AMERICAN FLAG
Code	po8810 jc 6/21/23
Status	
Adopted	April 12, 2016
Last Revised	October 8, 2019

## **8810 - THE AMERICAN FLAG**

### **8810 - THE AMERICAN FLAG, THE FLAG OF THE STATE OF FLORIDA, AND THE OFFICIAL MOTTO OF THE STATE OF FLORIDA**

#### **Salute to the American Flag**

The Pledge of Allegiance to the American Flag shall be rendered daily according to the provisions of F.S. 1003.44.

#### **Display of the American Flag and the Flag of the State of Florida**

##### **A Out-of-Doors (American Flag and the Flag of the State of Florida).**

The flag of the United States shall be displayed daily upon the grounds of each school on a suitable flag staff when the weather permits, except when the school or District is closed for vacation.

The American Flag shall be raised above each school and/or at other appropriate places during all school sessions, weather permitting. The American flag shall be raised before the opening of school and taken down at its close every day.

##### **B In the Classroom (American Flag).**

Each classroom shall display the flag of the United States on an appropriate staff. The flag must be made in the United States, must be at least 2 feet by 3 feet, and must be properly displayed in accordance with Title 4 U.S.C. Flags shall be procured in accordance with F.S. 1000.06(2).

#### **Flying the Flag at Half-Staff**

Etiquette regarding the U.S. Flag says, "The flag is to be flown at half-staff in mourning for designated, principal government leaders and upon **presidential** or **gubernatorial** order."

#### **Pledge of Allegiance**

#### **[CHOOSE OPTION #1 OR #2]**

#### **[OPTION 1]**

**[x ]** Instructional staff members are authorized to lead students in the Pledge of Allegiance at an appropriate time each school day. However, no student shall be compelled/required to participate in the recitation of the Pledge. Additionally, the Board prohibits the intimidation of any student by other students or staff for the purpose of coercing participation. The Superintendent shall develop procedures which ensure that any staff member who conducts this activity does it at an appropriate time, in an appropriate manner, and with due regard to the need to protect the rights and the privacy of a nonparticipating student. A written notice shall be published in ( ) the student handbook **(x ) Code of Conduct** **(a similar publication like the Code of Student Conduct)** **[END OF OPTION]** that a student has the right not to participate in reciting the pledge. Upon written request by the student's parent, the student must be excused from reciting the pledge, including standing and placing the right hand over the student's heart.

## **Display of the Official Motto of the State of Florida**

The official motto of the State of Florida, "In God We Trust", shall be displayed in a conspicuous place in all schools in the District and in each building used by the School Board.

## **Salute to the Flag**

~~The Pledge of Allegiance to the American Flag shall be rendered daily according to the provisions of F.S. 1003.44.~~

## **Display of the Flag**

### **/ Out of Doors**

~~The flag of the United States shall be displayed daily upon the grounds of each school on a suitable flag staff when the weather permits.~~

### **f In the Classroom**

~~Each classroom shall display the flag of the United States on an appropriate staff.~~

## **~~Flying the Flag at Half Staff~~**

~~Etiquette regarding the U.S. Flag says, "The flag is to be flown at half staff in mourning for designated, principal government leaders and upon presidential or gubernatorial order."~~

Revised 10/8/19

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Legal	F.S. 15.0301
	F.S. 1000.06
	F.S. 1001.41
	F.S. 1003.44
	U.S. Public Law No. 623, as amended by U.S. Public Law No. 829

**Last Modified by Jacquelin Collins on June 21, 2023**

Book	Policy Manual
Section	Vol. 23, No. 2, Jan. 2023 - Revisions
Title	ADVERTISING AND COMMERCIAL ACTIVITIES
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Adopted	April 12, 2016

#### **9700.01 - ADVERTISING AND COMMERCIAL ACTIVITIES**

The purpose of this policy is to provide guidelines for the appropriate and inappropriate use of advertising or promoting of commercial products or services to students and parents in the schools.

"Advertising" comes in many different categories and forums and is defined as an oral, written or graphic statement made by the producer, manufacturer, or seller of products, equipment, or services which calls for the public's attention to arouse a desire to buy, use or patronize the product, equipment, or services. This includes the visible promotion of product logos for other than identification purposes. Brand names, trademarks, logos, or tags for product or service identification purposes are not considered advertising.

The Governing Board may permit advertising in Authority facilities or on Authority property in the following categories or forums in accordance with the guidelines set forth herein:

##### **A. Product Sales:**

1. product sales benefiting a district, school or student activity (e.g., the sale of beverages or food within schools);
2. exclusive agreements between the Authority and businesses that provide the businesses with the exclusive right to sell or promote their products or services in the schools (e.g. pouring rights contracts with soda companies);
3. fundraising activities (e.g., short term sales of gift wrap, cookies, candy, etc.) to benefit a specific student population, club or activity where the school receives a share of the profits.

##### **B. Direct Advertising/Appropriation of Space:**

1. signage and billboards in schools and school facilities;
2. corporate logos or brand names on school equipment (e.g., marquees, message boards or score boards);
3. ads, corporate logos, or brand names on book covers, student assignment books, or posters;
4. ads in school publications (newspapers and yearbooks and event programs);
5. media-based electronic advertising (e.g., Channel One or Internet or web-based sponsorship);
6. free samples (e.g., of food or personal hygiene products).

##### **C. Indirect Advertising:**

1. corporate-sponsored instructional or educational materials, teacher training, contests, incentives, grants, or gifts;
2. the Board approves the use of instructional materials developed by commercial organizations such as films and videos only if the education value of the materials outweighs their commercial nature.

The films or material shall be carefully evaluated by the school principal for classroom use to determine whether the films or materials contain undesirable propaganda and are in compliance with the guidelines as set forth above.

##### **D. Market Research:**

1. surveys or polls related to commercial activities;
2. internet surveys or polls asking for information related to commercial activities;

3. tracking students' internet behavior and responses to questions calling for personal identification at one or more websites.

It is further the policy of the Board that its name, students, staff members and Authority facilities shall not be used for any commercial advertising or otherwise promoting the interests of any commercial, political, nonprofit or other non-school agency or organization, public or private, without the approval of the Board or its designee.

Any commercial advertising shall be structured in accordance with the General Advertising Guidelines set forth below. (see AP 9700.01)

### **General Advertising Guidelines**

~~The following guidelines shall be followed with respect to any form of advertising on school grounds:~~

- ~~/ When working together, schools and businesses must protect educational values. All commercial or corporate involvement should be consistent with the Authority's educational standards and goals.~~
- ~~f Any advertising that may become a permanent or semi permanent part of a school requires prior approval of the Superintendent.~~
- ~~C No advertisement shall promote or contain references to alcohol, tobacco, drugs, drug paraphernalia, weapons, or lewd, vulgar, obscene, pornographic, or illegal materials or activities, gambling, violence, hatred, sexual conduct or sexually explicit material, X or R rated movies, or gambling aids. Further, knowingly distributing material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format and/or by any manner to a minor on school property is a felony under State law and is specifically prohibited by the Board.~~
- ~~f No advertisement shall promote any specific religion or religious, ethnic or racial group, political candidate or ballot issue and shall be non proselytizing.~~
- ~~f No advertisement may contain libelous material.~~

~~No advertisement may be approved which would tend to create a substantial disruption in the school environment or inhibit the functioning of any school.~~

- ~~C No advertisement shall be false, misleading, or deceptive.~~
- ~~f Each advertisement must be reviewed in advance for age appropriateness.~~

~~Advertisements may be rejected by the Authority if determined to be inconsistent with the educational objectives of the Authority, inappropriate, or inconsistent with the guidelines set forth in this policy.~~

- ~~. All corporate support or activity must be consistent with the Board's policies prohibiting discrimination on the basis of race, color, national origin, religion, sex, disability, or age, and must be age appropriate.~~
- ~~f Students should not be required to advertise a product, service, company, or industry.~~
- ~~f Advertising will not be permitted on the outside of school buses.~~
- ~~f The Superintendent is responsible for screening all advertising.~~
- ~~f The Superintendent may require that samples of advertising be made available for inspection.~~
- ~~C The inclusion of advertisements in Authority publications, in Authority facilities, or on Authority property does not constitute or imply approval and/or endorsement of any product, service, organization, or activity.~~

### **Accounting**

Advertising revenues must be properly reported and accounted for.

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Legal F.S. 847.012, 1013.10

**Last Modified by Jacquelin Collins on July 11, 2023**

Book	Policy Manual
Section	Vol. 23, No. 2, Jan. 2023
Title	CHARTER SCHOOLS (REJECTED)
Code	po9800
Status	

### **Revised Policy - Vol. 23, No. 2**

#### **9800 - CHARTER SCHOOLS**

F.S. 1002.33 empowers the School Board with oversight responsibility for all charter schools situated within \_\_\_\_\_ County. The Board designates the Superintendent to receive and review all charter applications. The Superintendent shall recommend to the Board the approval or denial of each charter application and charter contract as required by State law. The Board shall have final authority, by majority vote, to approve or deny any application and charter contract.

Approved charter schools are public schools and shall receive goods and services from the Board as required by law and/or specified through a contract with the Board.

If approved, the initial charter shall be for a term of five (5) years, excluding two (2) planning years. The Board may renew charters under the conditions and for terms as set forth in State law.

In addition, a charter school that satisfied the requirements set forth in State law for designation as a high-performing charter school may receive a modification of its term to fifteen (15) years or a fifteen (15) year charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school.

The Board shall enter into a charter with a charter operator and the focus is on three (3) areas of charter school operation: academic accountability, fiscal management, and governance. The Board, as sponsor, shall perform the duties provided in F.S. 1002.33.

Student academic achievement for all students is the most important factor when determining whether to renew or terminate a charter. Additionally, the Board has the right to non-renew or terminate any charter only if the Board expressly finds that one (1) of the following grounds exists by clear and convincing evidence:

- A. fails to participate in the State's education accountability system created in F.S. 1008.31, or fails to meet the requirement for student performance as specified in the charter;
- B. fails to meet generally accepted standards of fiscal management due to deteriorating financial conditions or financial emergencies determined pursuant to F.S. 1002.345; and/or
- C. materially violates the law.

#### **Application Procedure**

[ ] Potential applicants should send letters notifying the Board of their intent to submit an application to open a public charter school not later than July 1st. Such correspondence should be directed to the office of the Superintendent. Failing to send the letter of intent will in no way negatively impact the application.

#### **Final Charter School Application**

The District shall receive and consider charter school applications for charter schools to be opened at a time determined by the applicant. In addition, the Florida Charter School Review Commission, as authorized under F.S. 1002.3301, may solicit and review applications for charter schools to be located in this District. Within three (3) calendar days after an applicant submits an application for a charter school to the Commission for a charter school to be located in this District, the applicant must also provide a copy of the application to the District by submitting it to \_\_\_\_\_.

Within thirty (30) calendar days after receiving a copy of the application, the District may provide input to the Commission on a form prescribed by the Florida Department of Education (FLDOE). If the Commission approves the application, the Board shall enter into a charter contract with the approved charter school applicant and serve as the charter school's sponsor in accordance with state law, rules, this policy, and District procedures.

The following pertains to the submission of a final application:



- A. An individual, teachers, parents, a group of individuals, a municipality, or a legal entity organized under the laws of this State anticipating submission of an application are urged to contact the \_\_\_\_\_ (identify the position or office sponsors should contact) for assistance prior to completion of an application.
- B. Charter school applicants must participate in training provided by the FLDOE before filing an application unless they have participated in qualified training provided by the District.
- C. The Board and/or any of its designees shall not take unlawful reprisal against another Board employee because that employee is either directly or indirectly involved with a charter school application.
- D. Applicants must submit an application on the FLDOE's Standard Florida Charter School Application template and forms.
- E. The Board shall not charge any fees for processing or consideration of a final charter school application. The Board's approval of a charter shall not be predicated on the promise of any future pay of any kind.
- F. The applicant and Board may mutually agree, in writing, to extend the statutory timeline to consider the charter application. Such agreement shall detail the extension date or timeframe.
- G. Charter schools shall not use or bear the name of an existing traditional public, charter, or private/parochial school in \_\_\_\_\_ County.

Applications shall be submitted to:

The Superintendent of Schools

\_\_\_\_\_

\_\_\_\_\_, Florida \_\_\_\_\_

The Board shall review all applications using the evaluation instrument developed by the FLDOE.

## **Application Contents**

### **A. State Application Form**

Applications must be submitted using the Standard Charter School Application form developed and distributed by the FLDOE.

### **B. Statement of Assurances**

#### **[Option 1]**

**[ ]** Applicants are required to sign under the penalties of perjury the Statement of Assurances form contained within the Standard Charter School Application developed and distributed by the FLDOE.

#### **[End of Option 1]**

#### **[Option 2]**

**[ ]** Applicants are required to sign under the penalties of perjury the Statement of Assurances form contained within the Standard Charter School Application developed and distributed by the FLDOE, thereby attesting to the following:

1. The charter school will be nonsectarian in its programs, admission policies, employment practices, and operations.
2. The charter school will enroll any eligible student who submits a timely application unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
3. The charter school will adhere to the antidiscrimination provisions of F.S. 1000.05.
4. The charter school will adhere to all applicable provisions of State and Federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
5. The charter school will adhere to all applicable provisions of Federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
6. The charter school will participate in the Statewide assessment program created under F.S. 1008.22.
7. The charter school will comply with Florida statutes relating to public records and public meetings, including F.S. Chapter 119 and F.S. 286.011 which are applicable to applicants even prior to being granted a charter.
8. The charter school will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.

9. The charter school will provide for an annual financial audit in accordance with F.S. 218.39.

**[End of Option 2]**

**C. Draft Charter**

The application must include a draft of the proposed charter and all forms required by the FLDOE. The information contained in the proposed charter must be in substantially the same format as the Florida Standard Charter Contract Form prescribed by the FLDOE.

**D. Proposed Contracts for Services**

Applicants anticipating a request for District services (i.e., transportation, payroll services, use of facilities, etc.) must include a proposed contract for each service desired.

**Final Application Evaluation Process**

- A. The District shall receive and review all final applications using an evaluation instrument developed by the FLDOE.
- B. The Board shall evaluate all timely applications as submitted. During the evaluation process, 1) applications cannot be amended and 2) missing documentation and unsolicited information will not be accepted or considered. However, as required by law, the Board shall allow the applicant, upon receipt of written notification, seven (7) calendar days to make technical or nonsubstantive corrections and clarifications, including, but not limited to corrections of grammatical, typographical, and like errors or to add missing signatures, if such errors are identified as cause to deny the final application.
- C. The Board shall deny any final application that does not comply with the statutory requirements and/or Board's instructions for charter school applications.
- D. Additional Information
  - 1. The Board may solicit information regarding 1) history and background of individual applicants and/or founding/governing boards and its individual members including, but not limited to, a demonstration of the professional experience or competence of those individuals or organizations applying to operate the charter school or those hired or retained to perform professional services; and 2) the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school. A description of internal audit procedures and the establishment of controls to ensure that the financial resources are properly managed must be included. This information may be used to evaluate the applicant's ability to operate a charter school.
  - 2. The Board may solicit additional information during the review and evaluation of the charter school application such as whether the applicant currently operates charter schools in Florida and if the proposed school will be a replication of an existing school design. This information may be used to evaluate the applicant's ability to operate a charter school.
  - 3. The applicant may provide evidence of prior experience in establishing and operating public charter schools. Evidence of prior experience and success in establishing and operating charter schools shall be weighed in making a determination to recommend approval or denial of an application.

**E. Application Review Committee (ARC)**

The purpose of this committee is to identify deficiencies in the written application and/or areas that require clarification to fully evaluate the quality of the application or the capacity of the group to properly implement the proposed plan.

**[NOTE: The composition of this committee will be District-specific, but should include staff necessary to evaluate the application.]**

The ARC shall be comprised of members of the Superintendent's cabinet or their appropriate designees, school principals and other administrators from the following areas of expertise:

- 1. District/School Operations (chair);
- 2. Charter School Operations;
- 3. Curriculum and Instruction;
- 4. Education (school principal);
- 5. Facilities;
- 6. Financial Operations;
- 7. Human Resources;

8. Management and Compliance Audits (non-voting);

9. Special Education;

10. \_\_\_\_\_;

11. \_\_\_\_\_.

A majority of the entire membership constitutes a quorum for voting purposes. The chair shall be a non-voting member except in case of a tie vote.

Applicants shall be notified and given the opportunity to attend the review. The applicant will be encouraged to have at least one (1) governing board member present. The ARC may, at its sole discretion, evaluate the application without any additional input from the applicant if at least one (1) governing board member of the charter school is not available.

By majority vote, the ARC shall make a recommendation to the Superintendent to approve or deny each application.

All applications will be submitted to the Board by the Superintendent with a recommendation for approval or denial no later than ninety (90) calendar days after the application is received, unless the applicant and the Board mutually agree, in writing, to postpone the vote to a specific date, at which time the Board shall approve or deny the application.

An application submitted by a high-performing charter school that has satisfied the requirements set forth in State law for such designation or a high-performing charter school system as set forth in F.S. 1002.332 may be denied by the Board only if the Superintendent demonstrates by clear and convincing evidence that the application failed to meet one (1) or more of the criteria set forth in F.S. 1002.33(6)(b)(3)(b):

1. The application of a high-performing charter school does not materially comply with the requirements set forth in F.S. 1002.33(3)(a) or, for a high-performing charter school system, the application does not materially comply with F.S. 1002.332(2)(b).
2. The charter school proposed in the application does not materially comply with the requirements in F.S. 1002.33(9).
3. The proposed charter school's educational program does not substantially replicate that of the applicant's high-performing charter school.
4. The applicant has made a material misrepresentation or false statement or concealed an essential or material fact during the application process.
5. The proposed charter school's educational program and financial management practices do not materially comply with the requirements of F.S. 1002.33.

If the Board denies an application submitted by a high-performing charter school or a high-performing charter school system, the specific reasons, based upon the criteria set forth in F.S. 1002.33(3)(b), for the denial shall be provided in writing to the applicant and the FLDOE within ten (10) calendar days after such denial.

#### **Appeal of a Decision to Deny a Final Application**

Pursuant to State law, an applicant may, no later than thirty (30) calendar days after receiving the Board's final order denying a final application or upon the Board's failure to act on a final application, appeal the Board's decision to the State Board of Education. The application shall notify the Board of the appeal.

Such appeals shall be conducted in accordance with F.S. 1002.33(6) and applicable State Board rules.

In accordance with State Board rule, the State Board of Education shall by majority vote accept or reject the decision of the Board no later than ninety (90) calendar days after the appeal is filed. The State Board of Education shall remand the application to the Board with its written decision that the Board approves or deny the application. The Board shall implement the decision of the State Board of Education. The decision of the State Board of Education is not subject to the provisions of the Administrative Procedure Act.

If the Board denies an application submitted by a high-performing charter school or a high-performing charter school system, the Board shall, within ten (10) calendar days after such denial, state in writing the specific reasons, based upon the criteria of F.S. 1002.33 supporting its denial of the final application and must provide the letter of denial and supporting documentation to the applicant and to the Department. The applicant may appeal the Board's denial of the final application in accordance with F.S. 1002.33. If a high-performing charter school or a high-performing charter school system appeals the denial of an application, the State Board of Education shall determine whether the sponsor's denial was in accordance with F.S. 1002.33(b)3.b.

The sponsor shall act upon the decision of the State Board of Education within thirty (30) calendar days after it is received. The State Board of Education's decision is a final action subject to judicial review in the district court of appeal. A prevailing party may file an action with the Division of Administrative Hearings to recover reasonable attorney fees and costs incurred during the denial of the application and any appeals.

#### **Appeal of a Proposed Termination or Nonrenewal of a Charter**

Before a vote on any proposed action to renew, terminate, other than an immediate termination under F.S. 1002.33(8)(c), or to not renew the charter and at least ninety (90) days before the end of the school year the Board shall notify the charter school's governing board in writing of its proposed action to renew, terminate, or not renew the charter. A charter automatically renews with the same terms and conditions if notification does not occur at least ninety (90) days before the end of the school year. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the charter school's governing board may, within fourteen (14) calendar days after receiving the notice, request a hearing. The hearing shall be conducted by an administrative law judge assigned by the Florida Division of Administrative Hearings. The hearing shall be conducted within ninety (90) days after receipt of the request for a hearing and in accordance with F.S. Chapter 120. The administrative law judge's final order shall be submitted to the Board. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the administrative proceeding and any appeals.

The charter school's governing board may, within thirty (30) calendar days after receiving the final order, appeal the decision pursuant to F.S. 120.68.

A charter may be terminated immediately if the Board sets forth in writing the particular facts and circumstances demonstrating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists, that the immediate and serious danger is likely to continue, and that an immediate termination of the charter is necessary. The Board's determination is subject to the procedures set forth in F.S. 1002.33(8, b and c), except that the hearing may take place after the charter has been terminated. The Board shall notify in writing the charter school's governing board, the charter school principal, and FLDOE of the facts and circumstances supporting the immediate termination. The Board shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination, if applicable. Upon receiving written notice from the board, the charter school's governing board has ten (10) calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within sixty (60) days after the date of the request. The administrative law judge shall award reasonable attorney fees and costs to the prevailing party of any injunction, administrative proceeding, or appeal. The sponsor may seek an injunction in the circuit court in which the charter school is located to enjoin continued operation of the charter school if continued operation would materially threaten the health, safety, or welfare of the students.

#### **Charter School Obligations Upon Initial Notification of Nonrenewal, Closure, or Termination of a Charter**

Upon initial notification of nonrenewal, closure, or termination of its charter, a charter school may not expend more than \$10,000 per expenditure without prior written approval from the District unless such expenditure was included within the annual budget submitted to the District pursuant to the charter contract, is for reasonable attorney fees and costs during the pendency of any appeal, or is for reasonable fees and costs to conduct an independent audit.

An independent audit shall be completed within thirty (30) days after notice of nonrenewal, closure, or termination to account for all public funds and assets.

A provision in a charter contract that contains an acceleration clause requiring the expenditure of funds based upon closure or upon notification of nonrenewal or termination is void and unenforceable.

A charter school may not enter into a contract with an employee that exceeds the term of the school's charter contract with the District.

A violation of this section triggers a reversion or clawback power by the District allowing for the collection of an amount equal to or less than the accelerated amount that exceeds normal expenditures. The reversion or clawback plus legal fees and costs shall be levied against the person or entity receiving the accelerated amount.

#### **Charter Contract and Contract Negotiation Process**

A standard charter contract shall be consistent with this policy and approved by the Contract Review Committee to be used as the basis for all charters approved under this policy. All contracts and contract amendments, as approved by the CRC, must be presented to the Board for approval. The charter contract must contain all information set forth in the Florida Standard Charter Contract Form prescribed by the FLDOE. [ ] The charter contract shall also include a provision requiring the charter school to be held responsible for all costs associated with, but not limited to, mediation, damages, and attorney fees incurred by the District in connection with complaints to the Office of Civil Rights or the Equal Employment Opportunity Commission. **[END OF OPTION]**

##### **A. Initial Charter Contract**

1. Initial contract shall be for a term of four (4) or five (5) years unless a longer term is specifically required by law.
2. Before a recommendation regarding whether or not the Board should approve an initial contract, evidence of the following shall be provided:
  - a. Evidence of a proper legal structure (e.g., articles of incorporation, bylaws, municipal charter). The applicant shall be a not for profit organized pursuant to F.S. Chapter 617.
  - b. Except for virtual charter schools, actual locations and evidence that a facility has been secured for the term of the charter, or a deadline for submitting evidence that a facility has been secured. Evidence should include, but is not limited to:
    1. letter of intent from the landlord or mortgagee indicating property usage and term of occupancy;

2. executed lease or certification of occupancy; and/or

3. use or occupational license indicating proper use.

All facilities must meet the requirements set forth in F.S. 1002.33.

#### **B. Charter Contract Negotiations**

The Board shall have thirty (30) days after approval of an application to provide an initial proposed charter contract to the charter school. The applicant and the Board shall have forty (40) days thereafter to negotiate and notice the charter contract for final approval by the Board unless both parties agree to an extension. The proposed charter contract shall be provided to the charter school at least seven (7) calendar days prior to the date of the meeting at which the charter is scheduled to be voted upon by the Board. The Department of Education shall provide mediation services for any dispute regarding this section subsequent to the approval of a charter application and for any dispute relating to the approved charter, except disputes regarding charter school application denials. If either the charter school or the sponsor indicates in writing that the party does not desire to settle any dispute arising under this section through mediation procedures offered by the Department of Education, a charter school may immediately appeal any formal or informal decision by the sponsor to an administrative law judge appointed by the Division of Administrative Hearings. If the Commission of Education determines that the dispute cannot be settled through mediation, the dispute may also be appealed to an administrative law judge appointed by the Florida Division of Administrative Hearings. The administrative law judge has final order authority to rule on issues of equitable treatment of the charter school as a public school, whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute, or on any other matter regarding this section except a charter school application denial, a charter termination, or a charter nonrenewal and shall award the prevailing party reasonable attorney's fees and costs incurred during the mediation process, administrative proceeding, and any appeals to be paid by the losing party.

#### **C. Request to Extend Negotiations/School Opening**

1. The applicant and Board may mutually agree to extend the statutory timeline to negotiate and consider approval of the charter contract for a period not to exceed one (1) year from the approved opening date in the charter school application. Requests shall be submitted, in writing, to Charter School Operations by an authorized agent of the charter school, detailing the reason for the requested extension.
2. In the event that the statutory timeline to negotiate and enter into a charter contract is extended, the applicant shall update its charter school application prior to resuming negotiations with regard to: (1) updated budget; and (2) applicable application revisions necessitated by the delay.
3. The application shall be automatically rescinded, without further action by the Board, if the applicant does not enter into contract negotiations or open the school within: (1) the timeframe specified by law, or (2) the date of extension which has been mutually agreed upon in writing by both parties.
4. A charter school may defer the opening of the school's operations for up to three (3) years to provide time for adequate facility planning. The charter school must provide written notice of such intent to the Board and the parents of enrolled students at least thirty (30) calendar days before the first day of school. In the event that the opening of the approved applicant's charter school is deferred, the applicant shall update its charter school application prior to the opening of the charter school with regard to: (1) updated budget; and (2) applicable application revisions.
5. An approved contract shall be automatically revoked, without further action by the Board, if the applicant does not open the school:
  - a. on the first day of school of the initial school year indicated in the contract; or
  - b. on the first day of the school year indicated in the approved deferral.

#### **D. Charter Contract Amendments/Modifications**

1. A charter may be modified during its term upon the recommendation of the Board or the charter school's governing board and the approval of both parties to the agreement. Changes to the curriculum which are consistent with State standards shall be deemed approved unless the sponsor and the Department of Education determine in writing that the curriculum is inconsistent with State standards. All modifications must be mutual and in writing. Unilateral modification made by the charter school is grounds for termination or non-renewal. Modification during any term may include, but is not limited to, consolidation of multiple charters into a single charter if the charters are operated under the same governing board, regardless of the renewal cycle. A charter school that is not subject to a school improvement plan and that closes as part of a consolidation shall be reported by the District as a consolidation. A request for consolidation of multiple charters must be approved or denied within sixty (60) days after the submission of the request. If the request is denied, the Board shall notify the charter school's governing board of the denial and provide the specific reasons, in reasonable detail, for the denial of the request for consolidation within ten (10) days.
2. Modifications may be considered by the Board for a number of reasons, which may include, but is not limited to, protect the health, safety, or welfare of the students.
3. All contract amendment requests shall be submitted in writing to Charter School Operations by an authorized agent of the charter school. Additional information or documentation may be requested for consideration of any amendment

requests.

4. The charter school shall provide evidence of governing board approval for all proposed amendments (e.g., governing board resolution, governing board meeting minutes).

#### 5. Requirements for Amendment Requests

##### a. Education Program Amendments

Significant changes in the curriculum or changes in grade levels constitute a change in the educational program and shall require an amendment that is mutually acceptable and approved by both parties. Requests for such amendments shall include the following information and supporting documentation:

1. justification for change
2. effective date of the change
3. evidence that financial implications, feasibility, and student access issues have been addressed, including provisions for all required resources, staff, and materials
4. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall notify the Board of any increase in enrollment by March 1st of the school year preceding the increase. The written notice shall specify the grade levels that will be added. Student enrollment may not exceed the capacity of the facility at the time the enrollment increase will take effect. Facility capacity for purposes of expansion shall include any improvements to an existing facility in which the students of the high-performing charter school will enroll. If a charter school notifies the District of its intent to expand, the District shall modify the charter within ninety (90) days to include the new enrollment maximum and may not make any other changes. The District may deny a request to increase the enrollment of a high-performing charter school if the Commissioner of Education has declassified the charter school as high-performing. If a high-performing charter school requests to consolidate multiple charters, the District shall have forty (40) days after receipt of that request to provide an initial draft charter to the charter school. The District and charter school shall have fifty (50) days thereafter to negotiate and notice the charter contract for final approval by the District.

##### b. Location Amendments

1. Changes in locations or addition of location (i.e., relocation, secondary campus, satellite locations) shall include the following information and supporting documentation:
  - a. description of location, including identification as permanent or temporary

If the relocation will be temporary, the request shall include the period of time during which the school will be at the temporary location.
  - b. effective date of the relocation
  - c. evidence that financial implications, feasibility, and student access issues have been addressed
  - d. evidence of parental support for the new facility
  - e. evidence of the school's property interest in the facility (owner or lessee)
  - f. a disclosure affidavit in accordance with F.S. 286.23, if the school leases the facility
2. Nothing in this policy or State law obligates the Board to agree to an increase the number of facilities, campuses, and/or locations associated with a charter school's operations.
3. The charter school shall not change or add facilities or locations at any time during the term of the charter contract without prior approval of the Board through the contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this contract and good cause for termination.
4. If the request for a location amendment involves a facility in which other schools are operating, the names of the school(s), the grade levels, number of classrooms, number of students in each class, and the number of students enrolled in each school shall be included in the request, in addition to the information and documentation described in paragraphs a and b above.
5. No later than thirty (30) days prior to the opening of schools or the initial use of the facility by the school, the school shall have an approved contract and evidence of all necessary permits, licenses, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. A certificate of occupancy or a temporary certificate of occupancy must be provided to

the Board no later than fifteen (15) calendar days before the first day of school.

c. Enrollment Capacity Amendments

Changes to enrollment capacity shall include the following information and supporting documentation:

1. justification for change
2. effective date of the change
3. evidence of proper facility approvals and/or allowable facility capacity
4. evidence that financial implications, feasibility, and student access issues have been addressed
5. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall be required to notify the Board in writing by March 1st of its intent to increase enrollment the following school year. The written notice shall specify the amount of the enrollment increase. The District shall not require a charter school to identify the names of students to be enrolled or to enroll those students before the start of the school year as a condition of approval or renewal of a charter.

6. When a contract is amended or renewed, it shall be updated to comply with this policy and the current standard charter contract or standard virtual charter contract.

**Controlled Open Enrollment**

If a charter school in the District chooses to offer controlled open enrollment, the charter school shall comply with all Florida controlled open enrollment laws (F.S. 1002.31).

**Pre-Opening Requirements**

No later than thirty (30) days prior to the initial use of the facility by the school, the school shall have an approved contract and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. Failure to comply may result in automatic rescission of the contract, with no further action by the Board. A certificate of occupancy or a temporary certificate of occupancy must be provided to the Board no later than fifteen (15) calendar days before the first day of school.

**School Governance/Management**

- A. Charter schools shall organize or be operated by a not-for-profit organized pursuant to F.S. Chapter 617, a municipality, or another public entity, as provided by law.

B. Charter School's Governing Board Requirements

1. The charter school's governing board shall be solely responsible for the operation of the charter school which includes, but is not limited to, school operational policies; academic accountability; and financial accountability.

As required by State law, each charter school's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. Furthermore, this representative must reside in the District in which the charter school is located. The individual serving as the parental involvement representative must reside in the District and may be a governing board member, charter school employee, or an individual with whom the charter school contracts to represent the board in this capacity. If the governing board oversees more than one charter school in the District, a representative to facilitate parental involvement shall be appointed for each school. The name and contact information for the representative must be provided in writing to parents of children enrolled in the charter school at least annually and must also be prominently posted on the charter school's website. Governing board members are not required to reside in the District if the charter school otherwise complies with the terms of this paragraph.

The charter school's governing board shall hold at least two (2) public meetings per school year in the District. The meetings must be noticed, open, and accessible to the public and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative to facilitate parental involvement and the principal or director or his/her equivalent must be physically present at each meeting. Members of the governing board or any member of a committee formed or designated by the governing board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under F.S. Chapter 120.

2. Governing board members must:

- a. notify the Board of changes in membership within forty-eight (48) hours of change; and
- b. successfully fulfill a background check by the Board, as specified by law upon appointment to the governing board.

Costs of background screening shall not be borne by the charter school.

3. Governing board members must develop and approve by-laws that govern the operations of the board and the charter school prior to execution of the charter contract and annually consult with charter school staff to refine overall policy decision-making of the charter school as it regarding curriculum, financial management, and internal controls.
4. Governing board members and their spouses are prohibited by State law from serving as an employee of the charter school or receive compensation, directly or indirectly, from the charter school's operations, including but not limited to: grant funds; lease/mortgage payments; or contracted service fees.
5. Governing board members must participate in FLDOE sponsored charter school governance training to ensure that each board member is aware of his/her duties and responsibilities, pursuant to State Board Rule F.A.C. 6A 6.0784:
  - a. Each governing board member must complete a minimum of four (4) hours of instruction focusing on Government in the Sunshine, conflicts of interest, ethics, and financial responsibility as specified in F.S. 1002.33(9)(k). After the initial four (4) hour training, each member is required, within the subsequent three (3) years and for each three (3) year period after that to complete a two (2) hour refresher training on the four (4) topics above in order to retain his/her position on the charter school board. Any member who fails to obtain the two (2) hour refresher training within any three (3) year period must take the four (4) hours of instruction again in order to remain eligible as a charter school board member.
  - b. New members joining a charter school board must complete the four (4) hour training with ninety (90) days of appointment to the board.

6. Dispute Procedures (Board versus Charter School Governing Board)

Application, nonrenewal, and termination decisions are not subject to this dispute resolution process and must follow the procedures in F.S. 1002.33, Board policy, and the charter contract. Nothing contained herein shall operate to limit a charter school's rights to utilize the dispute resolution procedures set forth in F.S. 1002.33.

- a. The Board and the charter school agree that the existence and the details of a dispute notwithstanding, both parties shall continue without delay their performance under the charter contract, except for any performance, which may be directly affected by such dispute.
- b. Either party shall notify the other party that a dispute exists between them. The notification shall be in writing and shall identify the article and section of the contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the Board and the charter school's director for further consideration and discussion to attempt to resolve the dispute.
- c. Should the representatives named in paragraph b above be unable to resolve the dispute within ten (10) days of receipt of written notification by one to the other of the existence of such dispute, then the matter may be submitted by either party to the Superintendent and to the school's governing board chair for further consideration and discussion to attempt to resolve the dispute.
- d. Should the parties still be unable to resolve their dispute within thirty (30) days of the date of receipt of written notification by one to the other of the existence of such dispute, then either party may proceed with utilizing the dispute resolution procedures set forth in F.S. 1002.33.

7. Conflict Resolution (Charter School versus Parents/Legal Guardians, Employees, and Vendors)

- a. All conflicts between the charter school and the parents/legal guardians of the students enrolled at the charter school shall be handled by the charter school or its governing board. The procedures for handling such conflicts must be set forth in the charter contract.
- b. Evidence of each parent's acknowledgment of the charter school's Parent Conflict Resolution Process shall be available for review upon request by the Board.
- c. All conflicts between the charter school and the employees of the charter school shall be handled by the charter school or its governing board.
- d. All conflicts between the charter school and vendors of the charter school shall be handled by the charter school or its governing board.
- e. The Board shall be provided with the name and contact information of the parties involved in the charter school's conflict resolution process. The Board shall be notified immediately of any change in the contact information.

**C. Management Companies**

1. If a management company or a combination of contracted professionals will be managing the charter school, the contract(s) between the charter school and company(ies) shall be submitted to the Board for review prior to the approval of the charter school's contract. If a decision to hire any of these entities occurs subsequent to the



execution of the charter contract or amendment, the contract(s) between the charter school and company(ies) shall be submitted to the Board at least ten (10) days before any payment is made to any of the entities.

2. Any proposed amendments to the contract with the management company shall be submitted to the Board for approval prior to execution of that amended contract with the management company by the charter school. A copy of all executed contracts must be provided to the Board within the timeframe provided by the charter contract.
3. All management company contracts with the charter school must make it clear that the charter governing body shall retain and exercise continuing oversight over all charter school operations and must contain provisions specifying the ability for the charter school to terminate the contract and must comply with terms as stated in the charter contract between the charter school and the Board. Any default or breach of the terms of the charter contract by the management company(ies) shall constitute a default or breach of the charter contract by the charter school.
4. Neither employees of the management company nor relatives of the management company's employees as defined in F.S. 1002.33 shall serve on the charter school's governing board or serve as officers of the charter school.

#### **D. Voluntary Closure of Charter School**

A charter may be terminated by a charter school's governing board through voluntary closure. The decision to cease operations must be determined at a public meeting. The governing board shall notify the parents and Board of the public meeting in writing before the public meeting. The governing board must notify the Board, parents of enrolled students, and FLDOE in writing within twenty-four (24) hours after the public meeting of its determination. The notice shall state the charter school's intent to continue operations or the reason for the closure and acknowledge that the governing board agrees to follow the procedures for dissolution and reversion of public funds pursuant to Florida law.

#### **Employees of Charter Schools**

A charter school shall employ or contract with employees who have undergone background screening as provided in F.S. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in F.S. 1012.32 upon appointment to the governing board.

A charter school shall disqualify instructional personnel and school administrators, as defined in F.S. 1012.01, from employment in any position that requires direct contact with students if the personnel or administrators are ineligible for such employment under F.S. 1012.315.

Charter school personnel may not appoint, employ, promote, or advance any relative, or advocate for appointment, employment, promotion, or advancement of any relative to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For purposes of this policy, the definition of relative shall be as it is defined in F.S. 1002.33(24)(a)(2).

Full disclosure of the identity of all relatives employed by the charter school shall be in accordance with F.S. 1002.33.

The governing board of a charter school shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators.

The policies must require all instructional personnel and school administrators, as defined in F.S. 1012.01, to complete training on the standards of ethical conduct; establish the duty of instructional personnel and school administrators to report, and procedures for reporting, alleged misconduct by other instructional personnel and school administrators which affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under F.S. 39.203 and 768.095. A charter school, or any of its employees, may not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel or school administrators, or personnel or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide instructional personnel or school administrators with employment references or discuss the personnel's or administrators' performance with prospective employers in another educational setting, without disclosing the personnel's or administrators' misconduct. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced.

Before employing instructional personnel or school administrators in any position that requires direct contact with students, a charter school shall conduct employment history checks of each of the personnel's or administrators' previous employer(s), screen the instructional personnel or school administrators through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the charter school must document efforts to contact the employer.

The Board shall terminate a sponsor's charter if the sponsor knowingly fails to comply with F.S. 1002.33(12)(g).

#### **School Operations**

- A. The Board may not impose any policies or practices to limit charter school enrollment except as may be permitted in accordance with State law. The Board may not impose additional reporting requirements on a charter school as long as the charter school has not been identified as having a deteriorating financial condition or financial emergency under F.S.

1002.345.

- B. The Board may document, in writing, any discrepancies or deficiencies--whether fiscal, educational, or related to school climate--and the steps and timelines for correction and additional monitoring. At a minimum, copies will be provided to the charter school's governing board chair, charter school principal and appropriate Board staff.
- C. The charter school shall obtain the appropriate facility capacity approvals from the jurisdictional authority where the facility is located (i.e., county, municipality, or both). The Board, at its discretion, may accept a letter from the architect of record specifying the capacity if the capacity is not provided by the facility's jurisdictional authority. The Board may withhold monthly payments for FTE that exceed capacity specified by the charter contract or approved facility capacity.
- D. The charter school's calendar will be consistent with the beginning of the Board's calendar for the first school year or at a time determined by the charter school governing board. The charter school must provide instruction for at least the number of days required by law for other public schools and may provide instruction for additional days. Should the charter school elect to provide a summer program, additional school days, or year-round school, the charter school shall notify the Board, in writing, each year to ensure appropriate record keeping.

**E. Student Code of Conduct, Student Handbooks, Parent Contracts, and Application of Board Policies**

- 1. Only the Board may expel a student.
- 2. The charter school may follow the Board's Student Code of Conduct or an alternate code of conduct approved by the Board. The charter school shall provide the Board with a copy of an approved alternate student code of conduct annually. Any amendments must be approved by the Board prior to implementation. Evidence of governing board approval is required for amendments.
- 3. Any student/parent handbooks and parent contracts shall also be submitted to the Board for approval prior to implementation. Any amendments must be approved by the Board, prior to implementation. Evidence of governing board approval is required for amendments.
- 4. The charter school may be required to provide proof of parent/guardian's receipt of a student code of conduct, handbook, or parent contract.
- 5. Violations of parent contracts shall not result in involuntary withdrawal of a student in the same school year of the violations. Violations of the parent contract may result in the student not being re-enrolled or loss of enrollment preference for the following school year.
- 6. The Board shall monitor adherence to the educational and related programs as specified in the approved application, charter, curriculum, instructional methods, any distinctive instructional techniques to be used, reading programs and specialized instruction for students who are reading below grade level, compliance with State standards, assessment accountability, and achievement of long- and short-term goals. An analysis comparing the charter school's standardized test scores to those of similar student populations attending other public schools in the District will also be conducted.
  - a. In the event a charter school earns a grade of D or F in the grading system set forth in State law, the director and a representative of the governing board of the charter school shall appear before the Board to present information concerning each contract component having noted deficiencies and shall prepare and submit to the Board for approval a proposed School Improvement Plan to raise student achievement. The proposed School Improvement Plan must meet the requirements set forth in State law. The charter school shall implement the proposed School Improvement Plan once approved by the Board.
  - b. If a charter school earns three (3) consecutive grades of D, two (2) consecutive grades below a C, the charter school governing board shall take corrective action as set forth in F.S. 1002.33. The corrective action must be implemented in the school year following receipt of a third consecutive grade of D, a grade of F following two (2) consecutive grades below a C. If the charter school does not improve to a C or higher after two (2) full school years of implementing the corrective action, the charter school must select and implement a different corrective action in accordance with F.S. 1002.33. If the charter school does improve to a C or higher, it is no longer required to implement the corrective action; however, the charter school must continue to implement strategies identified in the School Improvement Plan.
  - c. Upon publication by the FLDOE of the list of charter schools that meet the criteria set forth in paragraphs I.2.a. and b. above, the Board shall notify, in writing, each charter school in the District that appears on the list that it is required to submit a School Improvement Plan and to appear before the Board. Pursuant to State Board rule, such notification may be delivered electronically, provided there is proof of receipt.

The notification shall include the following:

- 1. The date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school governing board shall appear before the Board. For purposes of this requirement, director shall mean charter school director, principal, chief executive officer, or other management personnel with similar authority. The appearance shall be no earlier than thirty (30) calendar days and no later than ninety (90) calendar days after the Board's notification is received by the charter school.

2. The date by which the charter school must submit its proposed School Improvement Plan to the Board for review by staff, which shall be no earlier than thirty (30) calendar.
3. Whether the charter school is required to select a corrective action.
- d. The Board shall notify the charter school, in writing, within ten (10) calendar days of its decision to approve or deny the School Improvement Plan.
  1. The Board may deny a School Improvement Plan if it does not meet the requirements of State law. If denied, the Board shall provide the charter school, in writing, the specific reasons for denial and the timeline for its resubmission.
  2. Either the charter school or the Board may request mediation pursuant to State law if the parties cannot agree on a School Improvement Plan.
- e. As required by State law, the Board will review the School Improvement Plan annually to monitor the charter school's continued improvement.
  1. The director and a representative of the governing board of the charter school shall appear before the Board at least once per year to present information regarding the progress of intervention and support strategies implemented by the charter school pursuant to the School Improvement Plan and, if applicable, to review the corrective actions taken pursuant to I.2.c above.
  2. At the meeting, the Board will identify the services that the District will provide to the charter school to assist the charter school in addressing its deficiencies, and following the meeting, these services will be communicated, in writing, to the director.
  3. A charter school that improves at least one (1) letter grade is not required to submit a new School Improvement Plan but must continue to implement the strategies identified in the approved School Improvement Plan and continue to report annually to the Board. The Board shall notify, in writing, each charter school implementing a School Improvement Plan of the requirement to appear before the Board to present information regarding the progress of the approved School Improvement Plan. The notification shall include the date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school shall appear.
- f. A charter school's contract shall be automatically terminated if the school earns two (2) consecutive grades of F after all school grade appeals are final, unless one of the exceptions set forth in State law is applicable. If no exceptions apply, the Board will notify the charter school's governing board, the charter school principal, and FLDOE in writing when the charter contract is terminated under this subparagraph.
- g. The laws applicable to School Improvement Plans and corrective actions do not limit the Board's authority to terminate the charter at any time in accordance with State law.

7. The charter school shall make annual progress reports to the Board.

8. Exceptional Student Education (ESE).

- a. The Board is the Local Educational Agency (LEA) for all Board-approved charter schools and will serve ESE students in the same manner as students attending other public schools in the District. ESE students attending Board-approved charter schools shall be provided supplementary and related services on site at the charter school to the same extent to which the Board has a policy or practice of providing such services on site to its other public schools. The Board shall provide funds under Part B of the IDEIA to Board-approved charter schools on the same basis as the School District provides funds to the Board's other public schools.
- b. ESE students will be educated in the least restrictive environment. The charter school shall ensure that ESE students are provided with programs and services implemented in accordance with Federal, State, and local policies and procedures and specifically the IDEIA, Section 504 of the Rehabilitation Act of 1973, and other related statutes and State Board of Education rules. If an IEP team determines that the charter school cannot meet the needs of an ESE student, the charter school and the Board agree to provide the ESE student with the appropriate placement as determined by the IEP team in accordance with State and Federal law.
- c. The Board shall provide ESE administration services to charter schools which shall be set forth in more detail in the charter.

**[NOTE: CHOOSE ONE (1) OF THE FOLLOWING TWO (2) OPTIONS]**

**[ ] [OPTION 1]**

d. With respect to the provisions of special education and related services:

1. The Board shall be responsible for conducting initial evaluations of students referred for potential special education and gifted placement in accordance with Federal and State statutes.

2. The charter school shall deliver all educational and related services indicated on a student's IEP, Section 504 Plan, or EP. The Board may provide related services through a separate contract between the charter school and the Board. The charter school shall also be responsible for all reevaluations.
3. The Board shall appoint an "ESE Staffing Specialist" who may, at the Board's discretion, attend all IEP meetings and meetings related to the provision of special education and related services to charter school students. The charter school must provide notice to the ESE Staffing Specialist of all such meetings. The ESE Staffing Specialist shall serve as the LEA representative at all meetings.
4. The charter shall further set forth the specific roles and responsibilities of the charter school and the Board with respect to exceptional student education.

**[END OF OPTION 1]**

**( ) [OPTION 2]**

- d. With respect to the provision of special education and related services, the charter shall set forth the specific roles and responsibilities of the charter school and the Board with respect to exceptional student education.

**[END OF OPTIONS]**

- e. Non-compliance may result in the Board's withholding of subsequent payments to the charter school without penalty of interest (including State capital payments) and may result in non-renewal or termination for good cause.
9. English Language Learners (ELL). -- Students who are of limited proficiency in English will be served by ESOL certified personnel. The charter school shall demonstrate an understanding of State and Federal requirements regarding the education of English language learners, be committed to serving the full range of needs of ELL students, create and implement sound plans for educating ELL students that reflect the full range of programs and services required to provide all students with a high quality education, and demonstrate capacity to meet the school's obligations under State and Federal law regarding the education of ELL students.
10. The Board may, in accordance with State law, require all charter schools to submit to the Board a school improvement plan to ensure a plan to maintain or raise student academic achievement within the timelines specified by the Board and the FLDOE.

**F. Financial Accountability**

1. Financial Policies: The charter school shall establish and implement accounting and reporting policies, procedures, and practices for maintaining complete records of all receipts and expenditures. The charter school shall provide a copy of these policies to the Board annually.
2. Payments to charter schools by the Board
  - a. The Board shall make timely and efficient payment and reimbursement to charter schools, including processing paperwork required to access special State and Federal funding for which they may be eligible. Payments of funds as described in F.S. 1002.33(17)(b) shall be made monthly or twice a month, beginning with the start of the Board's fiscal year. Each payment shall be 1/12 or 1/24, as applicable, of the total State and local funds described in F.S. 1002.33(17)(b) as adjusted. For the first two (2) years of the charter school's operation, if a minimum of seventy-five percent (75%) of the projected enrollment is entered into the Board's student information system by the first day of the current month, the Board shall distribute funds to the charter school for the months of July through October based on the projected full-time equivalent student membership of the charter school as submitted in the approved application. If less than seventy-five percent (75%) of the projected enrollment is entered in the Board's student information system by the first day of the current month, the Board shall base payments on the actual number of student enrollment entered into the sponsor's student information system. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year. The payments shall be issued no later than ten (10) working days after the Board receives a distribution of State or Federal funds or the date the payment is due pursuant to F.S. 1002.33(17)(e). Timing of receipt of local funds by the Board shall not delay payment to the charter school of the funds identified in F.S. 1002.33(17)(b). If the Board has not received its allocation due to its failure to submit an approved District salary distribution plan, the Board must still provide each charter school within the District that has submitted a salary distribution plan its proportionate share of the allocation.
  - b. Capital Outlay Payments – The Board shall make payments to the school upon receipt of all required supporting documentation as referenced in section 8.h. – Capital Outlay Payment Process. Charter schools must be located in the State of Florida to be eligible for public educational capital outlay (PECO) funds.
  - c. Miscellaneous Payments – The Board shall make timely miscellaneous payments to the charter school upon receipt of funding from FLDOE for various programs including Title I and MAP. The Board's payment is subject to the charter school's fulfillment of its responsibilities under the applicable State and Federal laws.

Unless otherwise mutually agreed to by the charter school and the District, and consistent with State and

Federal rules and regulations governing the use and disbursement of Federal funds, the District shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for Federal funds available to the District for the benefit of the charter school, the charter school's students, and the charter school's students as public school students in the District. Such Federal funds include, but are not limited to, Title I, Title II, and Individuals with Disabilities Education Act (IDEA) funds. To receive timely reimbursement for an invoice, the charter school must submit the invoice to the District at least thirty (30) days before the monthly date of reimbursement set by the District. In order to be reimbursed, any expenditure made by the charter school must comply with all applicable State rules and Federal regulations, including, but not limited to, the applicable Federal Office of Management and Budget Circulars, the Federal Education Department General Administrative Regulations, and program-specific statutes, rules, and regulations. Such funds may not be made available to the charter school until a plan is submitted to the District for approval of the use of the funds in accordance with applicable Federal requirements. The District has thirty (30) days to review and approve any plan submitted pursuant to this paragraph.

d. Conditions for Non-payment – The Board may withhold payment, without penalty of interest, for violation of law or as specified in the charter school contractual agreement. This includes, but is not limited to: failure to comply with financial requirements, failure to provide proper banking wiring instructions, exceeding contracted enrollment capacity, and failure to submit a timely annual audit.

1. Selection Procedures -- Charter schools shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit pursuant to the processes described in F.S. 218.39 and 218.391, which includes, but is not limited to: the establishment of an audit committee and request for proposal (RFP) for audit services, public advertisement of RFP, and development of evaluation and selection criteria.

2. Requirements -- Pursuant to F.S. 218.391, the procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. An engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

a. a provision specifying the services to be provided and fees or other compensation for such services

b. a provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract

c. a provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed

e. Failure to comply with the timely submission of all financial statements in the required format specified by the Board, shall constitute a material breach of the charter contract and may result in the Board's withholding of subsequent payments to the charter school without penalty of interest, (including state capital payments), and may result in non-renewal or termination for good cause.

### 3. Capital Outlay Funding

Pursuant to F.S. 1013.62(5), the application for, approval of, and process for documenting expenditures from charter school capital outlay funds shall be in accordance with the procedures and requirements specified by the Commissioner of Education.

Before receiving capital outlay funds the charter school governing board must enter into a written agreement with the Board. Such agreement must provide for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the Board, as provided for in F.S. 1013.62(4) if the charter school terminates operations. Any funds recovered by the State shall be deposited in the General Revenue Fund.

As required by State law, the Board shall remit capital outlay funds to a charter school no later than February 1st of each year, as required by F.S. 1002.32(3)(e), based on the amount of funds received by the Board.

### 4. Review and Audit

a. The Board has the right at any time to review and audit all financial records of the charter school to ensure fiscal accountability and sound financial management pursuant to F.S. 1002.33. The charter school shall provide the Board with a copy of the management letter from any audits as well as any responses to the auditor's findings with a corrective plan that shall be prepared and submitted within thirty (30) days from the date of the management letter.

b. Deteriorating Financial Condition and Financial Emergencies (F.S. 1002.345)

1. Deteriorating Financial Condition – "Deteriorating financial condition" means a circumstance that significantly impairs the ability of a charter school or a charter technical career center to generate enough revenues to meet its expenditures without causing the occurrence of a condition described in F.S. 218.503(1).

- a. A charter school shall be subject to an expedited review by the Board upon the occurrence of any of the conditions specified in F.S. 1002.345(1)(a)(1)-(4).
  - b. The Board shall notify the governing board within seven (7) business days after one or more of the conditions set forth in F.S. 1002.345(1)(a)(1)-(4) are identified or occur.
  - c. The governing board and the Board shall develop a corrective action plan and file the plan with the Commissioner of Education within thirty (30) business days after notification is received as provided in paragraph 9(b)(1)(b) herein. If the governing board and the Board are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan.
  - d. Failure to implement the corrective action plan within one (1) year shall result in additional action prescribed by the State Board of Education, including the appearance of the chair of the governing board before the State Board of Education.
2. **Financial Emergency** – If a financial audit conducted by a CPA in accordance with F.S. 218.39 reveals that one (1) or more of the conditions in F.S. 218.503(1) have occurred or will occur if action is not taken to assist the charter school, the auditor shall notify the governing board of the charter school, as appropriate, the Board, and the Commissioner of Education within seven (7) business days after the finding is made. If the charter school is found to be in a state of financial emergency pursuant to F.S. 218.503(4), the charter school shall file a financial recovery plan pursuant to F.S. 218.503 with the Board and the Commissioner of Education within thirty (30) days after being notified by the Commissioner of Education that a financial recovery plan is needed.
3. Annual progress of the corrective action plans and/or financial recovery plans shall be included in an annual progress report to the Board.
4. The Board may require periodic appearances of governing board members and charter school representative.
- c. A Financial Recovery Plan Staff Group (FRSG) shall be appointed by the Board and convened to review and monitor financial statements, corrective action plans and financial recovery plan(s) submitted by the charter school(s). The FRSG shall report progress and when applicable, make recommendations to the Chief Auditor. At least one (1) representative of the charter school must be available to answer questions.
- 1. The FRSG shall be comprised of staff members from Financial Operations, Charter School Operations, and, when appropriate, the Office of Management and Compliance Audits.
  - 2. The Chief Auditor will present the FRSG's recommendation to the Board's independent Audit Committee for review and recommendation to the Board.
  - 3. Inability to cure a deteriorating financial condition and/or status of financial emergency may result in termination of the charter school contract.

## 5. Grants

- a. If the Board is required to be the fiscal agent for a grant, the charter school shall comply with the Board's grant procedures as indicated in the charter contract.
- b. The Board shall receive written approval from the charter school to include the charter school in a District-wide grant. The appropriate pro-rata share of grants will be allocated to the charter school, as defined by the grant awarded.
- c. The charter school is required to maintain adequate records to support grant-funded programs for the minimum years prescribed by the law. The Board may review these records, upon reasonable notice.

## 6. Health, Safety, and Welfare of Staff and Students

Carefully planned and executed fire exit drills shall be conducted at the beginning of each semester, at times designated by the principal, following instruction of all classes regarding exits to be used in case of fire. At least one (1) fire exit drill shall be conducted every month school is in session. Any emergency evacuation drill (e.g., crisis event), completely performed, may be substituted for a required fire exit drill in a given month. All drills and all deficiencies affecting egress shall be documented in writing.

Inspections of all buildings including educational facilities, ancillary plants, and auxiliary facilities for casualty safety, and sanitation shall be conducted at least once during each fiscal year. Conditions that may affect environmental health and safety or impair operation of the plant will be reported, with recommendations for corrective action.

Each school cafeteria must post in a visible location and on the school website the school's semiannual sanitation certificate and a copy of its most recent sanitation inspection report.

Under the direction of the fire official appointed by the Board, fire-safety inspections of each educational and ancillary

plant located on property owned or leased by the charter school's governing board, or other educational facilities operated by the charter school's governing board, shall be made no sooner than one (1) year after issuance of a certificate of occupancy and annually thereafter. Such inspections shall be made by persons properly certified by the Division of State Fire Marshal to conduct fire-safety inspections in public educational and ancillary plants.

A copy of the fire safety inspection report shall be submitted to the Board and the county, municipality, or independent special fire control district providing fire protection services to the school facility within ten (10) business days after the date of the inspection, in accordance with Florida statute.

Alternate schedules for delivery of reports may be agreed upon between the charter school's governing board, the Board, and the county, municipality, or independent special fire control district providing fire protection services to the site in cases in which delivery is impossible due to hurricanes or other natural disasters. Regardless, if immediate life-threatening deficiencies are noted in the report, the report shall be delivered to the Board and to the county, municipality, or independent special fire control district providing fire protection services immediately.

#### **G. Charter School Website**

Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to F.S. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.

#### **H. Resolution of Student Health, Safety, or Welfare Complaints**

In the event a parent of a student in a District charter school is unable to resolve a student health, safety, or welfare complaint under F.S. 1001.42(8)(c) with the charter school's principal or designee, the following procedures shall be utilized to resolve the dispute:

##### **[CHOOSE EITHER OPTION 1 OR OPTION 2]**

##### **[ ] OPTION 1**

- 1. The District's \_\_\_\_\_ will obtain a copy of the parent's complaint from the charter school and all supporting documentation.
- 2. The District's \_\_\_\_\_ will communicate with the parent and charter school principal or designee within ( ) twenty-one (21) days ( ) \_\_\_\_\_ days of obtaining the information in paragraph 1 in an attempt to resolve the complaint. The District's \_\_\_\_\_ may also choose to meet collectively with the parent or charter school principal or designee.
- 3. If the parent's complaint is not resolved after the communications identified in paragraph 2, and no later than thirty (30) days from receipt of the parent's complaint, the District will provide the parent with a notice containing a written statement(s) of the reason(s) for not resolving the complaint.

##### **[END OF OPTION 1]**

##### **[ ] OPTION 2**

**[Insert District's process for resolving complaints in accordance with F.A.C. 6A6.0791.]**

##### **[END OF OPTION 2]**

The \_\_\_\_\_ shall be responsible for responding to inquiries from the FLDOE regarding a request for an appointment of a Special Magistrate for charter school student complaints.

Within five (5) days of receipt of notice that a parent has requested the appointment of a Special Magistrate pursuant to F.A.C. 6A-6.0791, the District will provide to the FLDOE a statement addressing whether any of the grounds for dismissal as described in F.A.C. 6A-6.0791(7)(b) apply to the parental request for appointment of a Special Magistrate.

Additionally, the District will expeditiously contract for payment of a Special Magistrate appointed by the Commissioner of Education and notify the FLDOE within no more than twenty (20) days after receiving notice of the appointment of a Special Magistrate that an agreement has been reached for payment with the appointed Special Magistrate.

All costs incurred by the District for revising and responding to a parent complaint under this section is a service provided by the District to the charter school. The charter school shall be responsible for the District's actual costs unless a different amount is mutually agreed to by the District and charter school in a contract negotiated separately from the charter.

#### **Board Annual Report Submission**

The Board shall submit an annual report to the FLDOE in a web-based format to be determined by the FLDOE. The report shall include the:

- A. number of applications received during the school year and up to August 1st and each applicant's contact information;
- B. date each application was approved, denied, or withdrawn; and
- C. date each final contract was executed.

Each year, by November 1, the Board shall submit to the FLDOE the information set forth in A through C for the previous year.

#### **Facilities**

No later than January 1st, the FLDOE shall annually provide to the District a list of all underused, vacant, or surplus facilities owned or operated by the District as reported in the Florida Inventory of School Houses. The District may provide evidence to FL DOE that the list contains errors or omissions within thirty (30) days after receipt of the list. By each April 1st, FLDOE shall update and publish a final list of all underused, vacant, or surplus facilities owned or operated by the District, based upon updated information provided by the District. A hope operator establishing a school of hope may use an educational facility identified in this section as prescribed in F.S. 1002.33(7)(d).

#### **Nonexclusive Interlocal Agreements**

The Board may enter into nonexclusive interlocal agreements with Federal and State agencies, counties, municipalities, and other governmental entities that operate within the geographical borders of the District to act on behalf of such governmental entities in the inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions that a charter school needs in order for development, construction, or operation. A charter school may use, but may not be required to use, the District for these services. The interlocal agreement must include, but need not be limited to, the identification of fees that charter schools will be charged for such services. The fees must consist of the governmental entity's fees plus a fee for the Board to recover no more than actual costs for providing such services. These services and fees are not included within the services to be provided pursuant to F.S. 1002.33(20). Notwithstanding any other provision of law, an interlocal agreement, or ordinance that imposes a greater regulatory burden on charter schools than on the District or that prohibits or limits the creation of a charter school is void and unenforceable. An interlocal agreement entered into by the District by the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools.

#### **Services**

The Board will provide certain administrative and educational services to charter schools. These services shall include contract management services; full-time equivalent and data reporting services, exceptional student education administration services; services related to eligibility and reporting duties required to ensure that school lunch services under the National School Lunch Program, consistent with the needs of the charter school, are provided by the Board at the request of the charter school, that any funds due to the charter school under the National School Lunch Program be paid to the charter school as soon as the charter school begins serving food under the National School Lunch Program and that the charter school is paid at the same time and in the same manner under the National School Lunch Program as other public schools serviced by the Board; test administration services, including payment of the costs of State-required or Board-required student assessments; processing of teacher certificate data services; and information services, including equal access to the sponsor's student information systems that are used by public schools in the District. Student performance data for each student in a charter school, including, but not limited to, State-mandated testing scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Board to a charter school in the same manner provided to other public schools in the District.

The Board may withhold an administrative fee for the provision of such services which shall be a percentage of the available funds defined in F.S. 1002.33(17)(b) calculated based on weighted full-time equivalent students. If the charter school services seventy-five percent (75%) or more exceptional education students as defined in F.S. 1003.01(3), the percentage shall be calculated based on unweighted full-time equivalent students. The administrative fee shall be calculated as follows:

- A. Up to five percent (5%) for the following:
  - 1. enrollment of up to and including 250 students in a charter school as defined in F.S. 1002.33(20);
  - 2. enrollment of up to and including 500 students within a charter school system which meets all of the following:
    - a. includes conversion charter schools and nonconversion charter schools;
    - b. has all of its schools located in the same county;
    - c. has a total enrollment exceeding the total enrollment of at least one school district in Florida;
    - d. has the same governing board for all of its schools; or
    - e. does not contract with a for-profit service provider for management of school operations;
  - 3. enrollment of up to and including 250 students in a virtual charter school; and,
  - 4. Up to two percent (2%) for enrollment of up to and including 250 students in an exceptional student education center that meets the requirements of the rules adopted by the State Board of Education pursuant to F.S. 1008.3415(3).



B. Up to two percent (2%) for enrollment of up to and including 250 students in a high-performing charter school as defined in F.S. 1002.331.

The Board will not charge charter schools any additional fees or surcharges for administrative and educational services in addition to the maximum percentage of administrative fees withheld pursuant to this policy. The Board will not charge or withhold any administrative fee against a charter school any funds specifically allocated by the Legislature for teacher compensation.

The Board shall provide the FLDOE by no later than September 15th of each year the total amount of funding withheld from charter schools pursuant to this policy and Florida law for the prior fiscal year.

If goods and services are made available to the charter school through the contract with the Board, they shall be provided to the charter school at a rate no greater than the Board's actual cost unless mutually agreed upon by the charter school and the Board in a contract negotiated separately from the charter. When mediation has failed to resolve disputes over contracted services or contractual matters not included in the charter, an appeal may be made to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the mediation process, administrative proceeding, and any appeals to be paid by the party whom the administrative law judge rule against. To maximize the use of State funds, the Board shall allow charter schools to participate in the sponsor's bulk purchasing program if applicable.

The governing body of the charter school may provide transportation through an agreement or contract with the Board. The charter school and the Board shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter.

### **School Safety Requirements**

Each charter school in the District must comply with the requirements of F.A.C. 6A-1.0018 and Florida law pertaining to school safety, including the requirement that charter schools coordinate with the District's School Safety Specialist. See also, Board Policy 8405 (*School Safety and Security*) and Policy 8407 (*Safe-School Officers*).

### **Interpretation**

If a court or agency of competent jurisdiction invalidates any provision of this policy or finds a specific provision to be in conflict with the Florida Constitution, Florida statutes, the Florida Administrative Code, or any rule or policy prescribed by the FLDOE, then all of the remaining provisions of this policy shall continue unabated and in full force and effect.

In the event that an existing charter school contract provision is found to be inconsistent with this policy, the charter contract provision prevails. Any charter approved after the adoption of this policy is required to be fully consistent with this policy.

F.S. 39.203  
F.S. Chapter 120  
F.S. 218.39  
F.S. 218.391  
F.S. 218.503  
F.S. 286.23  
F.S. 768.095  
F.S. 1001.10  
F.S. 1001.41  
F.S. 1002.31  
F.S. 1002.33  
F.S. 1002.3301  
F.S. 1002.345  
F.S. 1008.31  
F.S. 1008.34  
F.S. 1011.60  
F.S. 1012.01  
F.S. 1012.315  
F.S. 1012.32  
F.S. 1013.12  
F.A.C. 6A-1.0081  
F.A.C. 6A-1.099827  
F.A.C. 6A-2.0020  
F.A.C. 6A-6.0781  
F.A.C. 6A-6.0784  
F.A.C. 6A-6.0786  
F.A.C. 6A-6.07862  
F.A.C. 6A-6.0787  
F.A.C. 6A-6.0791

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F.A.C. 6A-6.07862  
F.A.C. 6A-6.0787