



## Executive Summary

### OUR CHILDREN'S CHARTER SCHOOL FOR PREK, ELEMENTARY, AND MIDDLE STUDENTS

AUG 1. 2014

In 2001, Our Children's Rehab Center, Inc., (OCRC), was created to provide quality therapy services to children in the central and eastern sections of Polk County. The Red Balloon became that symbol of support for Our Children just like our therapists and now our educators provide the hope to parents and children who struggle to negotiate the barriers of communication, mobility, independent functioning, and emotional regulation and thus reduce their handicapping conditions. Those staff working at Our Children's care deeply for the children they serve. This organization strives to provide a safe, nurturing, and progressive learning environment where children with special needs show gains in learning with the ultimate goal of becoming employed and productive where their skills allow them to be as independent as possible.

Our Children's Rehab Center, Inc. has made great strides in providing quality therapy services to children with special needs in the central and eastern sections of Polk County. It is our intent to expand the success of our program into other communities while also expanding the grade structure. It is our ultimate goal to build a continuum of services through the 12<sup>th</sup> grade in an effort to prepare Our Children for life and pursue their own personal goals.

In order to deliver an innovative ESE service model, which encompasses both therapeutic and academic interventions, a charter school venue may prove to be the first avenue of exploration for this particular population. Initially charter schools were developed to meet the demands of competitiveness for services not offered to the mainstream. However, since their inception, charter schools have taken off in a different vein, extracting higher performing students from the public schools and leaving the lowest performing for the system to manage.

Unlike those models, Our Children's is one of the most honorable programs for charter schools and lies outside of the mainstream because it is one that functions differently. It brings together the parameters of the ESE matrix of services of education and with the services offered through the health industry it delivers maximum benefits to students causing relevant and rigorous growth both therapeutically and academically. (Please see OCA data within the charter application to acknowledge growth for this ESE population.)

ESE students, when taught and offered therapies within a relevant setting, make gains

just as regular standard curriculum students in relevant learning environments. However, setting outside the norm of “pull out” therapies is one not easily understood by many; nor, is it one conducive to large school districts that are challenged to maintain governance over the quality of therapy delivered by subcontractors, although all are well meaning.

Since its inception, Our Children’s organization moves forward in its knowledge base and it has increased in not only the understanding of how to better assimilate therapy and educational services, but also, how important career aspirations are to our parents and their students. Therefore, we move forward, we will be developing this mindset, as appropriate for the different grade levels and different functioning abilities, based on the students’ talents and the needs of the community’s work force.

This model can be expanded to many of the communities within the county or state.

In 2006, OCRC founded its first charter school, Our Children’s Academy, with 18 students with special needs. Since that time, the school has grown in capacity to 215 students and demonstrated efficacy of the unique program design as evidenced by the 2010-2011 and 2011-2012 FCAT and FAA results where the ESE students performed at the 50% level in reading and math. Prior to those dates, the student enrollment of the charter school was too young and small to report aggregate testing results. The academic scores for later years showed a significant decrease (50% to 29%) in performance after the board changed the leadership resulting in a compromise in the fidelity of the program.

Although the change of leadership by the board to put a principal in place who did not understand the intricacies of the therapeutic and educational model as well as the complexity of the business model was painful and the children’s learning was compromised, this circumstance proved to be a breakthrough learning experience. It became abundantly apparent that the leadership needs for the Our Children’s organization had to be a 21<sup>st</sup> Century model of a collaborative Leadership Team where a group of professionals, each bringing their area of expertise to the table, comprise the administrative structure under the steerage of an Executive Director. This Executive Director would be responsible for the business operation of the charter, much like a District Office, while the Leadership Team would be responsible for the day-to-day management of the various components of this unique intervention model. Peter Senge in his research refers to this design as a “Learning Organization” where collaboration is the synergy that drives the success rather than one autocratic figurehead. Each Leader provides their fellow colleagues with an opportunity to learn about their areas of expertise and children benefit by the reinforcement of many professionals at the classroom level. Those Leaders responsible for the supervision of the teachers and paraprofessionals would be designated as the supervisors referred to in Senate Bill 736 where the Florida Legislature has placed the accountability of student outcomes squarely on the shoulders of the educators and those who mentor them. Thus these Leaders would be designated as the “principal role” in the Marzano program evaluation design.

Senge's "Learning Organization" also engineers redundancy within the leadership thus providing stability over time and a succession plan for many years to come.

Our philosophy is to build literacy through functional learning in a collaborative teaching model that incorporates educators, therapists, and behavioral specialists both in the classroom and in the community. Students are provided with the most natural learning experiences thus helping the child see the relevance for school and options for their future.

The following documents outline the Educational Plan of the school to include the mission, guiding principles, target population, educational design, curriculum plan, student performance, assessment, and evaluation. In addition, this document addresses the educational plan for the Exceptional Students' and those at risk holding a 504 plan, which is 100% of our school population. The overall view of the plan is to provide the best possible learning tools for our special classified students while incorporating life learning skills by having some of the students socialize with normally developed students, given the broad range of academic potential our students possess. Additionally, through community outings, our students have the opportunity to meet workers and neighbors in their community. Unlike traditional ESE centers where the student population is at the supportive and participatory levels, Our Children's prides itself with meeting a broad range of student's with special needs including those at the independent level who may score high on statewide assessments but lack the social and emotional skills necessary for success in life.

The Organizational Plan of this document discusses the governance, management, education service provider, employment, parent and community support and partnerships, and student recruitment and enrollment. The Board of Trustees will complete governance training with the Department of Education.

The Business Plan outlines the facilities, transportation, food service, budget, financial management and oversight, and the action plan. Previous knowledge of the redline budget process and success in building a healthy financial reserve as evidenced by previous audit reports demonstrates a readiness for meeting the challenges of operating a school while successful keeping the finances in the black. Each of these components is necessary in order to be successful. Once the charter application is approved, efforts will be made to find the ideal facility, create a governance structure representative of the community, and market to the public our unique therapeutic and educational service model.



**Our Children's Charter School: Sarasota  
(OCCS: SAR)**

**Florida Charter School Application**

This application for a public charter school is respectfully submitted to Sarasota County School Board for application on August 1, 2014.

**NAME OF PROPOSED CHARTER SCHOOL: Our Children's Charter School: Sarasota**

**NAME OF NONPROFIT ORGANIZATION/MUNICIPALITY UNDER WHICH CHARTER WILL BE ORGANIZED OR OPERATED: Our Children's Charter School: Sarasota**

Provide the name of the person who will serve as **the primary contact** for this Application. **The primary contact** should serve as the contact for follow-up, interviews, and notices regarding this Application.

**NAME OF CONTACT PERSON: Sharon McManus Comkowycz and Heather Christman**

**TITLE/RELATIONSHIP TO NONPROFIT: Executive Director and Board Treasurer**

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**NAME OF EDUCATION SERVICE PROVIDER (if any): None**

**NAME OF PARTNER/PARENT ORGANIZATION (if any): Our Children's Rehab Center, Inc.**

**Projected School Opening: August 2016**

**Table 1.**

<b>School Year</b>	<b>Age/Grade Levels</b>	<b>Total Projected Student Enrollment</b>	<b>Student Enrollment Capacity (if known)</b>
First Year	Pre-K– 6 <sup>th</sup> grade	133	N/A
Second Year	Pre-K– 6 <sup>th</sup> grade	171	N/A
Third Year	Pre-K – 6 <sup>th</sup> grade	207	N/A
Fourth Year	Pre-K – 6 <sup>th</sup> grade	252	N/A
Fifth Year	Pre-K – 6 <sup>th</sup> grade	308	N/A

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application on behalf of the applicant.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Date*

**The Our Children's Charter School  
(OCCS:SAR)  
Florida Charter School Application**

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## I. EDUCATIONAL PLAN

### Section 1: Mission, Guiding Principles and Purpose

**Our Children's Charter School Mission:** Our Children's strives to offer all exceptional education students a sense of belonging and the opportunity to reach their personal aspirations through participation in a therapeutic and academic environment in order to become a productive member of society.

#### A. Guiding Principles: (Section 1002.33(2) (a), F.S.)

The school will:

- Provide early intervention for physically, emotionally, and/or mentally handicapped children as a means to offer mainstreamed opportunities at an earlier point in students' academic careers.

The school will:

- Provide early intervention for physically, emotionally, and/or mentally handicapped children as a means to offer mainstreamed opportunities at an earlier point in students' academic careers.
- Create Individualized Educational Plans (IEP) with parents' teachers, and students when appropriate to ensure that each student's academic, therapeutic and life skills are obtained and/or mastered in a methodical, relevant, but rigorous research based academic and health based progression.
- Offer literacy and numeracy via the new Florida State Standards through scaffolding, but hands on curriculum approach, utilizing literacy to language methodology through integration within a Science, Technology, Engineering, and Math (STEM) model to access brain based research, which maximizes the transfer and retention of information.
- Provide a safe environment for medically, emotionally and mentally challenged students to ascertain, through a plethora of creative learning communities and pre-academies, a venue for students to investigate their pathway to becoming a productive member of society, within their own sphere of influence. (Art, Agriculture, Building, Environment, Music)
- Institute a Positive Behavior Analysis approach school wide of all staff, through the employment of behavior analysts who conduct verbal and functional assessments, treatment plans, and training and supervision of staff and holds them accountable for implementing a positive behavior program; also, analyzes student progress data and the subsequent modification of treatment plans.
- Implement the Picture Exchange Communication system (PECS) for students who are non-verbal to teach communication skills to Individuals with limited functional speech.
- Develop a collaborative culture with the parents, students and community to increase the inclusion of exceptional students into all arenas of life, one at a time, to build community acceptance and increase student independence.

- Build a generative leadership model between educators and health care professionals through a nonprofit entity (501 (C) 3 to create a learning organizational system, utilizing a collaborative “team approach” and collaborative leadership for learning that strives to continually enhance their capabilities, of students and staff, in order to offer student specific academic and therapeutic interventions to construct scaffolding for individual student learning as evidenced by student growth.
- Provide a therapeutic and educational model as specifically defined. Any variation of this model by changing or reducing therapeutic services, collaboration, or documentation is a non-conformance of the model design.

**Key Elements**

- Organization will contract for or provide Speech Language Pathologists (SLP), Occupational Therapists (OT), Physical Therapists (PT) and Behavioral Services. (Collectively known as therapy.)

Therapy services will participate in the Medicaid School Match Program through the District. Under the Medicaid Certified School Match Program the school will seek reimbursement for Medicaid-eligible students who qualify for services under the IDEA, Part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid- reimbursable services to eligible students at the School. The Sponsor shall have no responsibility and /or obligation relating to the Medicaid Certified School Match Program for which the School may be eligible and /or in which it participates including but not limited to determining eligibility, seeking reimbursement, providing any services to the School and/or any other matters relating to the School’s participation in the Medicaid Certified School Match Program. The Sponsor will approve, during the contract phase, the charter’s participation in the Medicaid School Match Program.

❖ **Ideal Implementation (4)**

- Contract w/ therapy provider for all disciplines that can provide a language to literacy SLP in the classroom 5 days a week and therapy collaboration in the classroom (PT/OT) five (5) days a week.

❖ **In Process (3)**

- Contract with a therapy provider for all disciplines that can provide a language to literacy by having a SLP in the classroom five (5) days a week and therapy collaboration in the classroom three (3) to four (4) days a week.
- Contract Rehab Company who has knowledge of contracts with medical payors & medical billing process

❖ **Ideal Implementation**

- Contracts with therapy provider for all PT/OT/SLP/Behavior that has in house medical



office that bills Medicaid but ALSO gets physician scripts, insurance authorization, maintains medical records in accordance with HIPPA, etc.

❖ **In Process**

- Contracts with therapy provider for all PT/OT/SLP/Behavior that has in house medical office & fully manages the medical records, physician's scripts/authorization/notes, charge tickets but may outsource Medicaid billing for extra fee or % of billing.

➤ Efficient decision making by the therapists with daily documentation

❖ **Ideal Implementation**

- Therapy collects daily data electronically thus providing real time info for goal adjustments, collaborative planning with education and reduced error in medical/billing records.

❖ **In Process**

- Therapy collects daily data & records manually. Info is used for goal adjustments, collaborative planning with education. Also, used to document billing.

➤ Student self-management

❖ **Ideal Implementation**

- Therapy works with students to jointly set functional therapy goals that assist with accessing education goals where students' monitor/visual track program.

❖ **In Process**

- Therapy works with students to jointly set therapy goals where students monitor/visually track their progress.

➤ Functional Rehab services within context

❖ **Ideal Implementation**

- Therapy plans/ treats within function contexts using materials from those contexts, modeling therapy techniques for others and ensures that students set goals and check progress toward mastery.

❖ **In Process**

- Therapy plans/treats w/in functional contexts using materials from contexts, modeling therapy tech for others. Students are inconsistently checking progress or comprehension.

➤ Collaborative working with therapists

❖ **Ideal Implementation**

- Therapy works collaboratively with other therapists in planning & reinforcing with special emphasis on communication and behavior management.

❖ **In Process**

- Therapy works collaboratively with other therapy in reinforcing their goals only while an emphasis on communication & behavior. Shares their therapy goal.

- Collaborative working w/ educators
  - ❖ **Ideal Implementation**
    - Teacher/therapy plan instruct in concert w/ emphasis on literacy communication/social evidenced across the day.
  - ❖ **In Progress**
    - Teacher/therapy plan & instruct w/emphasis on literacy, communication/social evidenced in specific activities
- Modeling therapy strategies w/in context to teach educators & paraprofessionals
  - ❖ **Ideal Implementation**
    - Therapist models the therapy techniques as appropriate for teachers & paraprofessionals to guide students in the process of negotiating barriers to all across the day.
  - ❖ **In Progress**
    - Therapist models the therapy techniques for teachers & paraprofessionals to negotiate barriers on activities of high and moderate use.
- Student engagement
  - ❖ **Ideal Implementation**
    - Therapists utilize highly motivating materials (leverage), sensory satisfying, therapy and educationally, relevant strategies, while utilizing all learned ABA skills adequate fun activities.
  - ❖ **In Progress**
    - Therapists utilize highly motivating (leverage) materials, ABA learned skills, therapy and fun ed. relevant strategies.
- Goal setting for students
  - ❖ **Ideal Implementation**

Therapist guides the students and/or parents, in establishing goals/object to meet their educational & daily living needs whereby, student/ family gain ownership/understand in self-monitoring of progress is evidenced through the students rating of their progress and performance.
  - ❖ **In Progress**
    - Therapist guides the students/family intermit-tently in the creation of goals/object to meet their needs & self-monitor of progress is inconsistent.
- Therapy materials matched to functional levels
  - ❖ **Ideal Implementation**
    - Therapy materials matched to functional levels.
  - ❖ **In Progress**
    - Therapist selects academic/developmentally appropriate materials and toys for therapy that are known as highly motivational to address therapy and educational goals.

- Student progress monitoring/ readdressing therapy goals during re-assessment
  - ❖ **Ideal Implementation**
    - Therapist knows of educational standards, deliberate practice, behavior, therapy goals and collects outcome data that measures student progress in all areas and shares their data during educational data chats.
  - ❖ **In Progress**
    - Therapist knows of curriculum and therapy goals and measures student progress and shares with educators.
- Planning collaboratively w/in functional activities set by teachers.
  - ❖ **Ideal Implementation**
    - Therapist evidence of joint lesson planning and incorporates functional acts into therapy plans across the day for all kids where barriers to meeting educational goals are reduced or eliminated because of functional therapy w/in context.
  - ❖ **In Progress**
    - Therapist joint plans w/ education and seen on lesson plans but only for a specific lesson during a portion of the day but plans exists for therapy strategy and/or skill used.
- Vocabulary instruction
  - ❖ **Ideal Implementation**
    - Therapist provides therapy instruction utilizing academic curriculum-targeted vocabulary and includes direct teaching of skills and concepts, vocabulary acquisition and strategies while addressing therapy functionally.
  - ❖ **In Progress**
    - Therapist provides therapy instruction utilizing academic curriculum-targeted vocabulary while addressing therapy functionally.
- Sub skills and micro strategies
  - ❖ **Ideal Implementation**
    - Therapist evidence of joint lesson planning and incorporates functional acts into therapy plans across the day for all kids where barriers to meeting educational goals are reduced or eliminated because of functional therapy w/in context.
  - ❖ **In Progress**
    - Therapist teaches selected skills and sub-strategies necessary for accessing functional academic communication learning across educational day.
- Generalization: Extending therapy learning of functional skills beyond classroom to daily life and home.
  - ❖ **Ideal Implementation**
    - Therapist works with content teachers to generalize functional therapy skills across the day to access

academic and communication content to enhance academic learning and to plan extending the use of these skills into everyday life.

❖ **In Progress**

- Therapist plans specific generalization activities outside of the context in which functional therapy skills were taught.

**B. Describe School's Ability to Meet Prescribed Purposes for Charter Schools: (Section 1002.33(2) (b), F.S.)**

- **Improve Student Learning:** Since 100% of the population is exceptional education students, , the school will undergird students' therapeutic needs, whether they are physical, emotional, or mental, through a prescriptive diagnostic approach in order to build a solid foundation, facilitating students' ability to focus on academic , communicative, and social/emotional goals and focus on career pathways.
- **Encourage the Use of Innovative Learning Methods to Enhance Academic Achievement:** Utilize hands on approaches to literacy and numeracy through STEM, which will increase the relevancy and maximize the transfer and retention of both therapeutic and academic interventions into valid, fact based learning.
- **Accountability: Maintain or Improve the Measurement of Learning Outcomes** based on the Florida School Improvement Rating (SIR) requiring less than five (5) points increase or decrease, or five (5) points or more increase of 5 percentage points making learning gains in reading and mathematics for supportive and independent students (low performing) through the Florida State Standards in literacy and numeracy as substantiated by the Alternate Assessment (FAA), and the new AIR assessments, and the Progress Monitoring data in behavior regulation, communication, and pre-career generic competencies. For participatory students, growth will be based on a combination of health communicative, daily living skills, sheltered work skills, and survival factors, in addition to the state mandated measures cited above, including Progress Monitoring.

**C. Optional Purposes of Charter Schools: (Section 1002.33(2) (c), F.S.)**

- **Our Goal is to Create Innovative Measurement Tools**  
To date, an efficient, aligned standardized Progress Monitoring (PM) tool for students who are tested using the FAA has not been developed. ESE Centers are relegated to administering a time consuming one on one assessment that are NOT aligned with the criterion based tests or standards students are accountable for on state assessments. The school will undertake to create PM appropriate measures within this contract period.
- **Provide Rigorous Competition Within the Public School District to Stimulate Continual Improvement for ESE Students**  
To build a 21<sup>st</sup> century generative, leadership model that fosters a learning organizational system conducive to reflection and engagement of a "Leadership Team" where representation of the multi-dimensional intervention is needed to meet the complex needs of exceptional students with disabilities. The Leadership Team will replace the traditional school management paradigm of Principal/Assistant Principal with six (6) to seven (7) Directors working

collaboratively as a team, empowered to make day-to-day decisions in using a consensus approach led by the Executive Director. The Leadership will strive to enhance their educators, therapists and other para-professionals to expand their capacities to make sense of daily situations in order to make the mind shift necessary, to be successful, healthy, productive members of society.

## **Section 2: Target Population and Student Body**

### **A. Our Children's Charter School**

The school will serve ESE students and students with a 504 plan in grades Pre-K through grade six (6). The school will utilize the Multi-Tiered System of Support with all students and if students' needs are not being met, students with a 504 plan will have an IEP created. These special needs students are diagnosed to meet students' needs with conditions such as but not limited to:

- Autism Spectrum Disorders, Cerebral Palsy, Organic Syndromes of various types, Hearing Impaired, Visually Impaired, Developmentally Delayed, Attention Deficit Disorder, Attention Deficit Hyperactivity Disorder, Cancer, Burns, Spina Bifida, or any other condition that renders a child physically impaired to the degree which interferes with ambulation and other movements needed to complete daily activities, or communicatively impaired which prohibits effective communications or who would benefit from specialized interventions both clinical and/or technological, or children who demonstrate significant difficulties with appropriate behavior and interpersonal skills secondary to sensory-integration deficits or other etiologies. Students may require routine non-invasive medical needs, which may be monitored daily.

### **B. The School May:**

Serve infants and toddlers, birth to 2 year olds, who have a medical diagnosis or significant pre/post natal history resulting in developmental delay or medical condition that will adversely affect the children's development.

- If services are provided, they will be in an Early Intervention Program whereby the parent(s)/caregiver(s) of the child will congregate with other parent(s) and babies weekly to share their concerns, learn about normal development, learn about enriching activities that will assist development, and learn about their child's condition while the babies receive intervention from appropriate physical, occupational and speech language therapists. The therapists will then educate and train the parent(s) on exercises, language stimulation and daily living activities to be replicated during the week until the next Early Intervention Session.

### **C. The School is Committed:**

To providing all eligible exceptional education students, who may require either or both educational and therapeutic services and have a current Individual Educational Plan (IEP) an opportunity to participate in a relevant and challenging academic environment, where their needs for services within a regular school day can be met.

- The school will serve students who may require a self-contained classroom, or those who would be better served through a quasi-mainstreamed environment with their peers for socialization and extracurricular activities.

**D. Anticipated Target Population: (1002.33(10) (e), F.S.)**

The parties agree that the students to be served by this School are defined as students who are or whose parent(s) or legal guardian(s) are residents of the county or other districts, which inter-district agreements exist. 100% of the students served will meet state eligibility requirements for ESE.

- Students will range from birth to 2 years for the Early Intervention Program once it begins; students Pre-K (twelve – 12 months to age five-5) through grade six (6) will be full-time students.
- All students will have their instructional goals determined by their Individual Education Plan (IEP) or a 504 plan. Students will be served within a therapeutic academic model.
- Instruction will be implemented by professionals in the field of special education, occupational therapy, physical therapy, behavior analysis and speech language pathology, and behavior analyst largely through individual instruction and small group interventions as determined by the students' IEP. The school is available to those meeting the criteria of the Individuals with Disabilities Education Act (IDEA), Title II of the Americans with Disabilities Act, and Section 504 of Rehabilitation Act of 1973.
- The number of students in each grade will depend upon the number of student applications, their ages, and their ability levels; i.e.: participatory, supported, and independent. Once the student applications are explored, specific numbers will be ascertained.
- The school will target:
  - ESE students from traditional schools who have been in self-contained classrooms.
  - ESE students from traditional schools who have been served in a variety of service delivery models.
  - ESE students who have been in private schools.
  - ESE students served by Day schools.
  - ESE students who have been home schooled

**E. Projection for Yearly Proposed Operation: Age, Grade, Number, ESE Description**

**Table 2.**

<b>Ages</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>12 Months</b>	12	14	15	17	18
<b>2 - 3 years</b>	12	14	16	20	22
					22
<b>3 - 4 years</b>	12	14	16	21	22
					22
<b>4 - 5 years</b>	12	14	16	21	22
<b><u>Participatory Supported Behavior</u></b>	10	12	14	17	17
<b>Grades: Independent</b>					
<b>K</b>			16	21	23
<b>K-1</b>	14	17	18	22	23
<b>1-2</b>	13	15	18	21	23
<b>3-6 FAA</b>		14	16	21	22
<b>3-6 FCAT/FAA</b>	15	18	18	21	22
<b><u>Participatory Supported</u></b>	11	13	14	16	16
<b><u>K - 3 Non-verbal</u></b>	11	13	15	17	17
<b><u>3 - 6 Non-verbal</u></b>	11	13	15	17	17
<b>Total Students</b>	133	171	207	252	308

Based on the Florida Department of Education Information and Accountability Services Report entitled *Membership in Exceptional Student Educational Services for 2012 – 2013*, the School District's ESE disabled population in large part is reflected below except for those populations not reported because there are less than 10 students. A break out of the School District's numbers of the student populations' primary exceptionality, who would benefit from both a therapeutic and academic model of education, is found in Table 3.

**Table 3.**

<b>SLD</b>	<b>OI</b>	<b>SI</b>	<b>LI</b>	<b>DEAF</b>	<b>VE</b>	<b>EBD</b>
2782	53	640	404	54	17	429
<b>ASD</b>	<b>HH</b>	<b>TBI</b>	<b>DD</b>	<b>OHI</b>	<b>ID</b>	<b>Total</b>
447	19	13	224	253	285	5620

Retrieved from <http://www.fldoe.org/eias/eiaspubs/pubstudent.asp>.

**Table 4. ESE Acronym Key**

SLD: Specific Learning Disabled	OI: Orthopedically Impaired	SI: Speech Impaired
LI: Language Impaired	VE: Varying Exceptionalities	EBD: Emotional or Behavioral Disorder
ASD: Autism Spectrum Disorder	HH: Hospital Homebound	TBI: Traumatic Brain Injured
DD: Developmentally Delayed	OHI: Other Health Impaired	ID: Intellectually Disabled

To further solidify the availability of students, the following market analysis of elementary and middle school students only further substantiates the clientele availability in the surrounding areas.

### **Section 3: Educational Program Design**

#### **A. School’s Daily Schedule and Annual Calendar**

The school will utilize the same school year calendar adopted by the School Board. Students will attend 180 days of school per year as required by law. In large part, the teacher and para-professional schedule will align with the district’s scheduled days off; however, the school year will begin one week prior to the districts’ for additional training to equip the staff to specialize in the skills necessary to manage the communication and behavior needs of the student population.

The bell schedule is as follows:

- Pre-K: Mon., Tues, Wed. and Fri.: 8:30 a.m. to 2:30 p.m.; Thurs.: 8:30 am to 2:00 pm
- K-6<sup>th</sup>: Mon., Tues., Wed. and Fri.: 8:15 a.m. to 3:00 p.m.; Thurs.: 8:15 a.m. to 2:00 p.m.

The school will provide before and after school care for the convenience of the parents. During the summer, it will offer a summer camp program to include a Voluntary Pre-K Program (VPK), preschool and program for school aged children. The summer program is open to any ESE child, their siblings and friends. This program will be subsidized by donations from the community. The program will be in operation four (4) days per week for seven (7) weeks from 8:00 am to 5:00pm. Children will enjoy field trips to the library, bowling, swimming, and other community parks and recreational establishments.



The daily schedule is comprised of six (6) and three quarter hours and the students attend school five days a week with an early release once a week for school wide activities.

## **B. Description of the Charter School's Educational Program**

Pre-K: The educational opportunities for children twelve (12) months to age four (4) will follow the HighScope® model of using center experiences for the children. HighScope® presents toys that facilitate math (blocks, building), motor (outdoor play), imagination (dress up, housekeeping), music (singing, dancing, playing instruments), fine motor (crafts, coloring, and painting), and socialization (group playing, turn-taking). The Pre-school program also incorporates the "Letter People" for a more formal reading readiness curriculum for those children who can benefit from a prescriptive, structured approach to learning. Similarly, in math advanced Pre-K children will access a more formalized "Touch Math" curriculum to meet their needs.

K -6<sup>th</sup> grade: The elementary students' schedule will strive for 120 minutes of reading instruction and sixty (60) minutes of math instruction per day. Language arts is incorporated into the reading activities or addressed separately. Science and Social Studies are addressed weekly and are implemented as reinforcers for the students through highly motivating "hands-on" activities that allow for sensory stimulation thus providing regulating benefits.

Student Staff Ratio: The paraprofessional staff will allow the ratio of staff to children to range from two (2) children to one (1) staff (the most severe ASD children) or four (4) to five (5) children to a staff member for less severe children. The overall ratio will be a 3:1 on average. The model philosophy prefers to undergird students toward independent functioning, rather than co-dependency with a one-on-one paraprofessional demand in all instances when the student's displays appropriate and relevant developmental learning, behavior or in any other therapeutic realm applicable. The model believes that regulating children, and spending the time and resources to provide a regulating environment allows the child to be in control of their behavior and learn how to manage their own behavior when times become challenging. If a child is having a difficult day, the staff will be able to provide one-on-one support in an attempt to regulate the child but that support does not become a crutch, thus limiting the child, rather than helping them become more independent. This approach requires extensive staff training and specialized teams to provide such a high degree of skilled care. Staff must "get-it" for the program to work.

Behavior: Another difference in approach by the school will be that it will be eclectic rather than proprietary. It selects the SCERTS© Model, since SCERTS© allows for the combination of approaches to best meet the child's needs. Programs such as Relationship Development Intervention (RDI) developed by Psychologist Steven Gutstein, PhD, builds on the theory that "dynamic Intelligence" is key to improving quality of life for individuals with autism. In a similar vein, TEAACH, which is another proprietary autism program, applies a strict applied behavioral analysis (ABA) approach which is limiting and at times contrary to the philosophy of the model. Therefore, training for all staff at the school to understand the power of positive reinforcement and recognize that negative reactions to a child's behavior, may be reinforcing. This knowledge and understanding is critical. Conversely, what might appear like a negative behavior (carrying a shoe or biting your clothes) may be the child's attempt to regulate their

behavior and demonstrate the need for sensory stimulation, comfort, environmental change, or transactional support. Rather than treating the behavior with consequences, the SCERTS® model would search out the needed sensory stimulation, or allow the child to carry the shoe until they were regulated. Again, it is vitally important that staff concur philosophically and therefore extensive training is provided when they are initially hired and throughout the school year.

Visual Schedules: The commitment to visual schedules is also an important component as those visual supports are regulating to the child and help them to anticipate when a task begins, ends and guides them to what comes next. Visual supports seem like a simple idea but they are demanding to implement and most educators would rather just tell the students what to do and where to go as that is what traditionally happens in a school. However, the verbal directives are deregulating for the students and they are not given an opportunity to control their own behavior when the verbal directive approach is used.

Language and Communication Skills: The school will be centered on the value of developing competent and functional language skills for communication proficiency and academic success. For the supportive and participatory students, the *Ladders to Literacy Curriculum*, which is totally language based, centers on the need to build a strong language foundation for literacy and learning success. The developmental benchmarks identified in this curriculum will be utilized in the development of the report card for these populations. This report card will provide a clearer picture for parents and teachers to discuss from a standards perspective for the students. It will make the teachers accountable and give the parents more information in relation to how their child is achieving and which developmental skills are still needed before traditional academics can successfully be learned.

For the ESE students who are functioning at the higher supportive and independent levels, the same core of deliberate academic practices and therapeutic interventions are at the core. However, the center for this population revolves around a Science, Technology, Engineering, and Math, (STEM) language to literacy collaboration component. Essentially, the STEM curriculum is pre-planned units of instruction, which revolves around a hands-on pre-determined literacy module; this encompasses a thematic overview with vocabulary and important concepts to be previewed within the students' regular classrooms, across disciplines and grade levels on a daily basis. On a weekly basis, students are brought to the STEM lab and Art room for hands on activities to reinforce the literacy elements.

Daily journals will be utilized in Pre K through 6<sup>th</sup> grade classrooms and a part of the schedule for most students. Writing lessons will also be a part of the daily routine for those students whose language abilities are sophisticated enough and where writing is developmentally appropriate. Responding to Writing Prompts will be used with 1<sup>st</sup> through 6<sup>th</sup> grade students. For those whose language skills are developmentally low, a formalized writing curriculum may not be appropriate. The SRA Writing curriculum and all aspects of the language development lessons will be utilized in the elementary classrooms.

Language Arts/Reading: Students at all levels of functioning will be assessed for preliteracy, reading, writing skills and the program will be adjusted to meet the level of competency. *Voyager Passport/Journeys, Read Well, Caught Reading, Earobics, CARS*

& STARS, Quick-Write, Spelling Power and Handwriting without Tears are research and standard based curriculums that are elaborated in section 4.A on curriculum below.

Math: Initially, *Touch Math*, a reading based, math curriculum proven successful with ESE students, is elected as the core math curriculum. As children acquire higher level math skills, *Go Math*, a curriculum also proven successful with ESE students was added to the school curriculum. Both programs address the skills identified in the Next Generation Sunshine State Standards and the Common Core Standards, which will be mirrored through the new Florida State Standards. Both curriculums will be manifested through the use of extensive manipulatives to further enable relevant, hands-on learning and maximize the transfer and retention of learning.

Science: The school plans on building a science and agricultural outdoor lab on campus. The curriculum chosen is a heavily language based and again one proven successful with ESE students. It is highly developmental with beautiful pictures in the texts that provide vivid motivation and enthusiasm for the students. The school recognizes the value of redundancy with limited time. The Voyager Passport reading program also utilizes science and social studies content alternatively in their core reading series. With this reading program, the students will benefit from science content both through reading and their formal science curriculum. As the science garden is completed, the school will:

obtain cocoons and watch to release butterflies when they hatch, study biodiversity habitats, learn about plants: how they are grown, the amazing chemical reaction of photosynthesis, and how to provide nutrients to plants both chemically and organically. The students will also study how to save the earth and how to recycle; they will also visit Audubon Centers, Agricultural Centers, citrus processing plants, and nature conservancy locations within the geographic areas.

Social Studies: Students will participate in national holidays such as Memorial Day, Presidents Day, Martin Luther King Day, and Veteran's Day. The students will learn about the customs, food, culture, climate, products obtained from various countries around the world. They will use foods and herbs harvested to cook various food dishes native to particular countries. Community people with their origin from difference countries will be asked to participate.

Physical Education: Students will receive extensive daily physical activities as a built in aspect of their curriculum. In addition, they will learn the basics of team sports and many will participate in Special Olympics in an ongoing basis.

Visual Arts & Music: Music and the Arts are integrated into the curriculum daily. Research has proven that music stimulates the right hemisphere and provides a bridge to language acquisition. The students will be scheduling their own school based art shows and participating in the any community art walks or art festivals as they arise. Rhythm and patterned beats have proven to be regulating for some students while various types of music and art are utilized therapeutically when working with ESE students.

Integrating of Technology throughout the Curriculum: Technology opens educational opportunity for all children, reduces or eliminates barriers to access information, provides a means to communicate for some special needs children, and provides a motivation for many ESE children when nothing else will. Technology will be available to assist the

children with accessing the mainstream computer technology. We will have touch screens and specialized key boards, and oversized mice that interface with computers, providing Our Children with easy access. Switch technology will be used to help children initiate communication when they have no other means. Switches can also allow child independence by providing students the ability to turn on a play toy or music. The entire campus will be on a network with computers in every classroom. All staff will have access to computers with internet email. Wireless access will also be available throughout the school. Each classroom will be equipped with two Smart Boards ©, projectors, internet and wired TV's. Within each classroom, there are multiple educators responsible for teaching the students: a teacher, two (2) paraprofessionals, a speech language therapist, and periodically each day an occupational and physical therapist. The classroom may also have a behavioral specialist/reading specialist working with children. With two (2) Smart Boards © and five computers, technology abounds for the students and educators. These Smart Boards ©, given their high tech nature, will also provide the teachers a direct outreach to other educators, a tie-in to the Florida State Standards, let alone many other resources.

Parent Involvement: Since the body of research shows that parent involvement and input is paramount to their student's success, all parents will be required to attend three parent/student and teacher resource meetings each school year. At the initial meeting, the parents and students will be given, review, and sign a Parent/Student handbook and a School/Parent Contract that outlines the expectations of all concerned. In addition, parents will be required to donate twenty (20) hours of volunteer time annually. Each year, the school will administer a parent survey. The data from the survey will assist the school in facilitating parental satisfaction with their child's progress and indicate any areas of need or recommendations of the program to others.

Community Involvement: The school program encourages community support through a variety of different modes. As with most traditional schools, leadership and teachers will work to bring business partnerships into the school to assist in undergirding input for area employment needs, economic opportunity, and mentorship for our students. However, the school will strive to bring a new and different venue for student with disabilities to the community. This venue will be seen through instances such as an earned reward by our students to the food court at the mall to have lunch, or the Dairy Queen to get an ice cream cone, or a trip to the grocery store to buy goods to create a special treat in such instances, commercial entities are notified and permission is obtained and students learn relevant social, emotional and life skills while community members become desensitized and grow in awareness to this population needs. In turn, when the school students share with the community and the students demonstrate success, community support always comes for these students. If these students can become self-sufficient, their ability to become a productive member of society increases, within their own sphere of influence and it is the best gift that they can ever receive!

### **C. Description of the Research Base for the Educational Program**

Overall, the research documenting the philosophy of the different parts that contribute into the foundation of the school's core philosophy are assimilated throughout the charter in the various and sundry sections. The school plans a functional educational program and/or curriculum approach, emphasizing innovative instructional methods or approaches to be used which are the underpinnings of the curriculum and are needed to build a strong foundation for student

learning.

However, given the nature of the students served, preparation over and above the norm or “building background” per Robert Marzano’s now infamous (Nine) High-Yield Instructional Strategies are needed in order to build a strong foundation. This is reinforced with skills that must be taught and cemented into place before an academic curriculum can be superimposed on the foundation. If students can feel safe and secure in their school environment, they can begin to learn.

Traditional classroom instruction tends to be teacher directed. At the school, students will benefit from small group, direct instruction, as well as, student directed and teacher guided learning. During student directed learning, the classroom environment will be equipped with learning centers and the students will select what aspect of the subject or theme they wish to learn and the teacher/paraprofessional/therapists will provide facilitation and language stimulation of the children exploration to help to improve comprehension. This approach of student centered learning is a neurodevelopmental approach in line with the philosophy of Jean Piaget, the noted child Psychologist, once biologist who built his philosophies around the biological premise of the cell. Piaget is attributed to formulating the basic premise of assimilation and accommodation, which is a mainstream concept in today’s education. Instruction for students, whether child or teacher directed, will be concrete and functionally based. The social and emotional developmental needs of the child require meaningful work that is inclusive in their society. Service learning allows students to see themselves agents of change within their communities; i.e.: through service work and/or clubs and activities. All students want to see the relevance of their curriculum. Therefore prevocational skills become extremely relevant for students and help prevent frustration and clearly demonstrate the purpose of what is learned thus maintaining motivation.

The other aspect of the curriculum is to provide the scaffolding for academic and elective courses by spending a longer period of time to introduce vocabulary and concepts needed to understand the curriculum. The teacher, therapist, and paraprofessional would prepare the student for the course by reviewing and preteaching the subject content through collaboration. When the student then attends the class, they would have heard and had the basic concepts of the content material explained and reviewed before the class so they could answer teacher questions without feeling less of themselves.

As students at the Participatory, Supportive, or Independent levels begin to use their knowledge and skills to develop community projects or classroom products, they see that not only can they as students contribute to their community; they can use their education in a relevant, functional manner. According to the body of literature on learning within the 21<sup>st</sup> century, there is not a greater motivation for humans than this.

Throughout this application, the research likewise is documented as it is relevant to the practices as they are discussed. The two most significant underpinnings that are generalized are based in Jean Piaget’s work and Robert Marzano’s.

Jean Piaget: Simply Psychology, by Saul McLeod, (2009). Retrieved from <http://www.simplypsychology.org/piaget.html>

Classroom Instruction that Works: Research-based Strategies for Increasing Student Achievement, by Robert Marzano (2001).

#### **D. The Educational Program Aligns with the School's Mission**

The school model of meeting ESE students' needs within a school day for both academic instruction and applied therapeutic rehabilitation is one that is not widely used, and/or has been changed by an affiliate to compensate for a difference in philosophical underpinnings, within the state of Florida. Typically, ESE students are pulled out of the classroom for therapy, rather than providing the services within the educational environment, which may make it more relevant and readily assimilated into a student's overall advancement. Since this methodology also increases the amount of therapy the students will receive, and it exceeds most programs, increases in rehabilitation and subsequent educational attainment will be documented. Since the school will begin taking students at twelve (12) months of age, students who may be able to be mainstreamed within a regular elementary setting will be returned to a regular school setting before their elementary years. Students who are more medically fragile or who require more intensive treatment throughout their educational careers are offered a wide variety of course offerings in order to find their innate gifts and tailor their education to career academies setting them on the path to becoming a productive member of society.

In addition to the educational program detailed above in 3. C, and the curriculum detailed below in section 4, the school model will assist students with disabilities through a sensory integration process by meeting each student at their own threshold of integration for processing the world around them.

Sensory Integration/Sensory Processing is how children experience the world and learn through their senses – sounds, sights, tastes, smells, and physical sensations. Sensory processing occurs when the brain receives information from the senses of the body, processes that information, decides how the body should respond, and then sends the message for the body to respond appropriately. Every movement is a sensory motor event and movement reinforces the learning capacity. The school staff will work as a team to determine the individual learning style of each child based on their sensory processing needs. Opportunities will be created to facilitate a realistic and predictable learning environment to meet the needs of each child. Through research and a combined wealth of experience, the following components will actually undergird the school's educational program, allowing students the opportunity to focus on their education and come to an understanding of their own interests and possible future endeavors. They are:

- Sensory Integration/Sensory Stimulation: Interweaving sensory activities throughout the day with more sedentary educational activities to increase functional attending skills and on task time.
- Visual Cues: Using a visual schedule provides more specific routine, agenda and instruction for a student's daily procedures in class, between classes and during any unstructured time. They also provide the child with organization and structure, reduce confusion during downtime, and help with independence and accountability for behaviors, academic work and expectations.
- Student control of their environment: Transition activities for the classroom are used to focus student attention on academic activity during the change from one

- class to the next or from activity to activity. Student controlled transitions provide more control to the student while intrinsically facilitating the student's regulation by reducing anxiety and increasing their internal awareness of anxiety causes. Through this technique the student will be taught the skills to identify, articulate and manage situations, which make them anxious or fearful.
- Small group and lessons that are individually designed: Educational activities will be presented in small groups (2, 3, or 4) students. Benefits for the small group design with special needs students include increasing self-esteem through contributing valuable input to the group, strengthening communication skills through conversing and socially interacting with classmates, strengthens critical thinking skills through problem solving, group discussion and taking responsibility for portions of a task, decreasing feelings of anxiety that stem from having to work independently in the classroom. This technique also allows for the educator to model problem solving and behavioral techniques as well as contributing to an understanding of diversity within the group as far as individual needs and learning strategies.
  - Motivators and reinforcers: Reinforcers motivate children to learn new skills. Often, children with special needs are not readily motivated by social feedback or other natural consequences received from parents, teachers or peers. The staff will realize the importance of finding reinforcers or motivators that inspire each individual student to learn. Once reinforcers or motivators are identified, they will be used immediately following the student's desired response and will always be paired with verbal praise. Verbal praise encourages students to look and listen for social feedback and reinforcement. These reinforcers and motivators are alternated frequently to provide the child with continuous interest and desire for the items.
  - Means of Communication: Communication is power. Children with limited verbal or no verbal abilities are given a communication system that will allow the child to initiate communication to gain that power. These systems can be extremely elaborate such as Dynavox or Vanguard Augmentative Computerized Voice Output Systems costing \$8,000 to \$15,000, or as simple as a well-designed Picture Exchange Communication System. The PECS system is a system, which utilizes computer-generated pictures, laminated and placed in a traveling notebook. Or as rudimentary as one or two Big Mack switches that provide a short phrase of verbal output for a child who is physically impaired and has limited physical and cognitive abilities. The professionals will work together as a team to help each child become as independent as possible with communication and will be taught to high value a child's "bid" to initiate socialization through verbal, gestural or non-verbal communication.
  - Hands –On/ Teachable Moments: The school takes a neuro-developmental approach to learning. The children's strengths and impairments are identified and addressed in relation to functional abilities and limitations. This approach is a hands-on, problem solving approach. Intervention involves direct handling and guidance to optimize function. This approach is like no other approach to human development. It is unique in its approach of looking at the whole individual, not the separate pieces. With this approach, everything becomes a teachable moment for the child unless they are crying or sleeping. The school team works together in the classrooms to address the individual student needs when they occur and with a naturally occurring context. The staff must have excellent observation skills to quickly recognize a teachable moment and avoid a deregulating meltdown before it occurs.

- Applied Behavior Analysis (ABA): School staff is taught from the first day of hire the power of positive behavior reinforcement. ABA focuses on the principles that explain how learning takes place. Positive reinforcement is one principle involved in this theory. When a behavior is followed by some sort of reward, the behavior is more likely to be repeated. Through decades of research, the field of behavior analysis has developed many techniques for increasing useful behaviors and reducing those that may cause harm or interfere with learning. These techniques can be used in structured situations such as the academic setting as well as in “everyday” situations. ABA techniques have been shown to produce improvements in communication, social relationships, play, self-care, school and other life skills.
- Fine Motor/Handwriting: The school will be implementing the use of *The Handwriting without Tears Curriculum* (HWT). This curriculum draws from years of research to provide developmentally appropriate, multisensory tools strategies for the children we teach. HWT lets children learn naturally through everyday experiences with people, places, and things and to learn through play and through physical and sensory experiences. The curriculum deliberately builds familiarity and competency with music CD’s, the words that are used, and the way we use the materials and teach lessons. The lessons teach a variety of readiness, writing, literacy, and early math skills including directionality, letter recognition, matching, vocabulary, rhyming, imitation, problem solving, patterns and sequencing. The children move, touch, feel, and manipulate real objects as they learn the essential habits and skills. Activities are structured in whole class, small group, and individually to meet the individual needs of each child.
- Weaving incorporates the Seven Realms of Occupational Therapy: Activities of Daily Living, Instrumental Activities of Daily Living, Education, Work, Play, Leisure, and Social Participation. Math concepts are taught with weaving or knitting, chemistry by natural dyeing, history and geography through the history of wool and fiber arts. Other interventions that are used throughout the process of weaving as a therapeutic art include: attention and concentration, behavior management, language speech, voice, and fluency, literacy and learning strategies, and handwriting. Research has even shown that repetitive gross motor activities coupled with fine motor activities such as weaving or knitting is crucial to mapping the pathways in the brain crucial for learning.
- The Rhythmic Arts Project (TRAP): This program incorporates an innovative teaching strategy for approaching skills such as maintaining focus, using memory, socialization, turn taking, sequencing, laterality, developing leadership, recognition and use of numbers, shapes and colors, spatial awareness fine and gross motor coordination, following instructions, and communication. This curriculum encompasses rhythm as a modality to address basic life and learning skills as well as reading, writing and arithmetic. This is a multisensory approach that utilizes perceptual motor match, visual, tactile, and auditory combined with speech. The children see the lesson, literally feel it and then hear it as we speak the answers. It is this redundancy of information that facilitates the positive outcomes.

**E. How will the Services Assist Students in Achieving Proficiency to the Next Generation Sunshine State-Common Core Standards, as required by section 1002.33, F.S.**



The school model will assist students in achieving growth through the implementation of a continuous improvement model that will be sustained school wide through initial Progress Monitoring of Next Generation Sunshine State Standards or new Florida State Standards, and substantiated by two additional intervals of assessments throughout the school year. In addition, the continuous improvement model will be applied in the classroom to the individual students in order to continually monitor each student's progress and enable learning in all curriculum areas as determined by curriculum based formative assessments and reported to parents through a Quarterly Communication progress summary.

For children functioning at the participatory or supportive level, report cards will have a descriptive format, outlining the developmental level of the student and identifying the Access Points for the NGSSS or the same for the new Florida State Standards. If the student has emerged (mastered) or not mastered a standard, a definitive outline of the standards for each subject area will be demonstrated, combined with their Cumulative Curriculum Classroom- Based Formative Assessments (CBFAs) results.

If an Independent student is receiving a letter grade, additional narrative explanations will be included with a more traditional report card.

Ultimately, students' scores on state assessments, which are based on the NGSSS and / or the new Florida State Standards, will show the results of the efforts of the curriculum and teaching philosophies of the school. However, it is important to note that students who fall into the participatory label and who may be emotionally, mentally or medically fragile may not portray gains within the constructs of the mainstream of educational instruments.

## **F. Replication of an Existing Design**

The original design of the school model proved to be effective during the initial years it was developed and up to 2011– 2012, while the model was being followed with fidelity as deemed by the outcomes of the students' scores illustrated below in tables 7 and 8. The organizational design of the school revolved around a core of deliberate practices and therapeutic interventions. At the core of the design is a Science Technology Engineering and Math (STEM) language to literacy collaboration component. Essentially, the STEM teacher would pre-plan the units of instruction, which revolved around a hand-on pre-determined literacy module which encompassed a thematic overview with vocabulary and essential concepts to be covered within the classroom. On a weekly basis, students would be brought to the STEM lab and Art room for hands on activity to reinforce the literacy elements.

Coupled with this deliberate practice is the Picture Exchange Communication System or PECS, which focuses on the initiation of communication and the design of effective educational environments. It presents a unique blend of broad spectrum applied behavior analysis, in conjunction with the development of functional communication skills. It is a data driven system that requires constant monitoring and teacher reinforcement.

The last of the deliberate practices is a positive behavior management system, which also requires continuous monitoring, and data collection in order to update and tweak student plans to reflect their next steps in the chain of progress.

In addition, therapies (speech/language, occupational, and physical) are always completed within the classroom to assure students' learning was always first and time on task was first and foremost. Since therapy was addressed within the natural environmental context, the transfer learned in therapy is automatically transferred. This model enhances learning, which is the essence of the therapeutic educational model

built around the work of Jean Piaget, the noted biologist turned Psychologist. (See section 3. C. for research.)

Until 2011– 2012, the founder was the Principal and formidable leadership at the charter school. Beginning with the 2012 – 2013 school-years, a non-certified, non-experienced elementary person was hired by the Governing Board to administer over the elementary charter. Similarly, a middle school charter was opened the same year, and also hired, a behavior analyst who did not hold an educational teaching certificate or administrator’s license and was minimal experience, as an educational leader. As the data tables 7 and 8 reflect below, within that one year, elementary scores dropped from two consecutive years of obtaining 50% in both reading and math. This data is taken from the yearly federal report for the Elementary and Secondary Education Act (ESEA), which calculates an Annual Measurable Object (AMO) for every state, district and school to track students’ academic learning gains. The baseline year for the AMO was 2011 and encompasses both the FCAT (standard curriculum) and FAA (alternate or modified curriculum) scores.

**Table 5. Reading**

	Subgroup	Reading % Scoring Satisfactory 2011	Reading % Scoring Satisfactory 2012	Reading % Scoring Satisfactory 2013	Target AMO Read	Met Target Read
POLK SCHOOL DISTRICT	ALL STUDENTS	49	49	50	58	N
	WHITE	59	59	60	66	N
	STUDENTS WITH DISABILITIES	21	20	19	34	N
	ECONOMICALLY DISADVANTAGED	40	41	42	50	N
OCA	ALL STUDENTS	50	50	29	58	N
	WHITE	43	47	21	53	N
	STUDENTS WITH DISABILITIES	50	50	29	58	N
	ECONOMICALLY DISADVANTAGED	50	45	24	58	N

**Table 6. Math**

	Subgroup	Math % Scoring Satisfactory 2011	Math % Scoring Satisfactory 2012	Math % Scoring Satisfactory 2013	Target AMO Math	Met Target Math
POLK SCHOOL DISTRICT	ALL STUDENTS	47	50	50	56	N
	WHITE	55	58	58	63	N
	STUDENTS WITH DISABILITIES	23	23	23	36	N
	ECONOMICALLY DISADVANTAGED	40	42	42	50	N
OCA	ALL STUDENTS	56	53	24	63	N

	<b>WHITE</b>	<b>50</b>	<b>47</b>	<b>17</b>	<b>58</b>	<b>N</b>
	<b>STUDENTS WITH DISABILITIES</b>	<b>56</b>	<b>53</b>	<b>24</b>	<b>63</b>	<b>N</b>
	<b>ECONOMICALLY DISADVANTAGED</b>	<b>50</b>	<b>50</b>	<b>17</b>	<b>58</b>	<b>N</b>

In addition to meeting the legal requirement of the federal AMO report, the 2013 financial audit conducted by McGrady, Hess and Ruth, an Independent auditor, and member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants, did not identify any deficiencies in internal control that they consider to be material deficiencies for the school (OCA, p.28). They did point out minor items that would offer more apparent transparency; they are:

- A change to policies and procedures concerning the segregation of tasks relating to the reimbursement process for services covered under Medicaid, they suggested integrating the process to ensure all required forms and supporting documentation are properly maintained and readily accessible upon request.
- Specifics and details concerning significant contracts that were approved were not subjected to different vendors as part of a routine bid process (OCA, p.28).

Since the academic and therapeutic services that are essential to meet the needs of the model are required within the students' classroom on a daily basis, is not within the norm of services offered by a rehabilitation facility. Typically, a school district, hospital, or private entity, may seek for the therapists to visit their establishment in different intervals per week, depending on the student or patients need and "pull out" the individual (student) in an isolated situation and deliver services. It is at this point of delivery where vendor availability is limited and sole-sourcing for therapy services increases. In order to enhance transparency within a new charter, a contract with the vendor listing specifics and details is included in Appendix D.

Since the changes were made in the original model and the new leadership and Governing Board altered the design, the result in significant decreases in student performance gives credibility to the original program's charter. The new school will be building from the original model design of the founder's model, and will be continually evolving to better find methods to increase students' growth both educationally and built on treating their therapeutic needs in order to move them into becoming fully developed, productive members of society within their own capacities.

#### **Section 4: Curriculum Plan**

##### **A. Description of the School's Curriculum in the Core Academic Areas: Achieving the Next Generation Sunshine State and/or Florida State Standards**

PreK students will use the HighScope® curriculum and the corresponding Key Developmental Indicator's (KDIs) or standards, which include research-based strategies for learning, and is aligned with both the Florida's Early learning and Developmental Standards for birth through five years of age for infants and toddlers in preschool, and the Common Core State Standards (CCSS). This program has a corresponding evaluation tool, the COR: Child Observation Record, that allows for data to be collected, stored and aggregated electronically to measure a student's development over time.

HighScope® is centered around the concept of engaging students in “active participatory learning” and has been proven to help young children excel in language and cognitive skills acquisition. This is achieved by a carefully designed learning environment, increased opportunities for adult-child interaction and a “plan-do-review” process making teachers and students active partners in shaping the educational experience.

HighScope® also promotes the fundamental skills of independence, curiosity, decision-making, cooperation, persistence, creativity and problem solving needed to help our students succeed later in life. The hands-on approach to learning provided in this curriculum is essential for many of our students in order to peek their interest and keep them engaged. This particular program emphasizes building social skills, functional problem solving and fostering independence, which are very important areas of development for the students of the OCN and make this curriculum a great fit for our preschool population. HighScope® also allows for differentiated learning by providing flexible lessons, easily adapted to the specific individual needs of our students. Educational opportunities follow the HighScope® model of using learning centers to facilitate the acquisition of target skills, for example: math (blocks,building), imagination (dress up, housekeeping), music (singing, dancing, instruments), fine motor (crafts, coloring, painting) , socialization (group playing, turn-taking) and gross motor (outdoor play).

HighScope® curriculum uses research-validated standards entitled: Key Developmental Indicators (KDI) to monitor and track student growth. Their curriculum approach to learning encompasses social/emotional development, physical development, health, language, literacy, communication, mathematics, creative arts, science, technology and social studies.

The following eight (8) areas of KDIs included in the HighScope Curriculum meet national and Florida State Standards for school readiness of OC’s PRE-K students:

- Language, Literacy (Reading/Writing) and Communication: Includes activities for improving comprehension, speaking, vocabulary, phonological awareness, alphabetic knowledge, reading, concepts about print, book knowledge and writing. This will be learned by surrounding the students with letters, words, books, writing materials/activities, increased child/adult interaction, labeling/describing activities, answering and asking questions about activities/books throughout the entire school day. This language-rich environment also allows English Language Learning students many opportunities to learn the language.
- Mathematics: Includes activities for improving recognition of numbers/symbols, counting, part-whole relationships, shapes, spatial awareness, measuring, patterns and data analysis. This will be learned through counting, combining/sorting separate quantities of objects, describing, comparing, sequencing, creating patterns and using information about quantity to draw conclusions and make decisions.
- Creative Arts: Includes activities for improving skills in art, music, movement, pretend play and an overall appreciation for the arts. This will be learned through expressing what they observe, think, imagine, feel through music, pretend play and 2-3 dimensional art.
- Science and Technology: Includes activities for improving skills in observing, classifying, experimenting, predicting, drawing conclusions, communicating ideas, understanding natural/physical world and using tools/technology. This will

- be learned through observing the materials and processes in their environment, classifying materials/ actions/people, experimenting to test their ideas, predicting what they expect will happen, talking about their observations, discussing the characteristics of things, learning how things work, gathering knowledge about their world and exploring technology in the classroom.
- **Social Studies:**Includes activities for improving understanding of diversity, community roles, decision making, geography, history and ecology. This will be learned through understanding that people are different with different interests/abilities, recognizing that people have different roles/functions in the community, participating in making classroom decisions, recognizing/interpreting features and locations in their environment, understanding past/present/future and understanding the importance of taking care of the environment.
  - **Social and Emotional Development:** Includes activities for improving positive self-identity, sense of competence, emotions, empathy, community, building relationships, cooperative play, moral development and conflict resolution. This will be learned through lessons about self and what makes them special, emphasis on personal achievement- little and big steps, recognizing/labeling/regulating their feelings, demonstrating empathy toward others, participating in the community of the classroom, building relationships with other children/adults, developing sense of right/wrong and learning how to resolve conflict with others.
  - **Physical Development and Health:** Includes activities for improving gross motor skills, fine motor skills, body awareness, personal care and healthy behavior. This will be learned through participation in activities promoting strength, flexibility, timing in using muscles, dexterity, hand-eye coordination, learning about how to navigate their bodies in space, carrying out personal routines more independently and learning healthy hygiene and eating habits.
  - **Approaches to learning:** Includes activities for improving initiative, planning, engagement, problem solving, use of resources and reflection. This will be learned through exploring their world, planning/carrying out activities, engaging in activities that incorporate their interests, solving problems encountered in play, gathering information/formulating ideas about their world and learning from their experiences.
  - **Differentiated Curriculum:**For PRE-K students who are significantly below level, the HighScope® infant/toddler curriculum may also be used. The curricula used for K-6, as detailed in the next section, may be utilized for higher level PRE-K.

#### K-6

For K-6 students, core subject matter will follow the county school curriculum; however, the method of presentation and level of material will be adjusted to meet the cognitive and functioning levels of the students. In all cases, the concepts and language will be taught in context with a more student directed approach utilizing high extrinsic motivators unique to each individual student. The curriculum chosen for each subject area is research-based and aligns with Next Generation Sunshine State and/ Florida State Standards. The supplemental programs listed also correlate with the standards and may be used in order to tailor the curriculum to each individual student's unique learning style.

#### Language Arts/Reading:

Language Arts/Reading is incorporated into every aspect of curriculum, as language is present in every context. The details of the language rich

environment that will be provided to our students is included in section B below. Students at all levels of functioning will be assessed for preliteracy, reading, writing skills and the program will be adjusted to meet the level of competency. Voyager Passport/Journeys®, Read Well®, Caught Reading®, Earobics®, CARS & STARS®, Quick-Write®, Spelling Power® and Handwriting Without Tears® are research and standard based curriculum/programs (each to be further elaborated on in section B below) that may be used with the students and include, but are not limited to, the following components:

- Pre-Literacy concepts of phonemic awareness (blending sounds, rhyming, segmenting, phoneme identification, phoneme manipulation)
- Concepts of print understand symbolic representation, alphabet identification, understanding words have meaning, left to right, book orientation, letter identification, letter writing
- Decoding improving reading fluency (speed/accuracy), phonics, sight words,
- Reading Comprehension understanding vocabulary, story re-telling, sequencing parts of story, dictionary skills, using context clues to determine meaning, memory/recall strategies, predicting outcome, determining main idea, understanding figurative language, inferencing, exposure to a variety of literary works (fiction, non-fiction, poetry, narrative, descriptive, persuasive, expository, short stories, book reports)
- Composition/Writing/Spelling expressing their thoughts/ideas through drawing pictures and verbal descriptions, handwriting, forming written words/sentences, spelling rules, composing various types of written works (poems, semantic mapping, creating webb charts/graphic writing illustrations to organize written product, using thesaurus to improve composition quality
- Grammar using correct grammar and word choice when speaking and writing, understanding parts of speech, punctuation, proofreading and correcting writing errors.

Differentiated Curriculum: Reference section C below, for a more detailed description of the school's Reading Plan which includes specific programs and a variety of strategies to be used to meet all levels of learners.

#### Mathematics:

Students will be assessed to determine their skills in mathematics and the program will be adjusted to meet the level of competency. Hands on activities incorporating manipulative objects that interest and motivate students, while reinforcing curriculum outcomes, will be used. GO Math!® and Touch Math® are research and standard based curriculum/programs (each to be further elaborated on in section B below) that may be used with the students and include, but are not limited to, the following components:

- Spatial and Proportional Concepts
- Counting and Cardinality
- Number Identification and Writing
- Shape Identification
- Telling Time
- Counting Money
- Word Problems
- Number and Operations in Base Ten

- Addition and Subtraction
- Multiplication and Division
- Calculator Computations
- Place Value
- Number and Operations- Fractions
- The Number System
- Operations and Algebraic Thinking
- Expressions and Equations
- Measurement and Data

Differentiated Curriculum: For K-6 students who are significantly below level, Touch Math® and the HighScope® Pre-K Math program section may also be used. The GO Math!® curriculum may be utilized for students above level. For students above level of Grade 6 curriculum targeting advanced math may be used.

Science:

The Science curriculum will be adjusted to meet the student’s level of competency and adapted to increase interest and allow for interactive learning. Exploration, labs and experiments will be included requiring students to inquire, discover, think, predict reason, analyze and apply what they have learned. STEM (Science, Technology, Engineering, Math) activities will be the foundationa language to literacy, hands on application which will be used to facilitate students to find a problem, plan and build, test and improve, redesign and communicate their findings. HMH Science-Fusion® and Glencoe Physical/Earth/Life Science® are research and standard based curriculum/programs (each to be further elaborated on in section B below) that may be used with OCN students and include, but are not limited to, the following components:

- |                                |                                |
|--------------------------------|--------------------------------|
| ➤ Animals, Habitats            | ➤ Ecosystems and Interactions  |
| ➤ Weather, Seasons             | ➤ Simple and Compound Machines |
| ➤ Ocean and Sky                | ➤ Electricity                  |
| ➤ Earth, Planets, Environments | ➤ Cells, Body Systems          |
| ➤ Matter                       | ➤ Growth and Reproduction      |
| ➤ Forces of Energy, Motion     | ➤ Rock Cycle, Fossils          |
| ➤ Technology                   | ➤ Light and Sound              |
| ➤ Environmental Resources      | ➤ Earth/Physical/Life Sciences |
| ➤ Engineering                  |                                |

Differentiated Curriculum: For K-6 students who are significantly below level, the HighScope® PreK Science program and the HMH Science/Fusion® may also be used. The Glencoe Science® curriculum may be utilized for students above level , targeting Physics, Chemistry and Biology.

Social Studies:

The Social Studies curriculum will be modified to correlate with the student’s level of understanding and adapted to increase interest and incorporate functional and dramatic activities to help them relate to the material covered. (For example, the students may act out events in history and participate in acts of citizenship.) These curricula include many visual aids which are essential for the students, charts, graphs, photos, illustrations and graphic organizers

are some of the visuals that will be used to improve mastery of lesson content and heighten student attention to task. Time Links® and Exploring Our World® are research and standard based curricula (each to be further elaborated on in section B below) that may be used with students and include, but are not limited to, the following components:

- History
- Economics
- Citizenship
- The World
- Culture
- Communities
- Geography Skills
- Earth's Physical Geography
- Cultural Geography
- The United States
- People, Population
- Foreign Countries (Physical Geography, History, Cultures, Lifestyles, Governments)
- Civics (Citizenship and Government)



## B. Description of the Research Base and Foundation Materials for Development of Curriculum

The research-based curriculum and program foundation materials are aligned with Next Generation Sunshine State and Florida State Standards and include the following:

- HighScope® - Infant to Pre-K curriculum targeting all areas of development and school readiness skills by addressing movement/music, social/emotional development, physical development, health, language, literacy, mathematics, science, technology and creative arts
- Voyager Passport® - (Cambium) K to 6th Grade reading curriculum including instruction in word study, fluency, comprehension, vocabulary, listening, speaking, differentiation for diverse student populations, adventure centers to build on specific skills, online reading component which allows for self-paced learning and a motivating reward system to promote more time on task
- Voyager Journeys® - (Cambium) 6th Grade reading curriculum using high-interest, action-packed literature, video segments that build background knowledge/recap lesson, advance word study, comprehension, vocabulary, writing, personalized learning, real world topics appropriate for adolescents, new online resources, built in strategies for special populations (including ELLs) and is endorsed by the Council of Administrators of Special Education as it is especially designed for students reading one to three years below grade level
- Voyager Read Well® - (Cambium) K to 2nd Grade Core, K to 3rd Grade Intervention language arts program uses a mastery-based approach and includes content-based thematic stories, supplemental spelling/writing/ composition/grammar program with differentiated instruction and is endorsed by the Council of Administrators of Special Education as it is especially designed for struggling readers
- Caught Reading© - (Pearson) Pre-Literacy to 4th Grade reading level and age-appropriate for up to adult, consisting of 8 levels, including pre-literacy lessons (phonemic awareness, phonics) and skills-based lessons targeting decoding, word recognition, vocabulary development, word attack, spelling, reading comprehension, literary response/analysis, writing, listening and speaking through literature-based instruction
- HMH - Earobics®- (Houghton Mifflin Harcourt) Pre-K to 3rd Grade multisensory, individualized reading intervention program providing targeted instruction in phonemic awareness, phonics, comprehension, vocabulary, fluency and writing through technology and multimedia materials
- CARS & STARS® - (Curriculum Associates) K to 8th Grade reading curriculum includes Comprehensive Assessment of Reading Strategies (CARS) and Strategies to Achieve Reading Success (STARS), with highly scaffolded, five-part reading lessons including supports for ELL students
- Spelling Power® - (Curriculum Associates) 1st to 8th Grade spelling program including practice and application activities using high-frequency words, writing prompts, words in context and differentiated instruction with focus on understanding meaning of spelling words and functional writing activities
- Quick-Write® - (Curriculum Associates) K-8th Grade writing/grammar program guiding students step-by- step with checklists, writing ideas, lists of essential words and proofreading tricks of the trade
- Handwriting Without Tears® - K to 5th Grade teaches handwriting to students through playing, singing, building letters, letter/number recognition, capital/lowercase letter formation, number formation and hands-on materials for print and cursive
- GO Math!® - (Houghton Mifflin Harcourt) K to 8th Grade math curriculum includes print and online activities, differentiated instruction with additional reading strategies, ELL support, leveled practice and point of use support to assist struggling students
- Touch Math® - Pre-K to 2nd Grade math program includes helpful visual cues and one-step-at-a-time presentation as it moves from concrete to pictorial to abstract concepts with “see it, say it, hear it, touch it and learn it” philosophy, classroom aids and technology to differentiate instruction

- HMH Science®-Fusion - (Houghton Mifflin Harcourt) K to 6th Grade science curriculum with an integration of reading, vocabulary, witing, 3-step inquiry strategy, differentiated instruction, available online virtual labs and hands-on activities
- Glencoe Physical/Earth/Life Science®- (McGraw Hill) 6th to 8th Grade science curriculum incorporating hands-on exploration of concepts, thought-provoking questions, interactive digital e-books, scaffolded guiding questions and visual literacy strategies
- Time Links® - (McGraw Hill) K to 6th Grade social studies curriculum designed to help students link content to their lives, encourage them to explore and think critically through the use of a variety of visual illustrations, kinesthetic learning and writing activities with readers presented in three differentiated levels
- Exploring Our World® - (McGraw Hill) 6th to 8th Grade social studies curriculum introducing students to an enriched view of the interrelationships of geography, history, economics, government, citizenship and current events in the United States and worldwide

As new research-based curriculum programs aligned with the new FloridaState Standards are created and will better meet the learning needs of the students, they may be used in lieu of, or in addition to, those listed.

**C. Description of the Reading Curriculum and Evidence Reading is a Primary Focus of Curriculum and Strategies for Students Reading at all Levels is Available**

As previously stated, reading is incorporated into every aspect of curriculum, as language is present in every context. Students at all levels of functioning will be assessed for preliteracy and reading skills and the program will be adjusted to meet the level of competency. Curriculum and programs used will be Voyager Passport/Journeys®, Read Well®, Caught Reading®, Earobics® and CARS & STARS®.

The following chart depicts the reading curriculum/programs (described in the previous section B) that can be used for students at, above and below grade level:

**Table 7.**

READING LEVEL & CURRICULUM/ PROGRAM	High Scope® Inf-Todlr	High Scope® PreK	Voyager Passport® K-5	Voyager Journeys ® 6-9	Read Well® K-2	Caught Reading® PreK-4	Earobics® PreK-3	CARS & STAR S® K-8
PreK at level & above		•	•					
PreK below level	•					•	•	
K at level & above			•					
K below level	•	•				•	•	
1 at level & above			•					
1st below level	•	•	•			•	•	
2nd at level & above			•					
2nd below level	•	•	•			•	•	
3rd at level & above			•					
3rd below level	•	•				•	•	
4th at level & above			•					
4th below level	•	•	•			•	•	
5 at level			•	•				

& above								
5th below level	•	•	•			•	•	
6 at level & above				•				
6th below level	•	•	•			•	•	

Students functioning above grade level in reading will be challenged with higher level curriculum, as depicted above and described in section B. They can also take part in additional school literacy projects such as school newspaper, website news, email pen pals and mentor other students at Our Children's who are struggling readers through shared reading.

In addition to supplemental curriculum programs, (shown above and described in section B) specific strategies used with students below grade level may include, but are not limited to, the following:

- Adapting Reading Materials- adding manipulatives, picture cards with words, picture sentences for non-readers
- Rhyme, Song, Melodic Intonation- choosing books that will engage and tap into right brain learning
- Repetition- learning through repetition of stories, songs and poems
- Technology- keeping interest and using research-based reading programs and narrated books through use of smartboard, computer, tablet, audio books
- Art- portraying thoughts and feelings, scenes from story through art
- Partner Reading- reading first silently, then take turns reading orally with a partner
- Intensive Reading Groups- students are grouped to learn specified reading skills/techniques
- Context clues- learning how to use context clues within sentences to infer meaning
- Drama- acting out parts of story to improve comprehension
- Story Re-telling- summarizing stories in their own words
- Story-Related Writing- writing in response to prompts about their reading
- Extension Activities-completing cross-curricular research, fine, arts, dramatics, and media activities as they explore themes in books
- Rewards/ Incentives- receiving incentives through a system rewarding effort and achievement toward reading goals

**Explanation of Student Engagement and Benefits for Students Functioning Below Grade Level and Benefits from Curriculum:**

The curriculum and programming, as described in sections B, C and E, were selected particularly because they provide for a differentiated curriculum in order to meet the needs of students functioning below grade level, or could be adapted to a lower level and allow for incorporation of multi-modality teaching to benefit individuals with different learning styles. To improve functioning in students who are difficult to engage the school will incorporate more hands-on activities, based on student interest, in addition to the implementation of a specific individualized behavior plan and motivational rewards system to encourage participation and retention of target subject matter.

Strategies used to engage students below grade and help them benefit from the curriculum may include, but are not limited to, the following: (in addition to the reading strategies listed in section C):

- Multimodality Learning- using manipulatives, a variety of visuals, stimulating sense of smell and taste, along with hearing
- Visual Aids- maximizing use of visual schedules, tangible objects, illustrations, graphic organizers, highlighting and other visual aids
- Technology- utilizing calculators, computers, tablets, whiteboards, audio books
- Song and Rhyme- improving learning through patterns, melody and music
- Art- learning through 2-D and 3-D art activities related to target concept/theme
- Behavior Plan- increasing attention to task, and therefore learning, through positive reinforcers
- Incorporate Interests- identifying student interests and tying them into the curriculum
- One-to- One Instruction- individualizing teaching

- Group Learning- grouping with peers of same level, or different levels
- Repetition- increasing repetition of concept throughout the modalities over a significant period of time
- Movement- engaging in physical motor movement
- Adapting Reading Materials- adding manipulatives, picture cards with words, picture sentences for non-readers

#### Description of Proposed Curriculum Areas Other than Core Academics:

Some of the additional educational and medical research-based programs materials that may be used with the students may include, but are not limited to:

- PECS - Picture Exchange Communication System: An augmentative/alternative picture communication program for children with Autism and related disorders focusing on the initiation component to increase independent communication, based on B.F. Skinner's book- Verbal Behavior, teaching through specific prompting and reinforcement strategies, with some learners using PECS to develop speech and others transitioning to a voice output system
- Assistive Technology: High and low- tech devices to improve functional capabilities such as switches for environmental control and computer access, computers, specialized keyboards, touch screens, eye scanners, speech generated devices, software and low-tech devices such as communication books and pencil grips
- Technology – Smartboard/Computers/Tablets
- ABA - Applied Behavior Analysis: Scientifically validated approach to achieving a positive change in behavior by analyzing environmental and social influence and using positive reinforcement which incorporates techniques to build useful skills in learners with autism, such as looking, listening, imitating, reading, conversing and understanding another person's perspective.
- Montessori: Scientifically-based educational model centered around using hands-on materials, active child participation, multisensory tasks based on individual learning patterns/needs and an environment encouraging self-discipline/responsibility through individual, self-directed and mixed-age group structured activities that accommodate diverse learning styles and capabilities.
- SI- Sensory Integration: Interweaving sensory activities throughout the day with more sedentary educational activities to increase functional attending skills and on task time
- Hippotherapy/Therapeutic Riding
- Therapeutic Art - Encompassing understanding and self-expression of student's visual world via simple 2-D and 3-D art projects with collaboration from Speech, Occupational, and Physical therapists to address students' individual needs in a creative context
- STEAM: Program combining Science, Technology, Arts, Engineering and Math, (areas identified as needing significant improvement in children across the US, as compared to other countries) in order to benefit them when they enter the jobs market, and in turn benefit the greater economy
- SWIMS: Strategies to improve comprehension, Writing, Inferencing Skills and Music to assist with the students' understanding of social studies curriculum
- Physical Ed (Yoga, Boxing, Dance):
- TRAP- The Rhythmic Arts Program: Designed to help children with developmental disabilities learn basic life skills, reading, writing, arithmetic and build self-esteem through music and rhythm using drums
- Elementary Career Awareness Through Children's Literature: Incorporating popular children's fiction and non-fiction books throughout language, social studies, science, math and the arts curriculum to promote career awareness in the classroom
- CERES- Career Ed Responsive to Every Student: Career education program for grades K to 6 infusing career education into basic skills instruction integrating nine competencies (CERES Guidance Goals) throughout the curriculum

- Kuder Galaxy: Fun and educational career awareness system for students in Pre K to Grade 5 including activities involving them to play, watch, do and explore to acquire an understanding of the world of work

#### D. Description of Evaluation Process to Determine Curriculum Effectiveness

Reading/Literacy: Initially, students will be administered the new Florida Assessments for Instruction in Reading, which was developed by the Florida Center for Reading Research in collaboration with Just Read, Florida. The Florida Center for Reading Research's extent of studies is so vast it is beyond any specific documentation but is more of a myriad of "Best Practices." For a list of researchers and their specific works, see FCRR Research.

- The FAIR assessment system provides a screening instrument to initially gain insight into a reading deficit, and a specific diagnostic instrument which targets the deficient area in more detail, and finally progress monitoring to ascertain students gains and that is essential to guiding instruction.
- In order to capture a baseline on each student the Fair assessments will be used depending on the students' cognitive ability, as to the appropriate or assessed grade level.
- Students will be administered the FAIR for Progress Monitoring three times a year in balanced intervals based on the calendar year of one hundred and eighty (180) days.
- Data Chats with teachers, therapists, and paraprofessionals will be conducted after every Progress Monitoring assessment in order to establish a school wide Continuous Improvement Model.
- FAIR accommodations for ESE students are noted in the K-2 and 3-8 FAIR Administration Manuals. Accommodations are provided to students with disabilities and/or English Language Learners to assure that valid results are obtained and an accurate estimate of their skill level is determined. These accommodations are specific to this set of assessments and are aligned with accommodations provided on the Florida Comprehensive Assessment Test (FCAT).
- For some students with disabilities, the Florida Assessments for Instruction in Reading are not an appropriate instrument. For these students, the Curriculum Associates, standardized assessment, Form A will be administered.
- In addition to the FAIR, classroom-based formative assessments (CBFAs) will also be created and administered as noted in section I. C.: Optional Purposes of Charter Schools: (Section 1002.33(2) (c), F.S.) :Create Innovative Measurement Tools.
- Use of the Florida Interim Assessment Bank and Test Platform (IBTP) is intended during the development of the classroom based formative assessments. and the
- Administration of the (CBFAs) will follow the continuous improvement model as it is applied within the classroom setting by the teacher to individual student progress.
- CBFAs will be constructed based on Florida Department of Education's three levels of ESE students; Participatory, Supported and Independent.
- Administration and item construction will mirror the current Florida Alternate Assessment (FAA), including the one (1) to nine (9) point spread intending to offer students a growth potential to the next ESE level.

➤ Note: As the new Florida State Standards and AIR assessments evolve, the school reserves the right to manifest appropriate assessments to mirror the new standards and assessments to further our curriculum alignment and foster our students' growth potential.

Math: *Go Math* will be implemented as detailed above in section C. The new *CPalms Mathematics Formative Assessment System* (MFAS) that includes tasks or problems and rubrics for interpreting students' responses may be used in addition to the FAIR. The fact that this assessment is comprised of tasks and is supplied with rubrics makes it very conducive to ascertain ESE populations' growth or setbacks if applicable. The major features of the MFAS are as follows:

- MFAS has students perform mathematical tasks, explain their reasoning, and justify their solutions.
- Rubrics for interpreting and evaluating student responses are included, allowing differentiated instruction based on students' individual needs is available.

- The objective is to understand student thinking so that teaching can be adapted to improve student achievement of mathematical goals related to the standards.
- MFAS is a formative assessment, and is a process rather than a test.
- Research suggests that well-designed and implemented formative assessment is an effective strategy for enhancing student learning.
- *CPalms* was created by the *Florida Center for Research in Science, Technology, Engineering, and Mathematics* at Florida State University.
- In addition to the MFAS, classroom-based formative assessments will also be created and administered as noted in section I. C.: Optional Purposes of Charter Schools: (Section 1002.33(2) (c), F.S.) :Create Innovative Measurement Tools.
- Use of the *Florida Interim Assessment Bank and Test Platform* (IBTP) is intended during the development of the curriculum based formative assessments.
- Administration of the (CBFAs) will follow the continuous improvement model as it is applied within the classroom setting by the teacher to individual student progress.
- CBFAs will be constructed based on *Florida Department of Education's* three levels of ESE students; Participatory, Supported and Independent.
- Administration and item construction will mirror the current *Florida Alternate Assessment (FAA)*, including the one (1) to nine (9) point spread intending to offer students a growth potential to the next ESE level.

Note: As the new Florida State Standards and AIR Assessments evolve, the school reserves the right to manifest appropriate assessments to mirror the new standards and assessments to further our students' growth potential.

Science: HMH's *Science Fusion*, and Glencoe's *Physical, Earth and Life Science*, curriculum will be implemented through a STEAM approach as detailed in section C. The STEAM curriculum will be evaluated on concepts presented through performance tasks performed daily for student growth and based on individual students' variability within ESE levels and in an accumulated or final culminated observation based on a predetermined rubric. See Appendix A, Adapted Rubric for Summary Point Writing for K – 6<sup>th</sup> Grades.

Social Studies: *Timelink* and *Exploring Our World* by McGraw/Hill will also be implemented as detailed above in section C. The curriculum will be evaluated on concepts presented through performance tasks performed for student growth and based on individual students' variability within ESE levels and in an accumulated or final culminated observation based on a predetermined rubric. See Appendix A: Adapted Rubric for Summary Point Writing for K – 5<sup>th</sup> Grades.

Report Cards: The school will implement a Quarterly Communication Progress Summary reporting method customized, but yet open to allow growth between levels, to the students' functional level: i.e.; participatory, supportive, or independent.

For children functioning at the participatory or supportive level, report cards will have a descriptive format, outlining the developmental level of the student and identifying the Access Points for the NGSSS or the same for the new Florida State Standards. If the student has emerged (mastered) or not mastered a standard, a definitive outline of the standards for each subject area will be demonstrated, combined with their Cumulative Curriculum Classroom- Based Formative Assessments (CBFAs) results. The Quarterly Communication Progress Summaries will also incorporate: Developmental checklists obtained while monitoring students' behaviors, and a quarterly update of their IEP goal attainment.

If an Independent student is receiving a letter grade, additional narrative explanations will be included with their more traditional report card.

## **Section 5: Student Performance, Assessment and Evaluation**

### **A. Educational Goals and Objectives for Improving Student Achievement.**

Since the school's population is 100% exceptional education students, the program's goal and objective is to undergird students' therapeutic needs, whether they are physical, emotional, or mental, through the a prescriptive diagnostic approach in order to build a solid foundation, facilitating students' ability to focus on

academic goals. Through the use of innovative learning methods, students' ability to achieve academically by utilizing a hands on approach to literacy and numeracy through STEM, will increase the relevancy and maximize the transfer and retention of both therapeutic and academic interventions into valid, fact based learning.

Through this means of learning, the school may maintain or improve the measure of learning outcomes based on the Florida School Improvement Rating (SIR), which requires less than five (5) points increase or decrease, or five (5) points or more increase in percent making learning gains in reading and mathematics for supportive and independent students (low performing) through the NGSSS access points and/or the Florida State Standards in literacy and numeracy as substantiated by the Florida Comprehensive Assessment Test (FCAT), the Alternate Assessment (FAA), and the new AIR assessments, and the Progress Monitoring data.

For participatory students, growth will be based on a combination of health and survival factors, in addition to the state mandated measures cited above, included Progress Monitoring.

## **B. School's Student Placement Procedures and Promotion Standards.**

Information on incoming reading and math levels will be determined through students' prior year's test scores beginning with their Progress Monitoring (PM) scores; i.e., Brigance, Florida Assessment in Reading (FAIR), Discovery, etc. If a progress monitoring score in reading and math are not available, an appropriate instrument based on the student's functioning, age, and grade level will be administered. Diagnostic instruments may be selected from the VPK: ECHOES, HighScope's COR, FAIR, MFAS, or the Brigance Standardized A or B. In addition, scores from past state assessments may also be used to determine student placement.

The use of state-wide, criterion-referenced testing, along with state mandated requisites for promotion and/ or retention will also be followed. The school will participate in the Florida state-wide criterion-referenced assessment for students prescribed via their IEP to take the FCAT Reading, Writing, Mathematics, and Science. For children functioning at the Supportive and Participatory levels the Florida Alternative Assessments will be administered. These tests, in conjunction with other progress monitoring and benchmark assessments, will provide parents with the necessary validation concerning their student's progress. Other means of ensuring

learning gains include portfolio assessments, developmental checklists, and student products. All findings will be reported to parents and students as expediently as possible through electronic or paper means.

**C.** The continuous improvement model will begin the school wide process through the first Progress Monitoring (PM) period to ascertain students' current state of proficiency to the Florida Readiness Standards for Pre-K, the Next Generation Sunshine State Standards or the new Florida State Standards as is applicable. Student progress will be monitored and substantiated by two additional intervals of progress monitoring assessments throughout the school year. Data will be collected and used through the implementation of a data table in Google Drive that lists each student individually by class, and tracks their raw score by standard from the first period, to the second, to the third interval. Mastery for students is determined by the total points possible. Results by functioning level, grade and by class will also be calculated for to determine growth patterns across populations. See table 10 below for an illustration. Once the data collection has begun for the first progress monitoring period, the organizational administrative staff will conduct data chats with every teacher led team to review the students' outcomes. A discussion of the individual needs of the students will be undertaken and a plan aligning their current academic, behavioral, and therapeutic status with their IEP goals will be manifested. This same process will be repeated during the second and third progress monitoring periods.

The school model will assist students in achieving growth through the implementation of the Multi-Tiered System of Supports (MTSS). This is an evidence based model that uses data-based problem-solving to integrate academic, behavior and in schools, therapeutic intervention. The integrated instruction and intervention will be delivered to students in varying intensities (multiple tiers) based on student need. "Need driven" decision-making will seek to ensure that the school's resources reach the appropriate students to achieve learning. Through the MTSS structure, the continuous improvement model will be applied in the classroom through benchmark assessments in order to continually monitor individual student's tiers and

enable growth in all curriculum areas. In addition to the regular snapshots gained through the benchmark assessments, student progress will be evaluated through an appropriate methodology for their learning style on a quarterly basis through curriculum based formative assessments, and reported to parents through a Quarterly Communication Progress Summary.

**Table 8.**

**D. Sharing Student Assessment and Performance Information with Students and Parents**

Student ID	Name Last	Name First	Grade Level	Assessed By Baseline 1	Assessed By Baseline 2	A.1 Personal Data Response Baseline 1	A.1 Personal Data Response Baseline 2	A.2 Identifies Body Parts Baseline 1	A.2 Identifies Body Parts Baseline 2
			8	Jones	Jones	11	11	13	13
						4	6	8	10
						1	3	6	7
						2	4	7	8
						3	4	7	10
						0	3	10	10
						5	7	5	7
						0	5	0	13
						8	0	13	0
						23	32	56	65
						30%	42%	62%	71%

During the continuous improvement cycle, data chats are conducted school wide with educational and therapeutic staff at all levels. Once the data collection has begun for the first progress monitoring period, the organizational administrative staff will conduct data chats with every teacher/therapist/paraprofessional team to review the students' outcomes. A discussion of the individual needs of the students will be undertaken and a plan aligning their current academic, behavioral, and therapeutic status with their IEP goals will be manifested. This same process will be repeated during the second and third progress monitoring periods.

In the same vein, a data chat with every student, if appropriate, and every parent, will be conducted during the three progress monitoring periods throughout the school year. During the data chats, individual student's reports will be shared with both parties to take away for reflection and substantiation.

In order to track students' progress between the large intervals mandated for progress monitoring, the school model will assist students in achieving growth as state above through the implementation of the Multi-Tiered System of Supports (MTSS). Through the MTSS structure, the benchmark assessments in reading, math, science and social studies, administered in an appropriate assessment format as indicated on the students' IEP, will monitor individual student's tiers and mark specific student growth in all curriculum areas. Informal, but private discussions, as appropriate, with students as benchmark assessments are administered will keep the student abreast of the skills they are acquiring. A graph depicting each subject area and benchmark will be developed for a visual cue for all constituents. A weekly progress report, in the students' communication agenda will transmit this information to parents.

Finally, the regular snapshots gained through the benchmark assessments will track student's progress in each discipline. Balanced with the curriculum benchmark tracking system, and within the appropriate assessment format, per student's IEP, a standardized progress monitoring tool will be administered on a quarterly basis. This will be reported to parents on a *Quarterly Communication Progress Summary*.



## **Section 6: Exceptional Students**

### **A & B. Indicate the Level of Service (Developmental Levels)**

- All students attending school are ESE by virtue of the charter agreement. ESE students are provided programs implemented in accordance with federal, state and local policies and procedures and, specifically, with the IDEA (Individuals with Disabilities Education Act ), Section 504 of the Rehabilitation Act of 1973, SS1000.05, ss1001.42(4)(1) and ss1002.33, Florida Statute (2003), and Chapter 6A-6 of the State Board of Education Administrative Rule.
- Students will receive services for both therapeutic needs and educational placement based on initial assessments recommended by their physicians and IEP matrixes. As the students make progress, services may dissipate and if able students will be returned into the mainstream to advance through traditional academic structures.

### **A. Ensuring the Appropriate Placement for Students with a Disabilities**

- As state above, based on recommendations by the student's physicians and IEP, students who are not obtaining success in a traditional school may find. The school a venue for intensive rehabilitation and academic intervention for language, literacy and numeracy accelerations benefits.

### **E. Adapting Facilities for Students with Disabilities**

- Since the school is for the benefit of ESE students, it will be equipped to serve this population through the use of supplementary aids in all aspects of therapy and academic learning.

### **F. Description of School's Effectiveness for ESE Students and Method of Evaluation**

- The school will obtain and maintain outside accreditation through the Southern Association of Colleges and Schools or SACS as it is commonly known. In order to earn and/or maintain AdvancED accreditation, a school must meet the Accreditation Standards, maintain the policies and procedures of AdvancED, host an External Review Team at least once every five years, and engage in the continuous improvement process.

### **B. Explanation of Acclimation for Students Entering Below Grade Level**

- See Section 4 on curriculum for details.

### **C. School's ESE projection of Student Population**

- A market analysis based on the Florida Department of Education's Information and Accountability Services Report entitled *Membership in Exceptional Student Educational Services for 2012 – 2013*. See tables 2, 3, 4, and 5 for details.

### **D. The Staffing Plan**

- See section 10.

### **E. Serving Gifted and Talented Students**

- The school will serve the gifted and talented ESE students through the use of career exploration activities at a very young age. Since the approach of the curriculum discussed in section 4 above introduces differentiation or scaffolding for every subject area, services in

gifted programs that encourage investigation, examination, study, and travel, are built in to the overall education plan as outlined in section 3.

- The application of the STEM program, which encompasses the arts, science, technology, engineering and math, is scaffolded to meet the needs of students who score in the highest percentiles on standardized testing.

## **Section 7: English Language Learners**

### **A. Complying with State and Federal Requirements for English Language Learners: Procedures to be Utilized for Identification and Providing Support Services.**

The school will use the prescribed procedures of the state of Florida as adopted by the district and state. For a full review of the district English Language Learner's (ELL) Policy, see Appendix C.

To qualify for ESOL services, children must be proficient in their native language or have a primary language other than English. The general process for serving the ELL population follows these primary steps:

1. Identification
2. English Language Proficiency Assessment
3. Programmatic Assessment
4. Comprehensive Program Requirements and Student Instruction

Children at our school typically have limited to no primary language as their language skills are severely impaired. Services are provided in English for the students; however, employees who are bilingual do act as interpreters for the parents, siblings, and other family members.

### **B. Staffing Plan for the English Language Learner**

Staffing for ELL's will be on a one to one ratio. The justification for this approach is that students with disabilities and IEP's often have far reaching ramifications for their learning and the necessary accommodations. Since teacher /student numbers are minimal and lack of language proficiency is a major area of concern for our students, language needs are built in the model for all students.

This is NOT meant to minimize ELL student needs over and above their IEP because the growth this model promises will not transpire for a student who may have some aspect of fluency in another language other than English and will require an ELL Committee to set up an Intervention and develop an ELL Student Plan. As these cases arise, through the processes outlined in section A, the committee will be activated and a plan will be put in place.

### **C. How will Below Grade Level Students Be Engaged and Benefit From the Curriculum**

In section 4, as the description of the school's curriculum in the core academic areas is outlined, students who are functioning below grade level will be served through a differentiated curriculum. With this venue in place, in addition to the STEM, hands-on approach, students functioning below level can access the curriculum in an engaged manner and show gains as prescribed throughout the charter.

## **Section 8: School Climate and Discipline**

### **A. The School's Planned Approach to Classroom Management and Student Discipline**

The school wide behavior management system is based in behavior analysis (FBA). Behavior analysis (BA) focuses on the observable relationship of behavior to the environment, including antecedents and consequences. By functionally assessing the relationship between a targeted behavior and the environment, the methods of BA can be used to change that behavior. All staff is trained for thirty (30) hours in FBA and the cadre team is trained in professional crisis management.

Behavior management can be one of the largest barriers for middle school ESE students when trying to learn and learning to socialize. The staff will be extensively trained in positive behavior reinforcement and professional crisis management (PCM) in order to handle crisis situations and normal behavior outbursts.

Students will have a functional behavioral assessment (FBA) and the students' behavior will be measured and graphed on a routine basis for documentation purposes. All staff will be trained on the philosophy that we must work to learn antecedent behaviors that cause our students to "melt down" and how to avoid the melt downs by utilizing skilled behavior management techniques based on positive reinforcement, known as sensori-motor stimulation techniques. The techniques that meet the sensor-motor integration demands of the child, paired with knowing the motivator or leverage the child will work towards will help the child to manage their own behavior because they are working towards a goal they have selected.

## **B. The School Code of Conduct: Policies for Discipline, Suspension, and Dismissal**

(See Appendix J for the Our Children's Code of Conduct.)

## **II. ORGANIZATIONAL PLAN**

### **Section 9: Governance**

#### **A. Describe how the school will organize as or be operated by a non-profit organization.**

The school will operate as a public charter school. It will file with the state of Florida for incorporation as a not for profit once the charter has been approved, pursuant to the Florida Statutes for Charter Schools. Once the charter contract is negotiated, it will also apply with the Federal government as a 501c3 tax-exempt organization.

The school will be governed by a Board of Trustees. In order to keep the school accountable, the governing board is committed to ensuring that the school adheres to Florida charter school law and any pertinent legislation. The board's by-laws, see Appendix D, define board expectations, and will also delineate all policies and procedures for the school. In addition, all financial transactions and expenditures will be subject to board scrutiny and large expenditures will require board approval.

The daily operations of the school will be the responsibility of the Executive Director, who reports to the governing board.

#### **B. Provide an organizational chart for the school and a narrative description of the chart. Clearly describe the proposed reporting structure to the governing board and the relationship of the board to the school's leader and administration.**

The governing board is the ultimate authority in decision-making for the school. The Executive Director is accountable to the governing board. The Executive Director will serve as a non-voting member of the board and will attend all board meetings in order to report to and receive information from the governing board. The governing board will be responsible for the oversight of the Executive Director and the major expenditures of the school. The Executive Director will oversee the teachers, the curriculum of the school and the day to day operations on the campus. The board will also be accessible to the parents and community for any issues, concerns, or questions they may have. (See Appendix E for the Organizational Chart.)

#### **C. Provide a description of how the governing board will fulfill its responsibilities and obligations, including but not limited to:**

The board shall have jurisdiction over the affairs of the corporation, subject to the By-Laws of the school. The board may appoint officers and create committees in accordance with the by-laws. Such officers and committees shall be responsible for such tasks as determined by the board from time to time. The board will annually perform an evaluation of the job performance of the Executive Director using Florida's approved Marzano's Leadership Evaluation tool.

The school expects that its board will be an active, policy-making body, which is responsible for financial oversight as well as managing the Executive Director. The board will not, however, be involved in the daily

operations of the school. In addition, the governing board as a whole and as individual members will have the following responsibilities and obligations.

**Governing Board Responsibilities and Obligations:**

- Employ and evaluate the Executive Director
- Set operational policies for the school.
- Oversee the use of funds, including establishing and annual budget
- Ensure the mission and guiding principles of the school are upheld
- Safeguard the integrity of the school therapeutic - academic model
- Ensure the assessment standards are being met
- Form committees to address concerns and problems
- Fill board vacancies as needed
- Attend all board meetings

**D. Proposed Policies and Procedures of the Governing Board: Proposed Bylaws**

On a yearly basis, at the August Board meeting all Board members of Our Children's will review the Code of Ethics, Confidentiality Agreement, and the Conflict of Interest policies. The following are highlights of the administrative Board policies.

**Code of Ethics**

- Supports the objectives of the Corporation
- Serves the overall best interests of the Corporation rather than any particular constituency
- Brings credibility and good will to the Corporation
- Respects principles of fair play and due process
- Demonstrates respect for individuals in all manifestations of their cultural and linguistic diversity and life circumstance
- Respects and gives fair consideration to diverse and opposing viewpoints
- Demonstrates due diligence and dedication in preparations for and attendance at meetings, special events and all other activities on behalf of the Corporation
- Demonstrates good faith, prudent judgment, honesty, transparency and openness in their activities on behalf of the Corporation
- Ensures that the financial affairs of the Corporation are conducted in a responsible and transparent manner with due regard for their fiduciary responsibilities and public trusteeship
- Avoids real or perceived conflicts of interest
- Conforms with the By-law and policies approved by the Board, in particular this Code of Ethics, the Confidentiality Agreement and Conflict of Interest policies
- Publicly demonstrates acceptance, respect and support for decisions legitimately taken in transaction of the Corporation's business

**Confidentiality Agreement**

I, \_\_\_\_\_ (*Board Member Name*), a director of Our Children's, declare that, in carrying out my duties as a director, I will:

1. Exercise the powers of my office and fulfill my responsibilities in good faith and in the best interests of the Corporation.
2. Exercise these responsibilities, at all times, with due diligence, care and skill in a reasonable and prudent manner.
3. Respect and support the Corporation's by-laws, policies, Code of Ethics, and decisions of the Board and membership.

4. Keep confidential all information that I learn about clients, personnel, collective bargaining and any other matters specifically determined by board motion to be matters of confidence.
5. Conduct myself in a spirit of collegiality and respect for the collective decisions of the Board and subordinate my personal interests to the best interests of the Corporation.
6. Immediately declare any personal conflict of interest that may come to my attention.
7. Immediately resign my position as director of the Corporation in the event that I, or my colleagues on the Board have concluded that I have breached my "Oath of Office."

**Conflict of Interest**

A policy has been adopted to inform board members, provide for annual reviews, and to control related party transactions. Conflicts of interest should be rigorously avoided.

1. All proposed transactions be reported to the board and be approved in advance.
2. The board records demonstrate that the transaction is truly in the best interest of the organization, as provided by a competitive bid or comparative valuation, and that it does not violate state law.
3. The related party be excused during the process of board deliberation, other than to respond to questions, and abstain from voting.
4. The board performs an annual review for potential and known related party transactions through annual conflict of interest Questionnaires to be completed by each board member, officer, and senior management of the corporation, including related entities.
5. Controls be established to ensure that normal corporate controls and accountability are maintained. In some cases, this may involve the assignment of another board member to act on behalf of the organization in dealing with the transactions.

**Conflict of Interest/ Related Party Questionnaire**

Conflicts of Interest/Related Parties:

Means yourself, your spouse, family members, business interests, and/or associates. Conflicts of interest may arise when one party has the ability to significantly influence the management or operating policies of the other to the extent that one of the transacting parties might be prevented from fully pursuing the interests of OC rather than his/her own separate or related party interests.

Considering the period from : \_\_\_\_\_ ( Enter Applicable Dates) \_\_\_\_\_

	<u>Yes*</u>	<u>No</u>
1. I (or a related party of mine) hold, directly or indirectly, a position of financial interest in an outside concern from which OC secures goods or services.	_____	_____
2. I (or a related party of mine) render directive, managerial, or consultative services to, or am an employee of, any outside concern that does business with OC.	_____	_____
3. I have accepted gifts or other benefits from any outside concern that does or is seeking to do business with OC.	_____	_____

4. I have participated in management decisions concerning transactions that affect or benefit me, my family, or my personal financial interests (other than ordinary management decisions on employment matters such as compensation) \_\_\_\_\_

5. I (or a related party of mine) have been indebted to OC at some time during the above stated period. If so, please note the nature, date, terms, and amount. \_\_\_\_\_

6. OC has been indebted to me (or a related party of mine) at sometime during the above stated period. If so, please note the nature, date, terms, and amount. \_\_\_\_\_

\*Please provide further explanation of any Yes” answers and information on any related party

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**E. Explain how the founding group for the school intends to transition to a governing board.**

The founding group is comprised of four members who are uniquely talented and capable of accomplishing the important task of researching and creating the Governing Board. The group is comprised of two attorneys, one corporate business president, and one insurance agency owner from Winter Haven Florida. To date, it was determined that the small founding group will assist in the facilitation of the selection process for the Governing Board, which will kick off in August of 2015. A set of Bylaws has been drawn up and is available for review in Appendix F. The founding board is committed to preserving the fidelity of the model, which is a therapeutic and academic intervention program for ESE system. It is committed to making board selections and creating additional officers and bylaws that will preserve the integrity of the network. A slate of individuals will be suggested based on their educational and business expertise and with a recommendation from the Executive Director to the founding board for a final vote from the founding board.

**F. Describe the plans for board member recruitment and development, including the orientation process for new members and ongoing professional development.**

Board members will be recruited based upon the current needs of the board in conjunction with the desire to maintain a balanced board. The school seeks a board diverse in background and talent and representative of the needs of the school it will serve. An announcement will be posted at the Chamber of Commerce inviting community leaders to come to a coffee or afternoon presentation to acquaint the community leaders with the new school. Potential board members will be invited to meet with the Executive Director Leadership Team, and Founding Board members for an explanation of the program, philosophy, mission, vision, board member expectations and board member requirements. Board members will be oriented to the school by being invited to attend and participate in any and all events held at by the school. The Founding Boards will recommend a slate of board members, for appointment to the new school Board of Trustees and the Executive Director will select at least 5 but no more than 7 to be appointed to the board. All Board members will serve as a volunteer and receive no pay.

The board should maintain ongoing professional development opportunities applicable to the particular board member’s area of expertise. The Executive Director, organizational leadership team, school staff and other members of the board will conduct a new member’s orientation.

All members of the governing board will comply with the requirements for board training pursuant to Florida Statute 1002.33 and FAC Rule 6A-6/0784. All board members will complete an in person, in-depth, state-approved charter school governing board training within 30 days of being selected and approved as a board member.

**G. List each of the proposed members of the school's governing board, indicating any ex-officio members and vacant seats to be filled.**

For each proposed member, provide a brief description of the person's background that highlights the contribution he/she intends to make through service as a governing board member and any office of the board that individual holds.

Once our charter application is approved, our Leadership and Founding Board will begin the recruitment process for the school's board of trustees in accordance with the procedure outlined in 9.F.

**H. Outline the methods to be used for resolving disputes between a parent and the school.**

The Chairman of the Board must assign a liaison that the parent may go to if they feel that their problems are not getting resolved. This person could be a board member, a department head, or a member of the organizational leadership team and the liaison will be posted on the school's website and the announcement of the Parent Liaison will address the parents at the school's parent orientation.

:

**I. Name of the partner organization.**

OCRC

**J. Name of the contact person at the partner organization and that person's full contact information.**

Heike Reeves: OCRC Executive Director

Heike.Reeves@ourchildrens.org. Phone: (863) 294-1429

**K. A description of the nature and purpose of the school's partnership with the organization.**

Nature is through a contractual arrangement to provide speech language pathology, physical and occupational therapy and applied behavior analysis along with mental health counseling. The services provided by Our Children's Rehab Center for the school would be to meet the innovative therapeutic and educational model that best serves the purpose unique needs of the children served.

**L. An explanation of how the partner organization will be involved in the governance of the school.**

It will involved through a well defined contractual arrangement, clearly defined speech and language, physical and occupational, and behavioral therapy services provided in a most uniquely designed intervention model that meets the comprehensive student needs. To insure clear lines of communication between the organizations, a nonvoting, non advisory liaison from OCRC would attend the school's governing board meeting and vice versa.

## **Section 10: Management**

**Explain the school's plan for recruitment, selection, and development.**

The school will be lead by the Executive Director of the non profit orgranization, who will report to the governing board, and with the support of the organizational leadership team, will oversee that the responsibilities of the school, staff, parents, and community are fulfilled within the guidelines established.

The Executive Director minimal requirements:

- Must show evidence of a working knowledge of the principles of Total Quality Management and Robert Marzano's School Leadership and Teacher Evaluation Model
- Five (5) years related professional experience in exceptional student education.
- Master's Degree from an accredited college or university

The Executive Director shall implement and uphold the school's vision and mission. In collaboration with the organization administrative team, they will perform administrative functions in the areas of curriculum, instruction, personnel, budget, purchasing, public relations, operations, food service and transportation.

They are responsible for the management of the school and maintaining professionalism in the following areas:

- Accountable to the board by serving as the primary source of communication pertaining to applicable information regarding school performance, issues, and needs.
- Responsible for the development, implementation, and evaluation of the philosophic foundation, goals, and objectives reflecting district and state goals.
- Responsible for attending all board meetings.
- Responsible for the development, implementation, and evaluation of school philosophy
- Responsible for creating an organizational leadership team by seeking professional staff in order to meet the goals and objectives of the school.
- Develop and maintain a positive school/community climate and a safe and healthy environment.
- Disseminating and implementing policies and procedures as they relate to students, staff, and school community.
- Responsible and accountable for the management of finances for all monthly and annual reporting of revenue, expenditure, and fund balances. In addition, the Executive Director will report all financial records to the board.
- Goals, and objectives reflecting district and state goals.
- The Executive Director is also responsible for complying with the School Board requirements for financial documents and reports in a timely manner as well as appropriate financial documentation required by Florida Law.
- Maintaining records and necessary reports for efficient operation of school compliance with federal, state, and local requirements.
- Responsible for all aspects of enrollment including but not limited to applications, admissions, suspensions, and dismissals.
- In addition, the Executive Director along with the leadership team, will strategize with the board to promote community awareness and interest towards the school
- Must maintain a positive community image and serve as the spokesperson for the Our Children's.
- In addition, the Executive Director must be at the forefront of parent/student relationships through positive and effective parent contact.

#### Teacher Job Description

Teachers must or will have at a minimum:

- a broad base of knowledge from which to guide students
- a minimum of a bachelor's degree from a regionally accredited college or university
- Experience in working with children with special needs.
- A Florida professional or temporary teaching certificate, or the ability and background to obtain.

Teachers will need to be flexible, aware, and available in a different manner than traditional school teachers. In addition, the teachers should possess knowledge of normal patterns of development in children as well as knowledge to identify disorders. The teaching team must have exceptional interpersonal skills and organizational skills. The school expects excellence in the following areas:

- Developing lesson plans and scaffolding instruction that focuses on individual student's needs on a daily basis
- Collaboration of curriculum with the Speech Language Therapist within the classroom in an ongoing manner, as well as the other therapists assigned to meet each student's developmental needs
- Creating a classroom environment based on Applied Behavior Analysis and in conjunction with the Behavior Analyst to encourage student's enthusiasm and assists in the development of student's behavior plans if applicable and of all students' academic progress.



- Developing annual goals for all students by assessing and evaluating student progress and adjusting instruction accordingly. The Teacher uses the assessment to assure that students are meeting the annual goals established.
- Maintain quarterly progress reports for periodic review and progress of student development
- Constantly maintain a great working relationship with staff and families of students.
- Attends regular staff meetings in order to keep up with new information, policies, practices, and procedures.

**Outline the criteria and process that will be used to select the school’s leader and the process by which the school leader will be evaluated.**

The schools governing board will oversee the selection process for the school’s leader and will valuate leadership at the school on an annual basis. The school’s leader must possess the knowledge, skills and abilities outlined in the leadershp job description. Medical credentials are preferred, but not required. The performance will be evaluated through the Florida Department of Education’s leadership model developed by marzano. The method of evaluation are based on mission enhancement, competency and job knowledge, quality of job performance, teamwork and interpersonal skills, policies and procedures, and adaptation to the environment.

**Section 11: Educational Service Providers**

The school will not be using a educational service provider.

**Section 12: Human Resources and Employment**

(See Appendix H.)

**Section 13: Student Recruitment and Enrollment**

**Provide a staffing plan for each year of the charter term.**

The school will have one Executive Director, an organizational leadership team, fourteen (14) highly qualified teachers, and ten highly qualified paraprofessionals. In addition, it will contract for the appropriate number of Occupational Therapists, Physical Therapists, Behavior Analysts and Speech and LanguagePathologists deemed necessary based on student need. If additional staff is required, the governing board will approve any staffing changes. The projected enrollment for the school within the first year is expected to be 243 students. However, plans and provisions will be made in order to comply with class size and certification requirements.

	2016	2017	2018	2019	2020
	133	171	207	252	308
# of Teachers	13	15	17	19	22
# of Paras	26	30	35	38	44

**Plan for Recruitment, Selection, Development and Evaluation of Staff**

Recruitment: Recruitment of staff will be conducted by advertising at colleges and universities, through job fairs, and through the Internet and through the state of Florida’s Career Source. The credentials of all potential employees will be verified prior to becoming an employee.

Selection: All applicants must complete an employment application and participate in a formal interview, reference check and credential verification process. Once hired, the employe will be fingerprinted, have a background screening by the FDLE

and be drug screened. All employees must provide references and documentation of previous experience (when appropriate).

### Professional Learning & Development

Staff training and expertise development is a paramount emphasis at our school. All staff will have a series of annual mandatory inservice training modules they must complete prior to receiving their annual merit increases. Recognizing the specialized needs of the students to be served by the school, it is intended that the special educator and other professional and paraprofessional staff will need a variety of training in the areas of Sunshine State standards, curriculum and both innovative educational and therapeutic interventions. Staff will attend trainings at the school site, within the district, and out of district. Monthly staff meetings will provide the opportunity for staff to share what they have learned at a course or seminar they attended or outside vendors of specialized equipment or programs will be invited to share information helpful to developing the programs.

Evaluation: Employees will be evaluated annually within 30 days of their date of hire using the Florida adopted Marzano Teacher Evaluation system. The employee's job description and the Out Children's model which will be approved by the Florida Department of Education is the basis for the annual performance appraisal. These reviews demonstrate input from the person being evaluated where they have identified areas they need to improve and performance goals they wish to address during the upcoming year. The evaluations are conducted in collaboration with their direct supervisor. These new performance objectives become part of the next year's annual performance appraisal. Annual reviews will be kept in the employees personnel file.

## **Section 14: Facilities**

### **If the site is acquired:**

#### **A. Describe the proposed facility, including location, size and layout of space.**

The school primary facility will need to be approximately 20,000 to 25,000 square feet and located in the northern part of the county. At this juncture a facility has not been selected.

#### **B. Describe the actions that will be taken to ensure the facility is in compliance with applicable laws, regulations and policies and is ready for the school's opening.**

The facility selected will be inspected by the fire marshal and the health department. It will pass radon inspections. The school will provide the sponsor with all applicable compliance documentation required to conform with laws, regulations and policies prior to opening.

#### **C. Describe how the facility will meet the school's capacity needs for students to be served.**

The square footage of the facility will meet or exceed the capacity requirements for the projected enrollment. Additionally, a desired facility will have acreage for outdoor activities and portable installation if necessary.

#### **D. Explain the anticipated costs for the facility, including renovation, rent, utilities and maintenance. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs.**

Generally, the facility costs are paid as rent but the goal is to evaluate the most cost efficient approach to the facility. Occasionally, Charter operators may find a depressed property at a good price and the renovations can be rolled into the financing or the Charter may the Charter Board may find a contractor willing to carry the expense of the renovation and purchase.

- *The financial plan for the proposed school should align with the facilities-related costs described.*

**E. Describe the back-up facilities plan.**

- From experience, a school may consist of portables, which are available at a very reasonable price. Portables may be placed on land owned by the Board or leased.

**Section 15: Transportation Service**

**A. The School’s Plan for transportation, including any plans for contracting services.**

The school believes that transportation should not impede a student’s access to education at the school. The school will contract with the district for transportation services. For those students who live within a two-mile radius from school, the school will make arrangements on an individual student need, either as a walker, bike rider, or parent pick-up. The student’s IEP will also address the transportation needs and the school will comply with the terms and conditions discussed.

**Section 16: Food Service**

**A. Describe the school’s plan for food services, including any plans for contracting services or plans to participate in the National School Lunch Program.**

The school will make arrangements with the school district for food services if permissible at the time of approval. If arrangements with the school district are not allowed or available, Our Children’s will contract with another charter school in the county to provided food services for our students.

**Section 17: Budget**

**A. Provide an operating budget covering each year of the requested charter term that contains revenue projections, expenses and anticipated fund balances. The budget should be based on the projected student enrollment indicated on the cover page of the application.**

The school’s management and administration has demonstrated competency with budget management of charter schools. Every year the charter school was open, operations were in the black with annual increases in their reserve of money. The school will operate with a budget primarily funded through FEFP, with supplemental funds acquired in the form of grants (including the Charter Schools Program federal Grant-CSP) and donations from the community. The Board of Trustees and the Our Children’s strongly believes in being good stewards in regard to money management and provides the school with a team of experienced and passionate professionals dedicated to the cause. Appendix G includes a detailed 5-year estimate of revenue, staffing plan and operating budget.

**The School’s Estimated Operating Budget Snapshot**

YEAR	PROJECTED ENROLLMENT	PROJECTED REVENUE	PROJECTED EXPENDITURES	PROJECTED NET BALANCE
2016-2017	133	2,480,452	2,479,903	549
2017-2018	171	2,879,920	2,839,853	40,067
2018-2019	207	3,577,444	3,541,573	35,871
2019-2020	252	4,323,214	3,979,910	343,304
2020-2021	308	5,223,194	4,928,075	295,119

\*These figures do not include start-up competitive grant funds

**A. Provide a start-up budget that contains a balance sheet, revenue projections, including the source of revenues, expenses, and anticipated fund balance. The start-up budget must cover any period prior to the beginning of FTE payments in which the school will expend funds on activities necessary for the successful start-up of the school.**

(See Appendix G - Estimated School Operating and Start-up Budget.)

**B. Provide a detailed narrative description of the revenue and expenditure assumptions on which the operating and start-up budget are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.**

As mentioned in section A, the school has a sound financial management team that has demonstrated the ability to effectively budget and manage expenses for a start-up charter with initial CSP grants, as evidenced by successful “start-up” of The Our Children’s Academy, Lake Wales, Florida and the financially successful operation of that school for eight years, while meeting FTE projections. They have demonstrated the ability to balance funds resulting in successful external audits annually, which is crucial to meeting the school’s aspiration and overall vision. The school and the Board of Trustees are well aware of their responsibilities, in regard to financial dealings, and take them very seriously. The school start-up and operating budgets do not include the competitive CSP grant money in this budget narrative. Since the CSP grant has become so highly competitive, this application for a charter has prepared a budget to open without dependence on the CSP grant.

**Revenue Assumptions**

**Operating Revenue Assumptions:** The 2016-2017 Florida Education Finance Program (FEFP) revenue (Red Book 13310000) was projected using the 2013-2014 Charter Revenue Estimate Worksheet with a projected student population of 133 Base Student Pre-K – 6<sup>th</sup> grade with ESE guaranteed allocations, and ESE 254 and 255. The FEFP revenue for 2016-2017 totaled 2,480,452.00.

Included in the revenue projections for 2016-2017 and the next 4 years are Transportation Funds and Medicaid/private insurance revenue received from billing the rehab services. Projections of IDEA funds are also included. Fund balances are noted as “ending balance” on the final line of the operating fund. These balances are projected and show conservative and careful budgeting. Each year the enrollment projections increase and so does the expenses including additional teachers, paraprofessionals, etc.

**Other Start-Up Revenue Assumptions:** That the local community will support the school with donations and pledges to assist the school with its start-up with a targeted fundraising goal of an additional \$25,000.00.

**Start-up Expenditure Assumptions (2016-2017):** The school has the following expenditure currently budgeted for the start-up year: \$25,000.00 Instructional staff training services, board, school administration, contracted fiscal services and operation of plant.

**Instructional Staff Training Services:** Since it is imperative that the school begin with staff who are trained in applied behavior analysis, sensori-stimulation, child directed teaching, visual supports and language teaching within context. The total for instructional training of staff is \$8,000.

**Board:** The school has budgeted for board expenditures during the start-up period. The application for a 501 © 3, (IRS 1023) will cost IRS fees of \$750.00 and this budgeted under Contracted Services. The accountant fees for filing the 1023 are also included. Legal services are budgeted for the start-up to direct and facilitate the negotiation of the charter contract. The board is also required by Fla. Statute to complete a charter school governing board training, which is estimated to be \$500.00. The total for board expenditures for the start-up year is \$3,500.00

**School Administration:** The administration of the school will require the following expenditures for the start-up year: travel, postage, Executive Director, organizational leadership team, and clerical salaries for 3 months, office supplies, dues and fees, and travel. The administrative salaries expenditures are paying for the preparations of opening the school three months before July 2016 start of school. Office supplies are necessary for the administrative personnel to have when preparing for the opening of the school. Expenditures for training have the Executive Director and administrative team are also included in the start-up budget. Postage and advertising are expenditures for promoting the new school to potential families and referral sources. The total start expenditures for the school administration are \$15,000.00.

**General Administration:** Technical support for installing the needed server, wiring, wireless modems, switches, etc. for the technology needed by administration is included in the start-up budget totaling \$8,500.00.

**Plant Operation:** Initial payment of building insurance is estimated to be \$500.00. Set up of camera security surveillance is estimated for the initial payment to be around \$10,000.00. The total for plant operation start-up is \$10,500.00.

The total expenditures for the start-up year total \$49,250.00. The revenue for the first year is \$25,000.00 from the federal competitive start-up grant plus \$24,250.00 obtained in fundraising efforts. The general operations expenses are outlined in detail in the budget without grant funds. It can be seen that the school is prepared to meet basic operational expenses outside the start-up grant. However, the three phase start up grant will supply the much needed resources to purchase the specialized equipment needed to provide quality intervention for our children with disabilities. The budget indicates the number of paraprofessionals and teachers, who meet the state requirements for the teacher certification.

**C. Explain how the governing board will monitor the budget, including a strategy for addressing revenue shortfalls due to lower than expected enrollment.**

The governing board will monitor the budget monthly by reviewing revenue and expense amounts and comparing them to the budget. Should shortfalls in the revenue occur due to lower than expected enrollment some strategies that may be used include: additional fundraising efforts through grants and solicitation of community donations, campaign to enlist new students into program, employee layoffs, preventative measures (such as having a strong staffing plan by hiring according to enrollment, ad hearing to that staffing plan and not over-hiring).

**D. Provide monthly cash flow projections for the school's start-up period (i.e. from the date on which the application is approved to the beginning of the first fiscal year of operation) through the first fiscal year of operation.**

Annual budgets with can be found in Appendix G, which are the operating financials. These revenue and expenditure amounts will be divided by 12 months thus providing monthly revenue and expense amounts. Each month the Board of Trustees of the school will review the actual budget compared to the budget amounts. Monthly budgets must be viewed carefully since some expenses may be paid in lump sums, such as property insurance, or a large computer or equipment order. These monthly budgets must be reviewed "on balance" with the entire year in mind. Some months may show negative balances when one time expenditures are made, and other months the school will show a solid positive bottom line because there were no large or one time payments. The budget for each year shows a positive "roll forward" balance and this balance will be experienced during many of the operating budgets each month. These monthly budgets for the next 5 years plus the start-up year can be achieved by dividing each number by 12. Business Director or Executive Director will approve up to \$5,000.00 and also give monthly report to the Board of Directors. All purchases above \$5,000.00 will need the approval of the Board of Trustees.

**E. Describe the school's fundraising plan, if applicable. Report on the current status of any fundraising efforts, including verification of any fundraising monies reported in the school's start-up or operating budgets.**

The Our Children's has been extremely successful with fundraising annually. The Our Children's Rehab Center, Inc. formally conducts the fundraising activities and prescriptively, itemizes costs and allocates through contractual, pre-identified percentages the donation amount for the school. Some of the fundraising events conducted by OCRC and the school are: the annual St. Paddy's Day Gala and Auction; The Red

Balloon Hanger Golf Tournament; The Red Balloon Paddle for Kids fundraising event. In addition to these events, the school will benefit from annual solicitation donations, grants, and other opportunities to raise money outside the FEFP, federal, and local revenue obtained by charter schools.

## **Section 18: Financial Management and Oversight**

### **A. Describe who will manage the school's finances and how the school will ensure financial resources are properly managed.**

The school takes the financial accountability requirements of the Florida Charter School Legislation very seriously. The organizing committee (financial/audit committee) will take the necessary steps to ensure financial accountability. Once the budget is established, a monthly financial report will be prepared by the school accountant and sent to the District Director of Finance that will show expenditures, outstanding purchases, and projected expenses.

The Board of Trustees, who have fiduciary responsibility for the organization, will review and approve the budget on a regularly scheduled basis. In addition, an outside consultant or accountant will review the accounts on a monthly basis and this accountant will reconcile the check book. Furthermore, an annual audit by an outside accounting agency, separate from the independent accountant, will be utilized to conduct an impartial audit of the entire organization.

The Executive Director and Office Manager may serve as the school based finance manager providing the Board of Trustees with the necessary information they need, along with an outside certified public accountant firm, Fox, Sherwin & Comp., 7901 4th St N. #100, St. Petersburg, FL 33702

The format of the accounting records shall be maintained in the format used by the Public School system. Records shall be maintained in the format described in Financial and Program Cost Accounting and Reporting for Florida Schools.

### **B. Describe the financial controls, including an annual audit and regular board review of financial statements, which will be employed to safeguard finances.**

The school spending priorities are fairly simple: money should primarily link to the education of students using the unique methods and specially designed techniques of the methods outlined in this document. The school does anticipate having a reasonable funds reserve in each school year. These funds will be used for unexpected changes in FEFP funding, unexpected large expenses, and/or replacement of one-time expenses items. Additionally, this balance will be used for classroom expenses needed. The school's fiscal philosophy is to be compliant with regulations, to be competitive with teacher salaries, and to provide necessary funds to the classroom.

The projected budget includes dollars set aside to hire a certified public accountant or accounting firm to conduct an independent, annual audit of financial statements. The school will begin the hiring process for the auditor six months prior to the opening of the school. The Audit committee, appointed by the Board chair, will prepare and disseminate the RFP for an auditing firm to conduct an external audit of the organization. Those interested audit firms will be provided with instructions to prepare their proposal. The Audit committee will then rank and recommend the firm of choice. The information will be organized and presented to the governing board, which negotiates and signs a written contract with the chosen audit firm.

All records will be compiled and prepared for review by August 15 and submitted on or before September 30<sup>th</sup> of each year. The Audit will be prepared in written format and contain a complete set of financial statements: assets, liabilities, fund balances, revenues, and expenditures, as well as any notes that have been prepared by the school's accountants will be provided to the Office of School Choice and the School Board auditors. Audit information will also be included in the annual report which is distributed to the School Board members as well as state officials. Any and all audit exceptions will be addressed and remedied prior to submittal to district and state officials. The Audit committee will review the audit findings and provide input into any remedy or policy changes that might be needed.

In addition, the Business Manager will prepare monthly financial statements. The monthly financial statements will reflect revenue and expenditures using the Financial and Program Cost Accounting and Reporting for Florida Schools, which is also called the Red Book. These financial reports will state not only the monthly information, but also the year to date information. Each member of the governing board will receive a copy of these monthly statements. The Director of Finance will provide monthly income statements and any other required statement to the district's financial office.

The school will safeguard the accountability of finances by requiring:

- Two signatures on all checks,
- Board approval of proposed budgets and amendments,
- Accountant's balancing of the checkbook monthly,
- An annual audit by an independent accounting firm,
- The Business Manager approval for all expenditures, and
- Board approval on any expenditure over \$5,000.00.

The school will abide by all current and future local, state, and federal guidelines for financial controls. Since the school will be a small school, the Organizational Leadership Team will need to be vigilant in recruiting and monitoring the enrollment and will ensure that recruitment is ongoing.

**C. Describe the method by which accounting records will be maintained.**

In order to maintain accounting records, the school will use Generally Accepted Accounting Principles (GAAP). Software provided by the accountant will be used for reporting as the accountant has set up reports with function and code numbers which align with the Red Book.

**D. Describe how the school will store student and financial records.**

The school will implement the use of the storage facilities in the administrative offices of the school. The school will obtain and store student and financial records in accordance with the district guidelines for record storage. Student records and employee files will be stored in a locked, fire resistant cabinet in the Business Managers Office. Financial records are electronically stored and backed up nightly on the school server with power back-up. Students who withdraw from the school will have their records forwarded to their next attendance center; students who transition to middle school will have their record forwarded in a timely manner to their designated middle school or designated school of choice. Key concerns addressed at the school site will be:

- Limited access, authorized personnel only;
- Protection from natural disasters;
- Protection from theft, vandalism, and intruders;
- Additional security measures.

**E. Describe the insurance coverage the school will obtain, including applicable health, worker's compensation, general liability, property insurance and directors and officer's liability coverage.**

Upon completion of contract negotiations with the district, the School's Board of Trustees will provide the required insurance in the agreed-upon amounts as part of the final documentation provided before opening and in time for presentation the Board. Proof of such insurance to comply will be provided to the district in accordance with the Florida Charter School Legislation.

The school will offer health insurance coverage options to all full-time employees. During the set-up year, contracts will be arranged with major insurance companies through Mulling Insurance to provide health

coverage, dental, and life insurance. Supplemental Insurance coverage will also be made available through AFLAC.

In addition, Mulling Insurance will provide employees with worker’s compensation and unemployment compensation insurance. The school will obtain Board of Directors and Officer Insurance, Errors and Omissions, General Liability Insurance and an Umbrella policy at the limits required.

**Section 19: Action Plan**

**A. Present a timetable for the school’s start-up.**

Our Children’s is applying for a charter in August of 2015. This school will have no affiliation with Our Children’s located in Lake Wales, Florida. However, this school will be following on the heels of Our

Children’s of Winter Haven (note the absence of the word “Academy” in OCWH). OCWH opened in 2014 as a McKay school to best serve the children in the greater Winter Haven area. Our application for the Charter School is to simply obtain additional revenue thus giving us the opportunity to provide more robust and comprehensive services to the children with special needs.

The new charter school will be operating out of the facility OCWH had been using during the 2014-15 school year making the facility acquisition smooth and not cumbersome in the areas of inspections and other necessary licensing required to operate schools per the Florida Department of Education..

The newly formed OC board (Charter and operates in the sunshine) will be separate from the OCWH board (McKay) and separate from the OCRC board (Therapy provider) as well.

**The OC timetable for the school’s start-up is as follows:**

<b>COMPLETION</b>	<b>ACTIVITY</b>	<b>DESCRIPTION</b>
August 2014	Our Children’s Charter School submits application	<ul style="list-style-type: none"> <li>• Application for charter will be submitted by Aug. 1, 2014 deadline</li> <li>•</li> </ul>
October/Nov 2014	District approves charter	<ul style="list-style-type: none"> <li>• Approval is granted by the and OC is informed</li> </ul>
November 2014	OCCS applies for nonprofit status under IRS ruling	<ul style="list-style-type: none"> <li>• OCCS files nonprofit Articles of Incorporation</li> <li>• OCCS applies for federal employer ID number</li> <li>• OCCS applies for Florida sales tax exemption</li> <li>• OCCS applies for 501 (c)(3) with IRS (form 1023)</li> </ul>
Jan. 2015	OCCS Governing Board	<ul style="list-style-type: none"> <li>• The OCCS governing board is established</li> </ul>
	Board officially expands the Board of Trustees and elects its slate of officers.	<p>State laws and the school by-laws.</p> <ul style="list-style-type: none"> <li>• If revisions are needed in the OCCS bylaws, these revisions will occur at this time.</li> <li>• If new Board members are added who reflect the interest of the OCCCS population, those board members will be scheduled for training.</li> <li>• Necessary background checks will occur.</li> </ul>
Jan. 2015	Implementation plan begins	<ul style="list-style-type: none"> <li>• The OCCS board creates a plan to take the school from approval to opening.</li> </ul>



Jan. 2015	Bank accounts established	<ul style="list-style-type: none"> <li>OCCS Board of Trustees will establish appropriate bank accounts and financial arrangements for the school. <ul style="list-style-type: none"> <li>OCRC, the founding board may act as a lender of “seed” money to open the bank acct.</li> </ul> </li> </ul>
Feb. 2015	First board meeting OCCS	<ul style="list-style-type: none"> <li>The first OCCS board meeting will occur,</li> <li>Schedule for future board meetings for 2015-16</li> </ul>
Feb/March 2015	Charter agreement is negotiated and	<ul style="list-style-type: none"> <li>Charter agreement is reviewed with legal counsel.</li> <li>Terms of the charter are negotiated as needed</li> <li>Charter is signed.</li> </ul>
		<ul style="list-style-type: none"> <li></li> </ul>
November 2014	OCCS establishes contact information	<ul style="list-style-type: none"> <li>The following will be established: Mailing address, phone number, email address,</li> </ul>
Jan.-Sept. 2015	Facility is acquired	<ul style="list-style-type: none"> <li>Realestate is found, negotiated and financing is obtained.</li> </ul>
Jan.2015 to Jan 2016	Obtain revenue for the new school	<ul style="list-style-type: none"> <li>Apply for start up grant or any other grants that might be available. Look for supporters who might donate to the cause of securing a building.</li> <li>Plan fundraising events to assist with defraying the costs of opening a new school.</li> </ul>
Jan. 15, 2015	Apply for a Start up grant to assist with the expenses of starting anew school.	<ul style="list-style-type: none"> <li>Obtain grant information and consult with the charter choice office to obtain instructions on how best to implement the grant.</li> </ul>
toJanuary 2016 – August 2016	Recruitment of OCCS students begins and will continue maximum reached	<ul style="list-style-type: none"> <li>Information will be shared with the community so that families learn about the school</li> <li>The search for students will be promoted through local news, organizations, OCCS website, civic groups, public notice boards,</li> </ul>
January 2016	Final plans, policies, and procedures developed and	<ul style="list-style-type: none"> <li>OCCS board and Executive Director with input from the Leadership Team will create and finalize all plans, policies, and procedures for the school.</li> </ul>

January 2016	Begin implementation of plans to open	<ul style="list-style-type: none"> <li>• Plans for the following will be set forth:</li> <li>• School improvement plan to include comprehensive procedures for managing curriculum, student progress monitoring, identifying students at three tier levels, teacher and staff support systems, behavior management</li> <li>-Record keeping</li> <li>-Technology</li> <li>-Budget</li> <li>-Safety</li> <li>-Student conduct</li> <li>-Transportation</li> <li>-Food service</li> <li>-Professional development</li> <li>-curriculum standards</li> <li>-Student application</li> <li>-Payroll and benefits</li> <li>-Accounts payable and receivable</li> <li>-staff handbook</li> </ul>
February 2015 or Feb 2016	Submit Florida Department of Education Public Charter School Grant application	<ul style="list-style-type: none"> <li>• Grant application will be submitted earlier than most.</li> <li>• Planning portion of \$25,000.00 will be expended over the next year</li> </ul>

		<p>prior to opening (plans for expending May, June, &amp; July 2015)</p> <ul style="list-style-type: none"> <li>Final portion expended during the school year but before May 2013 (36 months to spend)</li> </ul>
May 2015	Startup Grant approved	
May 2016	Spending of the planning portion of grant begins	<ul style="list-style-type: none"> <li>Administration equipment and supplies ordered</li> <li>Approved planning items will be spent during the next year based on when those items are needed such as board training for new board</li> </ul>
November 2016	Admission process begins	<ul style="list-style-type: none"> <li>Student admission applications accepted to OCCS</li> </ul>
February 2016	Admission notification	<ul style="list-style-type: none"> <li>Students are notified of admission decision</li> </ul>
March/April 2016	Recruitment of staff begins	<ul style="list-style-type: none"> <li>Advertising for the Leadership Team and teachers/therapists/behavioral analyst/begins.</li> <li>The search for positions will be promoted through professional publications, local news organizations, public speaking engagements, and word of mouth.</li> </ul>
February 2016	Student information system established	<ul style="list-style-type: none"> <li>Using Student Information systems, the Dir. Of Curriculum and Instruction and terminal operator will establish a student information</li> </ul>
February 2016	Staff and student policies established	<ul style="list-style-type: none"> <li>The Board of Trustees will establish policies for both staff and students.</li> <li>Staff and student handbooks will be written and</li> </ul>
April 2016	School calendar established	<ul style="list-style-type: none"> <li>The OCCS board will establish the 2015-16 school calendar.</li> <li>It is expected that this calendar will follow the standard district calendar.</li> </ul>
April 2016	Staff is hired	<ul style="list-style-type: none"> <li>The Organizational Leadership Team will be hired as soon as possible;</li> <li>These leaders will hire the remaining school staff</li> <li>All staff must undergo FBI background checks and drug screenings when appropriate.</li> </ul>
May 2016	Obtain student records	□
June 2016	Equipment and material ordering begins	<ul style="list-style-type: none"> <li>Items to be ordered include: <ul style="list-style-type: none"> <li>-instructional materials</li> <li>-classroom supplies</li> <li>-curriculum</li> <li>-equipment</li> <li>-computers</li> <li>-smart boards</li> <li>-classroom furniture and office furniture</li> </ul> </li> </ul>
June 2016	Pre-opening checks and visits conducted	<ul style="list-style-type: none"> <li>District will conduct the pre-opening checks and possible site visits.</li> </ul>
June 2016	Staff strategic planning	<ul style="list-style-type: none"> <li>Staff will collaborate to plan the implementation of the school improvement</li> </ul>
June 2016 and August 2016	Staff development and training	<ul style="list-style-type: none"> <li>Training will include: <ul style="list-style-type: none"> <li>-applied behavioral analysis and positive reinforcement</li> <li>-PCM training for Crisis Prevention Intervention</li> <li>-SIM Learning Strategies: Univ. of Kansas</li> <li>-PECs and Visual Supports Collaborative Models</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>-staff policies</li> <li>-student policies</li> <li>-school mission and expectations</li> <li>-health and safety</li> <li>-technology</li> <li>-sexual abuse/harassment</li> <li>-blood borne pathogens</li> <li>-social facilitation</li> <li>-collaborative learning</li> </ul>
August 2016	Summer orientation	<ul style="list-style-type: none"> <li>• Orientation will be held for students, staff, and</li> </ul>
August 2016	School opens	<ul style="list-style-type: none"> <li>• Following the district schedule, school will begin</li> </ul>

## *Our Children's*

### **VI. STATEMENT OF ASSURANCES**

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

As the authorized representative of the applicant group, I hereby certify that the information submitted in this application for a charter for Sarasota County is accurate and true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, the school:

- Will be nonsectarian in its programs, admission policies, employment practices and operations.
- 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.
- Will adhere to the antidiscrimination provisions of section 1000.05, F.S.
- Will adhere to all applicable provision 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.
- 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.
- Will participate in the statewide assessment program created under section 1008.22, F.S.
- Will comply with Florida statutes relating to public records and public meetings, including Chapter 119, Florida Statutes, and section 286.011, F.S., which are applicable to applicants even prior to being granted a charter.
- Will obtain and keep current all necessary permits, licenses and certifications related to fire, health and safety within the building and on school property.
- Will provide for an annual financial audit in accordance with section 218.39, F.S.

The governing board, at its discretion, allows Sharon McManus Comkowycz (name), Executive Director (title) to sign as the legal correspondent for the school.

Sharon McManus Comkowycz  
*Signature*

August 1, 2014  
*Date*

Sharon McManus Comkowycz  
*Printed Name*

*Our Children's*

**Appendix A**

**Adapted Rubric for Summary Point Writing**

Summarization Rubric for Quality Summary Point Writing, LEQs, UEQs, and from a Graphic Organizer

Grade Level	Summary Point Writing	Answers to LEQs	Answers to UEQs	Graphic Organizers
Kindergarten	Simple sentence and/or drawing using one key vocabulary word, on grade level, correct capitalization and punctuation. (Expected by December)	2-4 simple sentences using at least 1-3 vocabulary/signal words, on grade level, answers LEQ, correct capitalization and punctuation. (Expected by December)	5-8 simple sentences using at least 3-5 vocabulary words, on grade level, answers UEQ, correct capitalization and punctuation. (Expected by the 4 <sup>th</sup> 9-weeks)	Student generated GO that is followed up with a summary of 1-3 sentences, on grade level summary, correct capitalization and punctuation.
1 <sup>st</sup> grade	2-3 sentences, 3-5 words per sentence, 1-2 key vocabulary/signal words, on grade level, correct capitalization and punctuation.	5-6 simple sentence paragraph, 3-5 words per sentence, uses 2-4 vocabulary/signal words, on grade level, answers LEQ, correct capitalization and punctuation.	2 paragraphs of 3-4 sentences per paragraph, 3-5 words per sentence, 4-6 vocabulary/signal words, on grade level, answers UEQ, correct capitalization and punctuation.	Student generated GO that is followed up with a summary of 2-3 sentences, 3-5 words per sentence, on grade level summary, correct capitalization and punctuation.
2 <sup>nd</sup> grade	2-3 sentences, 4-6 words per sentence, 2-4 key vocabulary/signal words, on grade level, correct capitalization and punctuation.	5-6 simple sentence paragraph, 4-6 words per sentence, 2-4 vocabulary/signal words, on grade level, include supporting details, answers LEQ, correct capitalization and punctuation.	2 paragraphs of 3-5 sentences per paragraph, 4-6 words per sentence, 4-6 vocabulary/signal words, include supporting details, on grade level and answers UEQ, correct capitalization and punctuation.	Student generated GO that is followed up with a summary of 3-4 sentences, 4-6 words per sentence, on grade level summary, correct capitalization and punctuation.
3 <sup>rd</sup> grade	2-4 sentences, 5-7 words per sentence, 3-4 key vocabulary/signal words, on grade level, correct capitalization and punctuation.	5-7 sentence paragraph, 5-7 words per sentence, answers LEQ, 3-4 vocabulary/signal words, on grade level, compound sentences, supporting details, correct capitalization and punctuation	2 paragraphs of 4-6 sentences per paragraph, 5-7 words per sentence, 5-7 vocabulary/signal words, compound sentences, supporting details, on grade level and answers UEQ, correct capitalization and punctuation.	Student generated GO that is followed up with a summary of 4-5 sentences, 5-7 words per sentence, on grade level summary, correct capitalization and punctuation.
4 <sup>th</sup> grade	2-4 sentences, 5-7 words per sentence, 3-4 key vocabulary/signal words, on grade level, correct capitalization and punctuation.	5-7 sentence paragraph, answers LEQ, 5-7 words per sentence, on grade level, correct capitalization and punctuation, varies sentence leads, 3-4 vocabulary/signal words, compound and complex sentences.	3-4 paragraphs, 4-6 sentences per paragraph, 5-7 words per sentence, 5-7 vocabulary/signal words, on grade level and answers UEQ, correct capitalization and punctuation, compound and complex sentences, supporting details, varies sentence leads.	Student generated GO that is followed up with a summary of 5-6 sentences, 5-7 words per sentence, on grade level summary, correct capitalization and punctuation.
5 <sup>th</sup> grade	2-4 sentences, 6-9 words per sentence, 3-4 key vocabulary/signal words, on grade level, correct capitalization and punctuation.	6-8 sentence paragraph, answers LEQ, 6-9 words per sentence, on grade level, correct capitalization and punctuation, varies sentence leads, 4-5 vocabulary/signal words, compound and complex sentences, varies sentence leads	3-5 paragraphs, 5-7 sentences per paragraph, 6-9 words per sentence, 5-7 vocabulary/signal words, on grade level and answers UEQ, correct capitalization and punctuation, compound and complex sentences, supporting details, varies sentence leads	Student generated GO that is followed up with a summary of 5-7 sentences, 6-9 words per sentence, on grade level summary, correct capitalization and punctuation.

*Our Children's*

**Appendix B**

**OCA: 2013 Final Audit Statement**



**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Financial Statements  
with Independent Auditors' Reports Thereon**

**June 30, 2013**



**M<sup>c</sup>CRADY | HESS | RUTH**  
CERTIFIED PUBLIC ACCOUNTANTS

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**OUR CHILDREN'S ACADEMY, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**

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Our Children's Academy, Inc. (the "School") offers the following narrative overview and analysis of the financial activities of the School for the fiscal year ended June 30, 2013. Readers are encouraged to use this information in conjunction with information furnished in the School's financial statements. This summary should not be taken as a replacement for the audit, which consists of the basic financial statements and other supplemental information.

**FINANCIAL HIGHLIGHTS**

- ❖ For the fiscal year ended June 30, 2013, the School's expenses exceeded revenues by \$51,955, which resulted in a decrease in total net position.
- ❖ The School maintained a positive general fund balance of \$973,116.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis is intended to serve as an introduction to the School's basic financial statements. The School's basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. The basic financial statements present two different views of the School through the use of government-wide statements and fund financial statements. In addition to the basic financial statements, this report contains other supplemental information that will enhance the understanding of the financial condition of School. This document also includes the Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards as well as the management letter required by the Rules of the Auditor General, Chapter 10.850, Audits of Charter Schools and Similar Entities.*

**Government-wide Financial Statements**

The government-wide financial statements are designed to provide a broad overview of the School's finances, similar in format to a financial statement of a private-sector business. The government-wide statements provide short and long-term information about the School's financial status as a whole.

The two government-wide statements report the School's net position and the current year changes. Net position is the difference between the School's total assets and total liabilities. Measuring net position is one way to evaluate the School's financial condition.

The government-wide statements are divided into three categories: 1) governmental activities, 2) business-type activities, and 3) component units. The governmental activities include the School's basic services. The business-type activities are those services that the School charges for that are not directly related to the School's mission. For the year ended June 30, 2013, the School had no business-type activities or component units.

## **Fund Financial Statements**

The fund financial statements provide a more detailed look at the School's most significant activities. A fund is a grouping of related accounts used to maintain control over resources segregated for specific activities or objectives. All of the operations of the School are presented in governmental funds only.

Governmental funds are used to account for those functions reported as governmental activities in the government-wide financial statements. The School's basic services are accounted for in governmental funds. These funds focus on how assets that can readily be converted into cash flow in and out, and what monies are left at year-end will be available for spending in the next year. Governmental funds are reported using an accounting method called *modified accrual accounting*. This method also has a current financial resources focus. As a result, the governmental fund financial statements provide a detailed short-term view of the financial resources available to finance the School's programs. The relationship between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds is described in a reconciliation that is a part of the fund financial statements.

The School adopts an annual budget for its general fund, as required by the Florida Statutes. The budget is legally adopted by management of the School and its Board. A budgetary comparison schedule has been included as part of the required supplementary information. The budgetary comparison schedule show four columns: 1) the original budget as adopted by the Board, 2) the final budget as amended by the Board, 3) the actual resources, charges and ending balances in the general fund and 4) the variance between the final budget and the actual resources and charges.

## **Notes to Financial Statements**

The notes to financial statements provide additional information that is essential to the full understanding of the information reported in the government-wide and fund financial statements. The notes to the financial statements start on page 15 of this report.

## **Other Reports**

This report also includes the Independent Auditors' Report on Internal Control Over Financial Reporting and On Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*, as well as the management letter required by the Rules of the Auditor General, Chapter 10.850, *Audits of Charter Schools and Similar Entities*.

## GOVERNMENT-WIDE ANALYSIS OF THE SCHOOL

### Net Position

The School's combined net position as of June 30, 2013 and 2012 are summarized as follows:

	<u>Governmental Activities</u>		<u>Increase</u>
	<u>2013</u>	<u>2012</u>	<u>(Decrease)</u>
Current and other assets	\$ 1,348,098	\$ 1,356,357	\$ (8,259)
Capital assets, net	258,115	321,890	(63,775)
Total assets	<u>1,606,213</u>	<u>1,678,247</u>	<u>(72,034)</u>
Current and other liabilities	<u>119,941</u>	<u>140,020</u>	<u>(20,079)</u>
Total liabilities	<u>119,941</u>	<u>140,020</u>	<u>(20,079)</u>
Net position:			
Invested in capital assets, net of related debt	258,115	321,890	(63,775)
Unrestricted	<u>1,228,157</u>	<u>1,216,337</u>	<u>11,820</u>
Total net position	<u>\$ 1,486,272</u>	<u>\$ 1,538,227</u>	<u>\$ (51,955)</u>

Current and other assets decreased due to a decrease in cash balances as a result of the current year operations. Capital assets decreased due to depreciation expense exceeding capital additions. The change in net position is due to the current year operating deficit.

## Change in Net Position

The School's total expenses exceeded total revenues by \$51,955 in fiscal 2013—see table below.

	<u>2013</u>	<u>2012</u>	<u>Increase (Decrease)</u>
<b>Revenues:</b>			
Federal sources passed through local school district	\$ 211,601	\$ 162,770	\$ 48,831
State and local sources	3,164,281	3,004,801	159,480
Contributions and other revenues	708,371	770,879	(62,508)
Total revenues	<u>4,084,253</u>	<u>3,938,450</u>	<u>145,803</u>
<b>Expenses:</b>			
Instruction	2,942,514	2,887,722	54,792
Pupil personnel services	21,638	16,825	4,813
Instructional media	43	321	(278)
Instructional and curriculum development	19,773	30,822	(11,049)
Instructional staff training	84,102	29,904	54,198
Board	17,035	23,477	(6,442)
General administration	316,133	357,434	(41,301)
School administration	310,449	295,294	15,155
Facilities acquisition and construction	91,571	1,058	90,513
Fiscal services	25,352	83,506	(58,154)
Food services	17,533	1,237	16,296
Central services	4,545	4,392	153
Pupil transportation	171,933	98,809	73,124
Operation of plant	87,078	165,239	(78,161)
Maintenance of plant	26,210	15,302	10,908
Community services	299	9,154	(8,855)
Total expenses	<u>4,136,208</u>	<u>4,020,496</u>	<u>115,712</u>
Change in net position	<u>\$ (51,955)</u>	<u>\$ (82,046)</u>	<u>\$ 30,091</u>

The change in state and local sources is due to a general increase in FEFP funding. The decrease in contributions and other revenue is attributed mainly to the decrease in Medicaid reimbursements.

The change in instructional and school administration is due to an increase in salaries and related benefits. The decrease in general administration is due to the change in marketing expense for the year. The increase in pupil transportation expenses is due to an increase in maintenance and repairs needed this fiscal year. The change in fiscal services, facilities acquisition and construction, operation of plant and food services is due to the reclassification of expenses included in these calculations.

## FINANCIAL ANALYSIS OF THE SCHOOL'S FUNDS

The focus of School's governmental funds is to provide information on near term inflows, outflows, and balances of usable resources. Such information is useful in assessing School's financing requirements. Specifically, unassigned fund balance can be a useful measure of a government's net resources available for spending at the end of the fiscal year.

As the School completed the year, the general funds reported a fund balance of \$973,116 which was an increase from the prior year as a result of current year operations.

### General Fund Budgetary Highlights

During the fiscal year, the School amended its budget. Generally, budget amendments fall into one of the three categories: 1) amendments made to adjust the estimates that are used to prepare the original budget once exact information is available, 2) amendments made to recognize changes in funding amount and 3) changes in appropriations that become necessary to maintain services.

For the year ended June 30, 2013, budgeted revenues exceeded actual amounts by approximately \$75,000 primarily due to budgeted enrollment exceeding actual amounts. Actual expenditures were approximately \$82,000 more than budgeted primarily due to actual salaries and related benefits exceeding budgeted amounts.

## CAPITAL ASSET AND LONG-TERM DEBT

### Capital Assets

At the end of fiscal 2013, the School had invested approximately \$589,000 in capital assets.

	<u>Governmental Activities</u>		<u>Increase</u>
	<u>2013</u>	<u>2012</u>	<u>(Decrease)</u>
Buildings and improvements	\$ 186,368	\$ 186,368	\$ -
Furniture, fixtures, and equipment	375,909	361,878	14,031
Vehicles	26,481	26,481	-
Total capital assets	<u>\$ 588,758</u>	<u>\$ 574,727</u>	<u>\$ 14,031</u>

This year's major capital asset additions included the following:

- Furniture, fixtures and equipment - \$14,031

More detailed information about the School's capital assets is presented in Note 3 to the financial statements.

## **ECONOMIC FACTORS AND NEXT YEAR'S BUDGET**

### **Budget Highlights for the Fiscal Year Ended June 30, 2014**

Amounts available for appropriation in the general fund is approximately \$4.1 million which is an increase of approximately \$974,000 or 25% increase from 2013. The change is due to an anticipated increase in student population and an increase in the base student funding.

Budgeted expenditures are expected to increase by approximately \$976,000 or 26% to approximately \$4.79 million. The overall change is attributed to the increase in salaries and related benefits.

If these estimates are realized, the School's general fund balance is expected to remain consistent at the close of fiscal 2014.

### **CONTACTING THE SCHOOL'S FINANCIAL MANAGEMENT**

This financial report is designed to provide interested parties with a general overview of the School's finances and to demonstrate the School's accountability for the money it receives. Should additional information be required, please contact the School's administrative offices at 150 Avenue B Southeast, Winter Haven, FL 33880.





## **Report of Independent Auditors on Basic Financial Statements and Supplementary Information**

To the Board of Directors of Our Children's Academy, Inc.,  
a Charter School and Component Unit of the District  
School Board of Polk County, Florida

We have audited the accompanying financial statements of the governmental activities, each major fund and the aggregate remaining fund information of Our Children's Academy, Inc., a Charter School and Component Unit of the District School Board of Polk County, Florida, as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the School, as of June 30, 2013, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 1-6 and 27 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

## **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated October 31, 2013, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.

*MC CRADY, HESS + RUTH*

Maitland, Florida  
October 31, 2013

2600 Lake Lucien Drive, Suite 405 ■ Maitland, FL 32751  
Office 407-478-4020 ■ Fax 407-478-4021 ■ cpa@mhrcpas.com ■ www.mhrcpas.com

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Statement of Net Position**

**June 30, 2013**

	<b>Governmental Activities</b>
<b>ASSETS</b>	
Cash and cash equivalents	\$ 1,055,009
Accounts receivable	21,550
Due from related party	255,041
Prepaid expenses	15,535
Other current assets	963
Capital assets:	
Buildings and improvements	186,368
Furniture, fixtures, and equipment	375,909
Vehicles	26,481
Less accumulated depreciation	(330,643)
Total capital assets, net	<u>258,115</u>
Total assets	<u><u>\$ 1,606,213</u></u>
<b>LIABILITIES</b>	
Accounts payable and accrued expenses	\$ 119,462
Due to related party	479
Total liabilities	<u>119,941</u>
<b>NET POSITION</b>	
Invested in capital assets, net of related debt	258,115
Unrestricted	<u>1,228,157</u>
Total net position	<u><u>\$ 1,486,272</u></u>

The accompanying notes to financial statement are an integral part of this statement.

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Statement of Activities**

**For the Year Ended June 30, 2013**

	<u>Program Specific Revenues</u>				<u>Net (Expenses) Revenues and Changes in Net Position</u>	
	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>	<u>Total</u>
Governmental Activities:						
Instruction	\$ 2,942,514	\$ 617,985	\$ 204,701	\$ -	\$ (2,119,828)	\$ (2,119,828)
Pupil personnel services	21,638	-	-	-	(21,638)	(21,638)
Instructional media	43	-	-	-	(43)	(43)
Instruction and curriculum development	19,773	-	-	-	(19,773)	(19,773)
Instructional staff training	84,102	1,111	6,900	-	(76,091)	(76,091)
Board	17,035	-	-	-	(17,035)	(17,035)
General administration	316,133	-	-	-	(316,133)	(316,133)
School administration	310,449	-	-	-	(310,449)	(310,449)
Facilities acquisition and construction	91,571	-	-	-	(91,571)	(91,571)
Fiscal services	25,352	-	-	-	(25,352)	(25,352)
Food services	17,533	8,173	-	-	(9,360)	(9,360)
Central services	4,545	-	-	-	(4,545)	(4,545)
Pupil transportation	171,933	-	-	-	(171,933)	(171,933)
Operation of plant	87,078	-	-	31,438	(55,640)	(55,640)
Maintenance of plant	26,210	-	-	-	(26,210)	(26,210)
Community services	299	-	-	-	(299)	(299)
<b>Total primary government</b>	<b>\$ 4,136,208</b>	<b>\$ 627,269</b>	<b>\$ 211,601</b>	<b>\$ 31,438</b>	<b>(3,265,900)</b>	<b>(3,265,900)</b>
General revenues:						
State and local sources					3,132,843	3,132,843
Contributions and other revenues					81,102	81,102
Total general revenues					3,213,945	3,213,945
Changes in net position					(51,955)	(51,955)
Net position at beginning of year					1,538,227	1,538,227
Net position at end of year					\$ 1,486,272	\$ 1,486,272

The accompanying notes to financial statements are an integral part of this statement.

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Balance Sheet - Governmental Fund**

**June 30, 2013**

	<b>General Fund</b>
<b>ASSETS</b>	
Cash and cash equivalents	\$ 1,055,009
Accounts receivable	21,550
Prepaid insurance	15,535
Other current assets	963
	<hr/>
Total assets	<u>1,093,057</u>
<b>LIABILITIES</b>	
Accounts payable and accrued expenses	<u>119,941</u>
Total liabilities	<u>119,941</u>
<b>FUND BALANCES</b>	
Nonspendable:	
Prepaid Insurance	15,535
Spendable:	
Unassigned	<u>957,581</u>
Total fund balances	<u>973,116</u>
Total liabilities and fund balances	<u>\$ 1,093,057</u>

The accompanying notes to financial statements are an integral part of this statement.

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Reconciliation of the Governmental Funds Balance Sheet  
to the Statement of Net Position**

**June 30, 2013**

**Total fund balance - general fund** \$ 973,116

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental fund. The cost of the capital assets are (\$588,758) and the accumulated depreciation is (\$330,643). 258,115

Long-term receivables applicable to governmental activities are not due and collectible in the current period and therefore, are not reported as assets in the governmental funds. 255,041

**Total net position - governmental activities** \$ 1,486,272

The accompanying notes to financial statements are an integral part of this statement.

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Statement of Revenues, Expenditures and  
Change in Fund Balances of Governmental Funds**

**For the Year Ended June 30, 2013**

	<u>General Fund</u>	<u>Capital Project Fund</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>REVENUES</b>				
Federal sources pass through local school district	\$ -	\$ -	\$ 211,601	\$ 211,601
State and local sources	3,118,812	45,469	-	3,164,281
Contributions and other revenue	708,371	-	-	708,371
 Total revenues	 <u>3,827,183</u>	 <u>45,469</u>	 <u>211,601</u>	 <u>4,084,253</u>
<b>EXPENDITURES</b>				
Current:				
Instruction	2,675,899	-	204,701	2,880,600
Pupil personnel services	21,638	-	-	21,638
Instructional media	43	-	-	43
Instruction and curriculum development	19,773	-	-	19,773
Instructional staff training	77,202	-	6,900	84,102
Board	17,035	-	-	17,035
General administration	316,133	-	-	316,133
School administration	299,657	-	-	299,657
Facilities acquisition and construction	91,571	-	-	91,571
Fiscal services	25,352	-	-	25,352
Food services	17,533	-	-	17,533
Central services	4,545	-	-	4,545
Pupil transportation	166,833	-	-	166,833
Operation of plant	55,640	31,438	-	87,078
Maintenance of plant	26,210	-	-	26,210
Community services	299	-	-	299
Capital outlay	-	14,031	-	14,031
 Total expenditures	 <u>3,815,363</u>	 <u>45,469</u>	 <u>211,601</u>	 <u>4,072,433</u>
 Excess of revenues over expenditures	 <u>11,820</u>	 <u>-</u>	 <u>-</u>	 <u>11,820</u>
 Net changes in fund balances	 11,820	 -	 -	 11,820
Fund balances at beginning of year	961,296	-	-	961,296
Fund balances at end of year	<u>\$ 973,116</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 973,116</u>

The accompanying notes to financial statements are an integral part of this statement.

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Reconciliation of the Statement of Revenues, Expenditures and  
Changes in Fund Balances of Governmental Funds  
to the Statement of Activities**

**For the Year Ended June 30, 2013**

**Net changes in fund balances - total governmental funds** \$ 11,820

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation expense (\$77,806) exceeds capital outlays (\$14,031) in the current period.

(63,775)

**Change in net position of governmental activities** \$ (51,955)

The accompanying notes to financial statements are an integral part of this statement.



**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Notes to Financial Statements**

**For the Year Ended June 30, 2013**

**1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Our Children's Academy, Inc. (the "School") is a not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes, the Florida Not-for-Profit Corporation Act. The governing body of the School is the not-for-profit corporation Board of Directors, which is composed of no less than ten and no more than twenty-seven members.

The general operating authority of the School is contained in Section 1002.33, Florida Statutes. The School operates under a charter of the sponsoring school district, the District School Board of Polk County Florida, (the "School Board"). The School is considered a component unit of the School Board and meets the definition of a governmental entity under the Governmental Accounting Standards Board (GASB).

**Charter Contract**

The current charter expires June 30, 2019 and may be renewed for a maximum of an additional fifteen years by mutual written agreement between the School and the School Board. Upon the expiration of the charter, the School Board may elect not to renew the charter under grounds specified in the charter. However, the School Board may terminate the current charter at any time if good cause is shown.

**Basis of Presentation**

Based on the guidance provided in the American Institute of Certified Public Accountants Audit and Accounting Guide – *Audits for States and Local Governments* and provisions in the Florida Statutes, the School is considered as a governmental organization for financial statement reporting purposes. The School is required by its agreement with the School Board to use the governmental reporting model and follow the fund and accounting structure provided in the "Financial and Program Cost Accounting and Reporting for Florida Schools – The Red Book" issued by the FDOE.

**Government-wide Financial Statements**

The government-wide financial statements provide both short-term and long-term information about the School in a manner similar to a private-sector business. The statement of net position and statement of activities are designed to provide financial information about the School as a whole on an accrual basis of accounting. The statement of net position provides information about the School's financial position, its assets and its liabilities, using an economic resources measurement focus.

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Notes to Financial Statements  
(continued)**

The statement of activities presents a comparison between direct expenses and program revenue for each function or program of the School's governmental activities. Direct expenses are those that are specifically associated with a program or function, therefore, are clearly identifiable to a particular function.

Program revenues include charges paid by the recipient of goods and services offered by the program and grants and contributions that are restricted for meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues.

**Fund Financial Statements**

The governmental fund financial statements report detailed information about the School's most significant funds, not the School as a whole. A fund is a group of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The School uses fund accounting to ensure and demonstrate compliance with finance related requirements. Certain funds are established by law while others are created by grant agreements. The following are governmental funds that are reported in the fund financial statements:

- General Fund – the School's primary operating fund that accounts for all financial resources of the school, except those that are required to be accounted for in another fund.
- Capital Project Fund – to account for all resources for the acquisition of capital items by the School purchased with capital outlay funds.
- Special Revenue Fund – to account for the proceeds of specific revenue sources that restricted or committed to expenditures for a specific purpose including all federal grant revenues passed through the School District.

For the purpose of these statements the general and capital project funds are considered major funds. The special revenue fund is not considered a major fund and is included in other governmental funds.

**Basis of Accounting**

Basis of accounting refers to when revenues and expenses/expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are reported using the accrual basis of accounting. Revenues are recognized when earned and expenses/expenditures are recognized when a liability is incurred, regardless of the timing the related cash flows take place.

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Notes to Financial Statements  
(continued)**

The governmental funds basic financial statements are reported using the modified accrual basis of accounting. Under this method, revenues are recognized when they become measurable and available. Revenues are considered to be available when they are collectable within a current period. The School considers revenues to be available if they are collected within 60 days after the end of the current fiscal year. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenues is recognized at the time the expenditure is made.

Expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, claims and judgments, and compensated absences, which are recognized when due. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds from the acquisition of long-term debt are reported as other financing sources.

**Budgetary Basis Accounting**

Budgets are prepared using the modified accrual basis of accounting and the governing board must approve all budgets and amendments. During the fiscal year, expenditures were controlled at the object level. Budgets may be amended by resolution of the Board prior to the date of the annual report.

**Cash and Cash Equivalents**

The School's cash and cash equivalents consist primarily of demand deposits with financial institutions.

As State of Florida Statutes and the School's policy require, all deposits be made into and held by financial institutions designated by the treasurer of the State of Florida as qualified public depositories as defined by Chapter 280 of the Florida Statutes. This statute requires that every qualified public depository institution maintain eligible collateral to secure the public entity's funds. The minimum collateral to be pledged by the institution, the collateral eligible for pledge, and reporting requirements of the qualified public depositor to the treasurer is defined by the ability to assess members of the pool should the need arise. The School's deposits are held in a qualified public depository. They are covered by the collateral pool as the School has identified itself as a public entity at June 30, 2013.

**Use of Estimates**

In preparing the financial statements in conformity with accounting principles generally accepted in the United States, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the balance sheet and revenues and expenses/expenditures for the period presented. Actual results could differ significantly from those estimates.

**OUR CHILDREN’S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Notes to Financial Statements  
(continued)**

**Capital Assets and Depreciation**

The School’s capital assets with useful lives of more than one year are stated at historical cost and reported in the statement of net position in the government-wide financial statements. Donated capital assets are recorded at their estimated fair value on the date donated. The School capitalizes assets with a cost of \$750 or more. Expenditures of normal maintenance and repair that do not add to the assets value or extend the useful lives are not capitalized. Depreciation is computed using the straight-line method. Estimated useful lives of the assets are as follows:

	<u>Years</u>
Buildings and improvements	15 - 25
Furniture, fixtures, and equipment	5 - 7
Vehicles	5

**Recently Issued Accounting Principles**

In June 2011, the GASB issued Statement 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*. GASB 63 provides guidance for reporting deferred outflows of resources, deferred inflows of resources, and net position in the statement of financial position and related disclosures. The statement of net assets is renamed the statement of net position and includes four components; assets, deferred outflows of resources, liabilities and deferred inflows of resources. The provisions of the Statement are effective for financial statements for periods beginning after December 15, 2011.

**Net Position and Fund Balance Classifications**

*Government-wide financial statements*

Net position is classified and reported in three components:

- Investment in capital assets, net of related debt – consists of capital assets, net of accumulated depreciation, and reduced by the outstanding balances of any borrowings that are attributed to the acquisition or improvement of those assets.
- Restricted – consists of amounts with constraints placed on their use either by external groups such as creditors, grantors, contributors or laws or regulations of other governments.
- Unrestricted – all other amounts that do not meet the definition of “restricted” or “invested in capital assets, net of related debt.”

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Notes to Financial Statements  
(continued)**

*Fund financial statements*

GASB Codification Section 1800.142, *Fund Balance Reporting and Governmental Fund Type Definitions*, defines the different types of fund balances that a governmental entity must use for financial reporting purposes. GASB requires the fund balance amounts to be reported within one of the following fund balance categories:

- Nonspendable – fund balance associated with inventories, prepaid expenses, long-term loans and notes receivable, and property held for resale (unless the proceeds are restricted, committed or assigned). All nonspendable fund balances at year end relate to assets that are in nonspendable form.
- Restricted – fund balance that can be spent only for the specific purposes stipulated by the constitution, external resource providers, or through enabling legislation.
- Committed – fund balance that can be used only for the specific purposes determined by a formal action of the School's Board of Governance.
- Assigned – fund balance that is intended to be used by the School's management for specific purposes but does not meet the criteria to be classified as restricted or committed.
- Unassigned – fund balance that is the residual amount for the School's general fund and includes all spendable amounts not contained in the other classifications.

This statement also clarifies the definition of the special revenue fund to denote its may be used to account for the proceeds of specific revenue sources (other than trusts for individual, private organizations or other governmental agencies or for major capital projects) that are legally restricted to expenditures for specified purposes.

**Order of Fund Balance Spending Policy**

The School's policy is to apply expenditures against nonspendable fund balance, restricted fund balance, committed fund balance, assigned fund balance, and unassigned fund balance at the end of the fiscal year. First, nonspendable fund balances are determined. Then restricted fund balances for specific purposes are determined (not including nonspendable amounts). Any remaining fund balance amounts for the non-general funds are to be classified as restricted fund balance. It is possible for the non-general funds to be classified as restricted fund balance. It is possible for the non-general funds to have negative unassigned fund balance when nonspendable amounts plus the restricted fund balances for specific purposes amounts exceed the positive fund balance for the non-general fund.

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Notes to Financial Statements  
(continued)**

**Revenue Sources**

Revenues for operations are received primarily from the District School Board of Polk County, Florida pursuant to the funding provisions included in the School's charter. In accordance with the funding provisions of the charter and Section 1002.33, Florida Statutes, the School reports the number of full-time equivalent (FTE) students and related data to the School Board. The School Board receives a 5% administrative fee from the School, which is withheld from the respective Florida Education Finance Program (FEFP) payments. The administrative fee is calculated on gross FEFP revenue, up to 250 students, except when 75% or more of the students enrolled are exceptional students as defined in Section 1003.01(3). The 5% is then calculated based on unweighted full-time equivalent students. The administrative expense is reflected as a school administration expense/expenditure in the accompanying statement of activities and statement of revenues, expenditures and changes in fund balances – governmental funds.

Under provisions of Section 1011.62, Florida Statutes, the District reports the number of students and related data to the Florida Department of Education (FDOE) for funding through the FEFP. Funding for the School is adjusted during the year to reflect the revised calculations by the FDOE under the FEFP and the actual weighted full-time equivalent students reported by the School during the designated full-time equivalent student survey period. The FDOE may also adjust subsequent fiscal period allocations based on an audit of the School's compliance in determining and reporting FTE and related data. Generally, such adjustments are treated as reductions or additions of revenues in the year when the adjustments are made.

The basic amount of funding through the FEFP under Section 1011.62 is calculated based on (1) unweighted FTE, multiplied by (2) the cost factor for each program multiplied by (3) the base student allocation established by the Florida legislature. Additional funds for exceptional students who do not have a matrix of services are provided through the guaranteed allocation designated in Section 1011.62(1)(e)2., Florida Statutes. For the year ended June 30, 2013, the School reported 194.00 unweighted FTE.

The School received additional funding under other federal and state grants. This assistance is generally received based on applications submitted to various granting agencies. For federal and state grants in which funding is awarded based on incurring eligible expenditures, revenue is recognized as the amount of eligible expenditures have been incurred.

The School is also eligible for charter school capital outlay funding. The amounts received under this program are based on the School's actual and projected student enrollment during the fiscal year. Funds received under this program may only be used for lawful capital outlay expenditures.

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Notes to Financial Statements  
(continued)**

**2 ACCOUNTS RECEIVABLE**

Accounts receivable in the accompanying statement of net position and balance sheet – governmental fund includes approximately \$21,500 due from Medicaid reimbursements. Based on the collectability of funds from these sources, an allowance for doubtful accounts is not considered necessary.

Accounts receivable in the accompanying statement of net position also includes approximately \$255,000 the School advanced to Our Children's Middle Academy, Inc., a related entity through common Board members, which is not expected to be repaid within the next fiscal year.

**3 CAPITAL ASSETS**

Capital assets activity during the year ended June 30, 2013 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balances</u>
Capital assets:				
Buildings and improvements	\$ 186,368	\$ -	\$ -	\$ 186,368
Furniture, fixtures and equipment	361,878	14,031	-	375,909
Vehicles	26,481	-	-	26,481
Total other capital assets at historical costs	<u>574,727</u>	<u>14,031</u>	<u>-</u>	<u>588,758</u>
Accumulated depreciation:				
Buildings and improvements	(32,825)	(12,661)	-	(45,486)
Furniture, fixtures, and equipment	(203,605)	(60,045)	-	(263,650)
Vehicles	(16,407)	(5,100)	-	(21,507)
Total accumulated depreciation	<u>(252,837)</u>	<u>(77,806)</u>	<u>-</u>	<u>(330,643)</u>
Capital assets, net	<u>\$ 321,890</u>	<u>\$ (63,775)</u>	<u>\$ -</u>	<u>\$ 258,115</u>
Depreciation expense:				
Instruction			\$ 61,914	
School administration			10,792	
Pupil transportation services			<u>5,100</u>	
Total governmental activities depreciation expense			<u>\$ 77,806</u>	

Management made certain reclassification within the beginning balances of the capital asset accounts.

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Notes to Financial Statements  
(continued)**

**4 RELATED PARTY TRANSACTION**

The School has also entered into an agreement with Our Children's Rehab Center, Inc. ("OCRC"), an entity affiliated through common Board members, whereby OCRC provides physical, occupational and speech/language therapy to certain students of the School. Amounts paid to OCRC under this agreement in fiscal year 2013 totaled approximately \$1,365,000 and are included as instruction expense/expenditures in the accompanying financial statements. OCRC is a 501(c)(3) not-for-profit organization that was in existence prior to the formation of the School. OCRC employs physical, occupational and speech and language therapists who provide therapy services not only to the School, but also to other charter schools in the greater Polk County area.

The School has entered into an agreement with OCRC to provide marketing services totaling approximately \$54,000 during fiscal year 2013, which is included as general administration expense/expenditures in the accompanying financial statements.

The School has entered into an agreement with Our Children's Charitable Fund, Inc. ("OCCF") to provide contract marketing services totaling approximately \$102,000 during fiscal year 2013, which is included as general administration expense/expenditures in the accompanying financial statements.

The School has entered into an agreement with CSI Rehab, Inc. ("CSI"), an entity related to the director of the School, whereby CSI provides certain management and administrative services to the School. Amounts paid to CSI under this agreement in fiscal year 2013 totaled approximately \$84,000, which is included as general administration expense/expenditures in the accompanying financial statements.

The School has entered into an agreement with OCRC to provide contract billing and payroll services to the School for approximately \$73,000 during fiscal year 2013 which is included as fiscal services expense/expenditures in the accompanying financial statements.

The School leases bus(es) from OCRC under an operating lease agreement. The lease requires annual lease payments of approximately \$26,000. Future minimum lease payments under this lease are included in Note 7.

The School leases bus(es) from OCCF under an operating lease agreement. The lease requires annual lease payments of approximately \$11,000. Future minimum lease payments under this lease are included in Note 7.

The School leases its facility from OCRC under an operating lease agreement. The lease term requires annual lease payments of \$80,000. Future minimum lease payments under this lease are included in Note 7.



**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Notes to Financial Statements  
(continued)**

**5 SCHEDULE OF STATE AND LOCAL REVENUE SOURCES**

District School Board of Polk County, Florida:	
Florida Education Finance Program	\$ 1,619,282
Class size reduction	592,329
Discretionary local efforts	34,926
Special millage	81,089
Capital Outlay	45,469
ESE guaranteed allocation	483,811
Supplemental academic instruction	45,590
Safe schools	8,797
Instructional materials	14,805
Transportation	245,909
Teacher lead	121
Proration of funds available	<u>(7,847)</u>
Total	<u>\$ 3,164,281</u>

The administrative fee paid to the School Board during the year ended June 30, 2013 totaled approximately \$55,700, which is reflected as a school administration expense/expenditure in the accompanying statement of activities and statement of revenues, expenditures and changes in fund balances – governmental funds.

**6 RISK MANAGEMENT PROGRAM**

Workers' compensation coverage, health and hospitalization, general liability, professional liability and property coverage are being provided through purchased commercial insurance with minimum deductibles for each line of coverage. Settled claims resulting from these risks have not historically exceeded commercial coverage.

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Notes to Financial Statements  
(continued)**

**7 COMMITMENTS AND CONTINGENT LIABILITIES**

**Grants**

The School participates in state and federal grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the School has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectability of any related receivable as year end may be impaired.

Management believes there are no significant contingent liabilities related to compliance with the rules and regulations governing the respective grants; therefore, no provisions has been recorded in the accompanying financial statements for such contingencies.

**Legal Matters**

In the normal course of conducting its operations, the School occasionally becomes party to various legal actions and proceedings. Management believes the ultimate resolution of such legal matters will not have a significant adverse effect on the accompanying financial statements.

**Lease Commitments**

The School leases certain facilities and vehicles under non-cancelable operating leases. These leases contain varying renewal options and require the School to pay insurance and other costs. Aggregate remaining minimum rental commitments as of June 30, 2013 under these leases are summarized as follows:

<u>Year ending June 30,</u>	<u>Amount</u>
2014	\$ 94,000
2015	80,000
2016	80,000
2017	<u>6,667</u>
Total future minimum lease payments	\$ 260,667

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Notes to Financial Statements  
(continued)**

**8 RETIREMENT PROGRAM**

The Florida Retirement System (FRS) covers all regular employees of the School. The FRS offers employees a defined benefit retirement plan and a defined contribution program. The School is required to make contributions in accordance with rates established by the Florida Legislature. Essentially, all regular employees of participating employers are eligible and must enroll as members of FRS.

Most employees working for the School are covered by a State-administered cost-sharing multiple-employer defined benefit retirement plan (Plan) under FRS. Plan provisions are established by Chapters 121 and 112, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and Florida Retirement System Rules, Chapter 60S, Florida Administrative Code, wherein Plan eligibility, contributions, and benefits are defined and described in detail. Benefits in the defined benefit plan vest at specific ages or number of years of service depending upon the employee's classification. The Plan also includes an early retirement provision but imposes a penalty for each year a member retires before the specified retirement age. The Plan provides retirement, disability, and death benefits and annual cost-of-living adjustments, as well as supplements for health-care insurance and, for certain employees, a supplement to cover social security benefits lost by virtue of retirement system membership.

A Deferred Retirement Option Program (DROP), subject to provisions of Section 121.091, Florida Statutes, is offered to employees of the School. DROP permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with a FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The School had no participants in DROP during fiscal year 2013.

**Defined Contribution Plan**

The Public Employee Optional Retirement Program (PEORP) is administered by FRS as an option to the defined benefit plan. It is self-directed by the employee. The Employees have the responsibility of selecting how their funds are invested within the approved set of investment choices and may take their funds when they leave FRS. Employer contributions are defined by law, but the ultimate benefit depends in part on the performance of the investment funds. The PEORP is funded by employer contributions that are based on salary and membership class (Regular Class, Special Risk Class, Etc.). The School had no PEORP participants during fiscal year 2013.

**Funding Policy**

The contribution rates for Plan members are established and may be amended, by the State of Florida. During fiscal year 2013, contribution rates were as follows:

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Polk County, Florida**

**Notes to Financial Statements  
(continued)**

<u>Class or Plan</u>	<u>Percentage of Gross Salary</u>	
	<u>Employee</u>	<u>Employer (A)</u>
Florida Retirement System, Regular	3.00%	5.81%
Florida Retirement System, Reemployed Retiree	(B)	(B)

(A) Employer rate includes 1.11% for the post-employment health insurance supplement and 0.03% for administrative cost of the Public Employee Optional Retirement Program.

(B) Contribution rates are dependent upon the retirement class in which reemployed.

The School's liability to the defined benefit plan and the defined contribution plan is limited to the payment of the required contribution at the rates and frequencies established by law on future payrolls of the School. The School's contributions to the defined benefit plan for the fiscal years ended June 30, 2013, 2012 and 2011 totaled approximately \$56,000, \$56,000 and \$101,000, respectively.

**Pension Reporting**

The financial statements and required supplemental information of the FRS are included in the comprehensive annual financial report of the State of Florida which may be obtained by contacting the Office of the Florida Chief Financial Officer in Tallahassee, Florida. Also, an annual report of FRS that includes its financial statements, required supplemental information, actuarial report, and other relevant information may be obtained from the State of Florida, Division of Retirement, in Tallahassee, Florida.

**8 INCOME TAXES**

The School qualifies as a tax-exempt organization under Internal Revenue Code Section 501(c)(3), and is therefore, exempt from income taxes. Accordingly, no tax provision has been made in the accompanying financial statements. Additionally, no uncertain tax positions have been made requiring disclosure in the related notes to the financial statements. The School's income tax returns for the tax years 2010 – 2012 are subject to examination by tax authorities, and may change upon examination.

**9 SUBSEQUENT EVENTS**

In accordance with GASB Codification Section 2250.106, the School has evaluated subsequent events and transactions for potential recognition or disclosure through October 31, 2013, which is the date the financial statements were available to be issued.

**OUR CHILDREN'S ACADEMY, INC.**

**A Charter School and Component Unit of the  
District School Board of Orange County, Florida**

**Required Supplementary Information**

**Budgetary Comparison Schedule - General Fund**

**For the Year Ended June 30, 2013**

	Budgeted Amounts		Actual	Variance
	Original	Final		
<b>REVENUES</b>				
State and local sources	\$ 2,746,977	\$ 3,316,299	\$ 3,118,812	\$ (197,487)
Contributions and other revenues	438,500	585,778	708,371	122,593
<b>Total revenues</b>	<b>3,185,477</b>	<b>3,902,077</b>	<b>3,827,183</b>	<b>(74,894)</b>
<b>EXPENDITURES</b>				
Current:				
Instruction	2,686,309	2,634,156	2,675,899	41,743
Pupil personnel services	9,000	21,495	21,638	143
Instructional media	350	52	43	(9)
Instruction and curriculum development	47,113	23,727	19,773	(3,954)
Instructional staff training	83,834	80,685	77,202	(3,483)
Board	28,950	13,134	17,035	3,901
General administration	334,496	316,109	316,133	24
School administration	329,835	245,238	299,657	54,419
Facilities acquisition and construction	121,000	89,395	91,571	2,176
Fiscal services	26,100	25,213	25,352	139
Food services	2,050	9,016	17,533	8,517
Central services	3,800	5,353	4,545	(808)
Pupil transportation services	103,000	161,500	166,833	5,333
Operation of plant	90,000	83,023	55,640	(27,383)
Maintenance of plant	42,740	24,158	26,210	2,052
Community services	8,500	398	299	(99)
Capital outlay	-	-	-	-
<b>Total expenditures</b>	<b>3,917,077</b>	<b>3,732,652</b>	<b>3,815,363</b>	<b>82,711</b>
<b>Excess of revenues over expenses</b>	<b>(731,600)</b>	<b>169,425</b>	<b>11,820</b>	<b>(157,605)</b>
Fund balances at beginning of year	961,296	961,296	961,296	-
Fund balances at end of year	\$ 229,696	\$ 1,130,721	\$ 973,116	\$ -

See report of independent auditors.



**Report of Independent Auditors on Internal Control Over  
Financial Reporting and on Compliance and Other Matters Based  
on an Audit of Financial Statements Performed in Accordance  
with *Government Auditing Standards***

To the Board of Directors of Our Children's Academy, Inc.,  
a Charter School and Component Unit of the District  
School Board of Polk County, Florida

We have audited the financial statements of the governmental activities, the major fund and the aggregate remaining fund information of Our Children's Academy, Inc. (the "School"), a charter school and component unit of the District School Board of Polk County, Florida, as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the School's basic financial statements, and have issued our report thereon dated October 31, 2013.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of School's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify the following certain deficiencies in internal control that we consider to be significant deficiencies:

**Finding 2013-1 Policies and Procedures regarding documentation for Medicaid Reimbursements:** Our evaluation of the internal controls disclosed the School has segregation of duties related to the reimbursement process of services covered under Medicaid. However, our audit procedures disclosed that policies and procedures could be improved to ensure all required forms and supporting documentation related to the reimbursements are properly maintained and readily accessible upon request.

**Finding 2013-2 Board of Governance should implement a committee or policy to review and fully agree with all the amounts and details of services of significant contracts prior to approval and ensure contracts are routinely evaluated in the bid process :** During our audit procedures, we determined that significant contracts were approved by the Board of Governance. However, there appears to be significant inquiries and ambiguities regarding the specifics and details of these contracts by certain board members after they were approved by the Board. Additionally, our audit procedures identified certain contracts were not subjected to different vendors as part of a routine bid process. Although, there could be an appropriate reason or specific circumstances, we recommend the Board determine policies and procedures to determine when a bidding process is appropriate as well as request information or additional details to review prior to approving contracts.

## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed potential instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Finding 2013-3 Understanding the complexities and specific circumstances regarding Florida's "Sunshine Law" regarding sensitive information:** Our observations and inquiries disclosed that the Board of Governance had completed the appropriate governance training and was in legal compliance with its laws and regulations. However, due to the growth of the School and the multiple board meetings conducted related its operations challenges the Board of Governance has confronted this fiscal year, we recommend contracting with a professional that specializes in complex "Sunshine Law" issues in order to ensure there is not a violation of the law.

The School's response to our findings identified in our audit is described in the accompanying Management's Response to Audit Findings on page 34. The School's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

his report is intended solely for the information and use of management of the School, the District School Board of Polk County, Florida, the Florida Department of Education and the Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

*MC CRADY, HESS + RUTH*

Maitland, Florida  
October 31, 2013

2600 Lake Lucien Drive, Suite 405 ■ Maitland, FL 32751

Office 407-478-4020 ■ Fax 407-478-4021 ■ [cpa@mhrcpas.com](mailto:cpa@mhrcpas.com) ■ [www.mhrcpas.com](http://www.mhrcpas.com)



**Additional Information Required by  
Rules of the Auditor General,  
Chapter 10.850, *Audits of Charter Schools  
and Similar Entities***



**Management Letter as Required by Rules of the Florida Auditor General,  
Chapter 10.850, Florida Statutes, *Charter School Audits***

To the Board of Directors of Our Children's Academy, Inc.,  
a Charter School and Component Unit of the District  
School Board of Polk County, Florida

We have audited the financial statements of the governmental activities, the major fund and the aggregate remaining fund information of Our Children's Academy, Inc. (the "School") as of and for the year ended June 30, 2013, and have issued our report thereon dated October 31, 2013.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosure in those reports and schedules, which are dated October 31, 2013, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with Chapter 10.850, Rules of the Auditor General, which governs the conduct of charter school and similar entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's reports:

- Section 10.854(1)(e)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations included in the preceding annual financial audit report.
- Section 10.854(1)(e)2., Rules of the Auditor General, requires a statement be included as to whether or not the charter school has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition met. In connection with our audit, we determined that the School did not meet any of the conditions described in Section 218.503(1), Florida Statutes.
- Section 10.854(1)(e)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. Please see Findings 2013-1 and 2 on page 28 for our recommendations.

- Section 10.854(1)(e)4., Rules of the Auditor General, requires that we address noncompliance with provisions of contract or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we had two recommendations discussed on Page 29 in our Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance.
- Section 10.854(1)(e)5., Rules of the Auditor General, requires the name or official title of the school. The official title of the School is Our Children's Academy, Inc.
- Pursuant to Sections 10.854(1)(e)6a. and 10.855(11), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the School's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General and applicable management and is not intended to be and should not be used by anyone other than these specific parties.

*MC CRADY, HESS + RUTH*

Maitland, Florida  
October 31, 2013

*Our Children's*

**Appendix C**

**School District English Language Learner Plan**



**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

**ACADEMIC INTERVENTION PROGRAMS**

**OFFICE OF ESOL AND MIGRANT**

1960 LANDINGS BOULEVARD SARASOTA, FLORIDA 34231-3331  
TELEPHONE (941) 927-9000 FAX (941) 927-4086

**DISTRICT ENGLISH LANGUAGE LEARNER (ELL/LEP) PLAN**

2009-2012

Lori M. White  
Superintendent of Schools

Donald Blair  
ESOL/Migrant Supervisor

School Board Members

Mrs. Caroline Zucker  
Chair

Mrs. Shirley Brown  
Vice Chair

Dr. Kathy Kleinlein  
Mr. Frank H. Kovach  
Dr. Carol Todd

(Revised September 2008)

Submit one original and one copy of this form with original signature of the superintendent and plan narrative to:

Date Received by FDOE

Bureau of Academic Achievement through Language Acquisition  
 Florida Department of Education  
 325 West Gaines Street  
 501 Turlington Building  
 Tallahassee, Florida 32399-0400  
 Contact Person: Mark Drennan  
 Phone: (850) 245-0893  
 Email: [mark.drennan@fldoe.org](mailto:mark.drennan@fldoe.org)

**Florida Department of Education**

FDOE INTERNAL USE ONLY

**DISTRICT PLAN FOR SERVICES TO ENGLISH LANGUAGE LEARNERS (ELLs)/LEP**

<b>(1) NAME OF THE DISTRICT:</b>		<b>(2) CONTACT NAME/TITLE:</b>		<b>(3) CONTACT PHONE:</b>	
School District of Sarasota County, Florida		Donald Blair, Supervisor ESOL/Migrant		(941) 927-9000 x 34329	
<b>(4) MAILING ADDRESS:</b>			<b>(5) PREPARED BY: (If different from contact person)</b>		
1960 Landings Blvd., Sarasota, FL 34231-3331					
<b>(6) CERTIFICATION BY SCHOOL DISTRICT</b>					
The filing of this application has been authorized by the School Board and the undersigned representative has been duly authorized to submit this plan and act as the authorized representative of the district in connection with this plan.					
I, <b>Lori M. White</b> , do hereby certify that all facts, figures, and representations made in this plan are true and correct. Furthermore, all applicable statutes, rules, regulations, and procedures for program and fiscal control and for records maintenance will be implemented to ensure proper accountability.					
_____ Signature of Superintendent or Authorized Agency Head		_____ Date Signed		_____ Date of Governing Board Approval	
<b>(7) District Parent Leadership Council Involvement</b>					
Name of Chairperson representing the District ELL Parent Leadership Council (PLC): <b>Beatriz Osorio</b>					
Contact Information for District PLC Chairperson: Mailing address:					
E-mail Address:		Phone Number:			
Date final plan was discussed with PLC:		PLC <input type="checkbox"/> approved <input type="checkbox"/> not approved			
_____ Signature of the Chairperson of the District PLC				_____ Date Signed by PLC Chairperson	

Dr. Eric J. Smith, Commissioner

Florida Department of Education



**DISTRICT ENGLISH LANGUAGE LEARNER PLAN  
ASSURANCES AND CERTIFICATION**

School districts are required to abide by a set of assurances when developing and implementing programs and services to students classified as English Language Learners (ELLs)/LEP, and are required to ensure school- and district- level personnel comply with all the requirements and provisions set forth in the laws, rules, regulations, and federal court orders listed below:

- The requirements set forth in Section 1003.56, Florida Statutes;
- The requirements set forth in Rules 6A-6.0900 - 6A-6.0909; 6A; 6A-6.09091; 6A-1.09432, Florida Administrative Code (FAC.), and other applicable State Board of Education Rules;
- The requirements of the No Child Left Behind Act of 2001;
- The requirements of the Consent Decree in the League of United Latin American Citizens et al. v. the State Board of Education, 1990;
- The requirements of the Florida Educational Equity Act, 1984;
- The requirements based on the Fifth Circuit Court decision in Castañeda v. Pickard, 1981;
- The requirements based on the Supreme Court decision in Plyler v. DOE, 1980;
- The requirements based on the Supreme Court decision in Lau v. Nichols, 1974;
- The requirements of the equal Educational Opportunities Act of 1974;
- The Requirements of Section 504 Rehabilitation Act of 1973;
- The requirements of the Office of Civil Rights Memorandum of May 25, 1970;
- The requirements of the Title VI and VII Civil Rights Act of 1964; and
- The requirements of the Office of Civil Rights Standards for the Title VI Compliance.

By signature below, I, **Lori M. White**, do hereby certify that procedures, processes and services that are described herein shall be implemented in a manner consistent with the requirements and provisions of the requirements set forth above.

\_\_\_\_\_  
**Superintendent's Signature**

\_\_\_\_\_  
**Date Signed**

## SECTION 1: IDENTIFICATION

### 1) Enrollment Procedures

**Describe the process or procedures followed to register ELLs and administer the Home Language Survey (HLS) and how these procedures compare to those that are followed for non-ELLs.**

English Language Learner (ELL/LEP) students and non-ELL/LEP students will register at their assigned District school as determined by domicile. Parents or guardians report to the registrar's office where they are given a complete registration packet which includes the Home Language Survey (HLS) in English and Spanish.

In addition to registration procedures followed for non-ELL/LEP students, non-English speaking parents or guardians receive translated versions of registration forms, Home Language Survey, free and reduced lunch applications, and general school information, if available in their language. Currently, these forms are available for the major languages represented in the District (Spanish, Russian, Ukrainian, Haitian Creole, and Vietnamese). Where feasible, a bilingual staff member assists with translating or interpreting documents related to transportation and other pertinent school information.

Schools may not request or require documentation of the student's immigration status or inquire about the immigration status of the student. The District does not require any evidence of United States citizenship for enrollment. Social security numbers of students and families are not required in order to complete the registration process.

### 2) Administration of the Home Language Survey

**Describe how the HLS is administered at the schools in the district. Include in the description when this is done.**

Parents or guardians registering students will complete, with assistance in their language where feasible, the Home Language Survey (form #001) containing the three questions required by Rule 6A-6.0902. The HLS is found in the registration packet (unless the student's cumulative records contain a recently completed HLS from a previous school in the District). If there is an affirmative response on the HLS, the registrar will explain to the parents or guardians that a District-approved language proficiency assessment will take place and that they may receive information via TeleParent in their home language. Please refer to Section 8, question #22 for information on TeleParent.



**2a) Describe the procedures that are implemented for processing all affirmative responses to the HLS.**

Registration personnel at each school site are responsible for collecting and filing registration information along with an original copy of the HLS form in the student's cumulative folder. If there is an affirmative response to any of the questions posed on the HLS, the registrar will refer a copy of the form to the ESOL liaison and/or teacher and to the District ESOL Office without delay.

If there is an affirmative response to question IB2a only, the child will be placed in the regular program (coded LP) and screened with an aural/oral proficiency assessment within two weeks of school entry.

If there is an affirmative response to either question IB2b or question IB2c, the child will be placed in the ESOL program (coded LP) and screened with an aural/oral proficiency assessment within two weeks of school entry.

**Identify the title of the personnel responsible for processing all affirmative responses to HLS.**

Registrar       Guidance Counselor       Other (Specify)

**3) Provision of Understandable Communication**

**Describe the process to assist parents and students at the time of registration who do not speak English.**

Non-English speaking parents or guardians receive translated versions of registration forms, Home Language Survey, free and reduced lunch applications, and general school information, if available in their language. Currently, these forms are available for the major languages represented in the District (Spanish, Russian, Ukrainian, Haitian Creole, and Vietnamese). Where feasible, a bilingual staff member assists with translating or interpreting documents related to transportation and other pertinent school information.

**4) Student Data Collection**

**Describe the procedures implemented for collecting and reporting student demographic data including, but not limited to, native language, country of birth, etc.**

The school data entry person or administrative designee enters the student demographic information from the student's registration form and Student ELL/LEP Plan into the District's database system (TERMS). TERMS allows us to collect student information and report student demographic data.

**Identify the title of the personnel responsible for collecting and reporting student demographic data.**

Registrar       Data Entry Clerk       Other (Specify)

## SECTION 2: ENGLISH LANGUAGE PROFICIENCY ASSESSMENT (PLACEMENT)

### 5) English Language Proficiency (ELP) Assessment

Indicate the title(s) of the personnel responsible for the English language assessment of potential ELLs in your district.

Registrar

ESOL Coordinator/Administrator

Other ESOL Paraprofessional or staff member assigned by the school principal, who is trained on procedures for administering the English language assessment(s).

### 6) Listening and Speaking Proficiency Assessment

Indicate the Listening and Speaking (Aural-Oral) assessment(s) used in your school district to identify a student as an English Language Learner (ELL). Also, indicate the publisher's cut-score by score type that determines the student eligible and in need of ESOL services.

Name of Listening and Speaking Instrument(s):	INDICATE THE CUT SCORE USED FOR PLACEMENT (ENTRY) DETERMINATION BY TYPE OF SCORE			
	Grade Level	RS <sup>(1)</sup> *	SS <sup>(2)</sup>	NP <sup>(3)</sup>
IPT I Oral K-6 (Ballard & Tighe, Norm Year 2004)	K (Initial Identification)	Score Level* : A, B, C Proficiency Designation* : Level A- NES Level B, C - LES		
	K (Redesignation) to 2	Score Level* : A, B, C, D Proficiency Designation* : Level A, B - NES Level C, D - LES		
	3 to 6	Score Level* : A, B, C, D, E Proficiency Designation* : Level A, B, C - NES Level D, E - LES		
IPT II Oral 7-12 (Ballard & Tighe, Norm Year 2004)	7 to 12	Score Level* : A, B, C, D, E, F Proficiency Designation* : Level A, B - NES Level C, D, E - LES		

(1) A raw score (RS) represents number of points a student received for correctly answering questions on a test.

(2) A scale score (SS) is a raw score that has been converted to a scale. The conversion table provided by test publisher should be used to report the scale score, if the test results are not provided in terms of a scale score.

(3) A national percentile (NP) is the percentile rank provided by a national norm-referenced test that indicates the percentage of a referenced group obtaining scores equal to or less than the score achieved by an individual.

\*The Raw Score corresponds to a Score Level represented by letters A, B, C, D, E, and F. Each Score Level (i.e.; A, B, C, D, E, F) corresponds to a Proficiency Level (i.e.; NES: Non-English Speaking, LES: Limited English Speaking, and FES: Fluent English Speaking) based on student's current grade level. This information has been taken from IPT I Oral and IPT II Oral Ballard & Tighe test booklets, Norm Year 2004.

**6a) Describe the English Language Proficient (ELP) assessment procedures that have been implemented for K-12 ELLs to determine their oral skills levels [i.e. Non-English Speaking (NES), Limited English-Speaking (LES), and Fluent English-Speaking (FES)]. Include personnel responsible for testing students, grading the assessments, and recording the ELL data.**

Oral skills level for K-12 ELLs is determined by using a publisher provided designation chart. The chart provides an oral proficiency designation, Non-English Speaking (NES), Limited English Speaking (LES), or Fluent English Speaking (FES), based on the student's score level and current grade level. (For specifics, refer to question #6 above)

The assessment is scored and data is recorded by the ESOL liaison/teacher or ESOL paraprofessional. Test data is entered into the student database system (TERMS) by the registrar or data entry clerk.

**6b) What procedures and safeguards have been implemented to ensure that the Listening and Speaking test is administered within 20 school days of the completion of the HLS with affirmative responses?**

Students whose HLS has only an affirmative response to question 1.B.2a will be placed in the Regular Program (coded LP) and screened with an aural/oral language proficiency assessment within two weeks of school entry.

If there is an affirmative response to either question IB2b or question IB2c, the child will be placed in the ESOL program (coded LP) and screened with an aural/oral proficiency assessment within two weeks of school entry.

The state reports office runs queries and provides checklists in order to facilitate the monitoring of ESOL program compliance (e.g.: time frame, code, procedure, etc.) by the ESOL office. Liaisons are given the reports to do self-monitoring, and both the ESOL office and the state reports office are available to assist the liaisons with any concern.

**6c) Describe procedures that have been implemented when the Listening and Speaking test is not administered within 20 school days of the completion of the HLS with affirmative responses.**

If for any reason the screening does not occur within the two weeks, the parents will be notified with the reason for this delay; and the testing will be done as soon as possible.

**6d) Describe the assessment procedures that have been implemented for students in grades K-2 who score as fluent English-speakers on the Listening and Speaking test.**

Any grade K-2 student who scores fluent English speaking (FES) on the assessment will remain in the regular program (coded ZZ). Classroom teachers will be advised by the ESOL liaison that they should request an ELL Committee meeting should any concerns arise.

**6e) Describe the assessment procedures that have been implemented for grades 3-12 ELLs who have scored limited English proficient (below the publisher’s cut scores) on the Listening and Speaking test.**

Students in grades 3-12 who score non-English speaking (NES) or limited English speaking (LES) will also be assessed in reading and writing. These assessments should be administered within two weeks of school entry. Students who obtain a score of NES or LES will be entered into the ESOL program (coded LY, basis of entry A).

Parents will be notified via Notification of ESOL Placement Form (#003) (<http://www.sarasota.k12.fl.us/esolmigrant>) about program eligibility, proficiency level, and method of instruction.

**7) Reading and Writing**

**Indicate the Reading and Writing assessment(s) used in your school district to identify a student as an English language learner. A norm-referenced test may report a student’s score as a percentile. A score at or below the 32nd percentile on the reading or writing portion of a norm-reference test would qualify a student for entry into the ESOL program.**

<b>Name of Reading and Writing Instrument(s):</b>
IPT 1 Reading (Ballard & Tighe) Grade 3
IPT 1 Writing (Ballard & Tighe) Grade 3
IPT 2 Reading (Ballard & Tighe) Grades 4-6
IPT 2 Writing (Ballard & Tighe) Grades 4-6
IPT 3 Reading (Ballard & Tighe) Grades 7-12
IPT 3 Writing (Ballard & Tighe) Grades 7-12

**7a) What procedures and safeguards have been implemented to ensure that the Reading and Writing test is administered to students in grades 3-12 within one year of the Listening and Speaking test?**

ESOL liaisons are trained in ESOL procedures. As per procedures established in Sarasota County, students in grades 3-12 are assessed in Oral, Reading, and Writing within two weeks of school entry even when scoring an oral proficiency level of Non-English Speaking, Limited English Speaking, or Fluent English Speaking.

**7b) Describe the procedures that are followed when the Reading/Writing test is not administered to students in grades 3-12 within the required timelines.**

If for any reason the screening does not occur within the two weeks, the ELL/LEP Committee will meet within this time period to determine placement (coded LY, basis of entry L if entered; remains LP if not) with the reading and writing assessment being administered as soon as possible. The parents will be invited to the ELL/LEP Committee Meeting and notified in writing about the reason for this delay.

### 8) ELL Committee Intervention

**Describe the procedures that have been implemented by which the ELL Committee makes entry (placement) decisions. Include Web links (URLs) to form(s) used to document ELL Committee meetings or attach forms when sending the plan.**

A student may be classified as ELL/LEP and services may be provided in accordance with the District ELL/LEP Plan, or the ELL/LEP Committee may confirm his/her ELL/LEP status. In addition to language proficiency assessment results, the ELL/LEP Committee may determine a student to be ELL/LEP or not to be ELL/LEP according to consideration of at least two of the criteria listed in the Consent Decree (<http://www.sarasota.k12.fl.us/esolmigrant>).

Meeting minutes, including topics discussed and recommendations, will be documented on the ELL/LEP Committee Form (#006) (<http://www.sarasota.k12.fl.us/esolmigrant>).

### 9) Native Language Assessment

**Have procedures been developed and implemented to assess ELLs in their native language? (Rule 6A-6.0901, FAC., defines native language as the language used by an individual of limited English proficiency).**

Yes     No

## SECTION 3: PROGRAMMATIC ASSESSMENT

### 10) Academic/Programmatic Assessment

**Describe the procedures that have been implemented for determining the academic knowledge and abilities, and the prior academic experience of students identified as English language learners through the ELP assessments. Include Web links (URLs) to procedural documents as appropriate.**

Academic assessment of identified and assessed ELL/LEP students is initiated at the registration site with staff seeking to document the prior school experiences of each new student using school records, transcripts, and other evidence of educational experiences. Depending upon the individual school, either the ESOL liaison, the registrar, or the guidance counselor, reviews the educational background and history of the student, conducts parent and/or student interviews and uses all pertinent data to determine the appropriate grade level and/or subject area placement for the student.

The principal or designee determines the final placement with the student's best interest being foremost in importance. If no records are available or if students do not have prior school experience, the principal, counselor, and ESOL liaison/teacher determine grade level placement through the following considerations: chronological age, parent/guardian/student interviews, school based professional judgment based on a period of observation by the ESOL and/or classroom teacher and guidance counselor.

All of the above information is reflected in the Student ELL/LEP Plan. The plan contains the student's schedule, entry information, language proficiency level, and testing information. The schedule of the student and test data are recorded and updated in TERMS by either the data entry person or the ESOL liaison. (<http://www.sarasota.k12.fl.us/esolmigrant>)

**10a) Describe the procedures that have been implemented to address the placement of ELLs with limited or no prior school experience(s).**

Placement for ELL/LEP students is “age-appropriate.” The principal or designee determines the final placement with the student’s best interest being foremost in importance. If no records are available or if students do not have prior school experience, the principal, counselor and ESOL liaison/teacher determine grade level placement through the following considerations: chronological age, parent/guardian/student interviews, school based professional judgment based on a period of observation by the ESOL and/or classroom teacher and guidance counselor.

The District’s Student Progression Plan addresses a number of areas including student placement, progression, remediation alternatives, retention, assessment, and placement in special and alternative programs. For additional information, please refer to the District’s Student Progression Plan (<http://www.sarasota.k12.fl.us/StudentProgressionPlan>).

**10b) Describe the procedures that have been implemented to address the placement of ELLs whose prior schooling records are incomplete or unobtainable. Include actions taken and/or methods used to locate student records.**

Placement for ELL/LEP students is “age-appropriate.” After every effort has been made to contact and request records from previous schools with no tangible results, the principal or designee determines the final placement with the student’s best interest being foremost in importance. If no records are available or if students do not have prior school experience, the principal, counselor and ESOL liaison/teacher determine grade level placement through the following considerations: chronological age, parent/guardian/student interviews, school-based professional judgment based on a period of observation by the ESOL and/or classroom teacher and guidance counselor.

The District’s Student Progression Plan addresses a number of areas including student placement, progression, remediation alternatives, retention, assessment, and placement in special and alternative programs. For additional information, please refer to the District’s Student Progression Plan (<http://www.sarasota.k12.fl.us/StudentProgressionPlan>).

**10c) Grade Level and Course Placement Procedures – Grades K-8**

**Describe the procedures that have been implemented and the personnel involved to determine appropriate grade level placement.**

Placement for ELL/LEP students is “age-appropriate.” School personnel, usually the ESOL liaison/teacher, the guidance counselor, and/or other administrative designee reviews the educational background and history of the student, conducts parent and/or student interviews and uses all pertinent data to determine the appropriate grade level and/or subject area placement for the student. Steps taken to determine the student’s academic placement will be documented on the Programmatic Assessment Student Profile (form #011).

The District’s Student Progression Plan addresses a number of areas including student placement, progression, remediation alternatives, retention, assessment, and placement in special and alternative programs. For additional information, please refer to the District’s Student Progression Plan (<http://www.sarasota.k12.fl.us/StudentProgressionPlan>).

#### **10d) Grade Level and Course Placement Procedures – Grades 9-12**

**Describe the procedures that have been implemented to determine appropriate grade and course/class placement. Descriptions must include the process used for awarding credit to ELLs entering high school in 9th-12th grades who have completed credits in countries outside of the United States, but for which there is no documentation. Also, per Rule 6A-6.0902, FAC., include the process for awarding credit to students transferring from other countries for language arts classes taken in the student's native language and for foreign languages the student may have taken (this may include English). Please provide a link if this information is explained in the Student Progression Plan.**

Placement for ELL/LEP students is “age-appropriate.” ELL/LEP students in high school who are not able to provide a valid transcript or original report cards shall identify and describe all courses taken in previous years. Work or credit shall be validated by subject-area examination or performance assessment in order to award credit or to place students appropriately. Examinations/assessments may not be based in whole or in part on the student's English language proficiency. Steps taken to determine the student's academic placement will be documented on the Programmatic Assessment Student Profile (form #011) (<http://www.sarasota.k12.fl.us/esolmigrant>).

Foreign-Born Students entering high school with 1.0-4.0 credits in the study of English language; shall receive, 1.0-4.0 credits for student's study of a foreign language (in this case, the foreign language is any language other than the student's native language).

For Foreign-Born Students entering high school with 1.0-4.0 credits in the study of their own country's primary language; shall receive, 1.0-4.0 credits in English (e.g.: a French student gets credit for studying French in the same way that an American student gets credit for studying English).

The District's Student Progression Plan addresses a number of areas including student placement, progression, remediation alternatives, retention, assessment, and placement in special and alternative programs. For additional information, please refer to the District's Student Progression Plan (<http://www.sarasota.k12.fl.us/StudentProgressionPlan>).

School personnel, usually the ESOL liaison, the guidance counselor, and/or other administrative designee are involved in determining appropriate grade level placement. Steps taken to determine the student's academic placement will be documented on the Programmatic Assessment Student Profile (form #011) (<http://www.sarasota.k12.fl.us/esolmigrant>).

**11) Re-evaluation of ELLs who previously withdrew from the School/District**

**Describe the procedures that have been implemented for re-evaluating ELLs who withdraw (or leave) from the district and re-enroll after having been either in another district, state, or out of the country. Include the length of time between the ELLs' withdrawal and re-enrollment after which a new English language proficiency assessment is to be administered.**

District records of English Language Learners who leave the district for another district, state, or country during the school year are kept at the last school attended in Sarasota County. Students are re-evaluated upon returning to Sarasota County if they have been gone for a period of at least three calendar months.

District:

ESOL liaisons make every effort to obtain ESOL records from previous schools for students who return to Sarasota County after having attended school in another district in Florida. ESOL records shall include information on the latest language proficiency assessment and ELL/LEP Committee decisions. If the latest language proficiency assessment has taken place more than three months ago, or if the assessment is different from the test measure used in Sarasota County, the ESOL liaison will reassess language proficiency within ten school days.

State or Country:

Students who withdraw from a Sarasota County school to attend school in another state or country, returning after three or more months of absence, are reassessed with a state- approved assessment for current language proficiency. Students' enrollment and withdrawal dates are recorded and taken into account because an interruption of ESOL services has taken place.

**12) Student ELL Plan Development**

**Describe the procedures that have been implemented for developing the Student ELL Plan (formerly known as the LEP Student Plan). Include the title of the person responsible for developing the plan and a description of when and how the plan is updated.**

The ESOL liaison, in conjunction with the ELL/LEP Committee where feasible, is responsible for developing the Student ELL/LEP Plan at the beginning of the school year and every time there is any change made to the plan. The information is documented on the Student ELL/LEP Plan (<http://www.sarasota.k12.fl.us/esolmigrant>), and the data entry person enters the Student ELL/LEP Plan information into the student database system.

**12a) What procedures are used to ensure that the Student ELL Plans are updated to reflect a student's current services? List the title of the person responsible and provide link to the Student ELL Plan form, as appropriate.**

Training on ESOL procedures, including Student ELL/LEP Plan, is provided to ESOL liaisons at several times in the school year. At the beginning of the year, the ESOL liaison runs a report which reflects expired Student ELL/LEP Plans (<http://www.sarasota.k12.fl.us/esolmigrant>). In addition, state reports office runs queries and provides checklists in order to facilitate the monitoring of ESOL program compliance (e.g.: time frame, code, procedure, etc.) by the ESOL office. Liaisons are given the reports to do self-monitoring, and both the ESOL office and the State Reports office are available to assist the liaisons with any concern.



### 13) Parent Notification

Indicate the process that has been implemented to notify parents/guardians of the placement of the ELL in the ESOL program.

Standard letter used by all schools in a language the parents/guardians understand, unless clearly not feasible. (<http://www.sarasota.k12.fl.us/esolmigrant>)

13a) List the languages used in the Parent Notification Letters (check all that apply):

- English
- Spanish
- Russian
- Ukrainian
- Haitian Creole
- Vietnamese

## SECTION 4: COMPREHENSIVE PROGRAM REQUIREMENTS AND STUDENT INSTRUCTION

### 14) Instructional Models

In addition to using ESOL strategies, which are required for use by teachers who have ELLs, indicate the instructional model(s) or approach(es) implemented in the district to ensure comprehensible instruction. Descriptions for each of these appear on page 50 of the 2008-2009 English Language Learner Database and Program Handbook, <http://www.fldoe.org/aala/pdf/08-09ELLDatabaseProg-handbook.pdf>. (Check all that apply)

- Sheltered English Language Arts
- Sheltered Core/Basic Subject Areas
- Mainstream-Inclusion English Language Arts
- Mainstream-Inclusion Core/Basic Subject Areas
- One-Way Development Bilingual Education
- Dual Language (Two-Way Developmental Bilingual Education)

14a) Describe how the instructional models are implemented in your district. Description should include the procedures that have been implemented to locally monitor fidelity of implementation for each instructional model at the school.

Sarasota County offers English Language Learner (ELL/LEP) students instructional services through the English for Speakers of Other Languages program. The preferred model at many of our schools is mainstream/inclusion; however, schools may also use self-contained/sheltered models.

School administrators review teacher lesson plans and conduct classroom walk-throughs to monitor fidelity and implementation. ESOL Teacher Trainers are also involved in the classroom walk-throughs.

**14b) As an attachment to this document, please list each school in your district and the instructional model(s) used in each. Please use Microsoft Word or Microsoft Excel to format the information.**

Please refer to Sarasota County Schools Instructional Models document attached.

**14c) Describe the process that has been implemented to verify that instruction provided to ELLs throughout the district is equal in amount, sequence, quality, and scope to that provided to non-ELLs.**

Instruction provided to ELL/LEP students is equal in amount, sequence, and scope to that provided to Non-ELL/LEP students. Basic ESOL time is proportional to the Language Arts time received by non-ELL/LEP students. All ELL/LEP students are given equal access to appropriate programming and core academic subjects including intensive instruction in the English language and instruction in the basic subject areas. The schedule on the Student ELL/LEP Plan reflects the minutes per week in each of the students' classes.

School administrators or designee review teacher lesson plans and conduct classroom walk-throughs.

**14d) Describe the method implemented throughout the district for use by instructional personnel to document the use of ESOL instructional strategies and the school level monitoring process used to verify the delivery of comprehensible instruction.**

Each teacher develops daily lesson plans in which they document the use of ESOL strategies for all subjects taught. A list of sample Instructional Strategies for ELL/LEP students is also attached to the plan book (<http://www.sarasota.k12.fl.us/esolmigrant>). The plan reflects the teaching of Sunshine State Standards for the appropriate language proficiency level of the student. School administrators or designee review teacher lesson plans regularly to ensure that comprehensible instruction is occurring and conduct classroom walk-throughs.

**14e) Indicate the title of the person(s) responsible for ensuring that all ELLs are provided with comprehensible instruction in your district. (Check all that apply)**

- Region Administrator(s)
- District Administrator(s)
- School Level Administrator(s)
- Other (Specify)

**14f) Indicate the progress monitoring tools that are being used to ensure all ELLs are mastering the grade level academic content standards and benchmarks, and the English Language Proficiency standards. (Check all that apply)**

- Student Portfolios
- FCAT Practice Tests
- Other Criterion Reference Test (Specify) On the Mark (K-1), Harcourt Assessments (K-5), Oral Fluency Probes (1-5), SRI (2-12), FORF (6-8),
- Native Language Assessment (Specify)

FCAT

Other (Specify) CELLA

### 15) Student Progression

**Have the district's standards and procedures for promotion, placement, and retention of ELLs been incorporated into the district's Student Progression Plan?**

Yes  No

**If yes, indicate where in the Student Progression Plan these are described.**

The District's Student Progression Plan addresses a number of areas including student placement, progression, remediation alternatives, retention, assessment, and placement in special and alternative programs. For additional information, please refer to the District's Student Progression Plan (<http://www.sarasota.k12.fl.us/StudentProgressionPlan>).

Elementary School Student Progression Plan - Section VI, IX, X

Middle School Student Progression Plan - Section V, XI, XII

High School Student Progression Plan - Section III, XII

**15a) Describe the district's Good Cause Policy(ies) and how these are implemented in your district when ELLs who have been enrolled in an approved ESOL program for 2 years or less are exempted from mandatory retention.**

English Language Learner/LEP students who have received instruction in an approved ESOL program for less than two years may be exempted from the mandatory retention in third grade. The Good Cause Policy can be found in the Student Progression Plan.

(<http://www.sarasota.k12.fl.us/StudentProgressionPlan>)

**15b) Describe what role the ELL Committee has in the decision to recommend the retention or promotion of any ELL.**

The ELL/LEP Committee and CARE will complete a case review for students who are being considered for retention. The Principal, with input from the ELL/LEP Committee and/or CARE, may waive the promotion requirements or may exempt ELL/LEP students from mandatory retention for "Good Cause" conditions defined by the school board in the District Student Progression Plan.

(<http://www.sarasota.k12.fl.us/StudentProgressionPlan>). Parents are notified.

**15c) Describe the procedures that have been implemented to notify parents of ELLs regarding retention or promotion decisions.**

The parents or guardians of ELL/LEP students will be invited to an ELL/LEP Committee Meeting in which retention will be discussed. Information about educational opportunities available for the student is discussed with parents (e.g.: Summer School). If applicable, possibilities for promotion after meeting requirements are discussed (e.g.: satisfactory completion of Summer School program or passing of Summer FCAT retake).

## SECTION 5: STATEWIDE ASSESSMENT

### 16) Statewide Assessment

**Describe the process that has been implemented to ensure that all ELLs participate in Florida statewide assessment program (FCAT, CELLA, etc), include the title of the person responsible for ensuring all ELLs are assessed.**

The Director of Research, Assessment, and Evaluation (RAE) is responsible for making sure that all ELL/LEP students participate in statewide assessments (FCAT, CELLA, etc.). Our District policy is that all ELL/LEP students will participate in the statewide assessment programs.

**16a) Describe the process that has been implemented to ensure all eligible ELLs are provided with appropriate test accommodations. Description should indicate the title of the school-level person responsible and include a description of how schools maintain documentation that each eligible ELL was provided with appropriate test accommodations.**

The test coordinator at each school is responsible for making sure that all accommodations for statewide assessment have been offered to ELL/LEP students. The District testing coordinator in Research, Assessment, and Evaluation meets with and trains all test coordinators from each school regarding all procedures to be followed in the test administration and accommodations for ELL/LEP students. A letter is sent home to parents explaining the accommodations available for their children, and this letter is maintained in the student's ELL file at the school. Documentation of test schedules and location for testing is kept at each school.

**16b) Do the current assessment policies adopted by the district allow for the implementation of alternative assessment of ELL/LEP students who have been enrolled in an approved ESOL program for 12 months or less?**

Yes  No

**If yes, describe the process for alternatively assessing ELL students.** Not applicable

**Indicate alternative assessments for each core subject area that apply. *NOTE: If you would like to list multiple assessment instruments for a subject, separate each name with a comma. For each core subject area either indicate alternative assessment, or list "N/A."***

Reading: Not applicable

Math: Not applicable

Writing: Not applicable

Science: Not applicable

## SECTION 6: ENGLISH LANGUAGE PROFICIENCY ASSESSMENT (EXIT)

**17) Describe the procedures that have been implemented to determine ELLs are ready to exit the district's ESOL program. Description should include exiting procedures for all language domains (listening speaking, reading and writing), grade-specific procedures, and required cut scores.**

In order to consider a KG - 2 grade student for exiting, a student must obtain a CELLA Scale Score at proficiency level in the areas of listening and speaking. An ELL Committee meeting will convene should liaison or teachers have concerns. If an ELL Committee Meeting is not deemed necessary, the ESOL liaison will notify the parents of the decision to exit based on assessment (i.e., CELLA) via the Parent Notification (form #002).

In order to consider a 3-12 grade student for exiting, a student must obtain an FCAT Reading Level 3 or greater or the equivalent developmental scale score on the Reading test of the Sunshine State Standards and a CELLA Scale Score at proficiency level in the areas of listening and speaking, and Writing. An ELL Committee meeting will convene should liaison or teachers have concerns. If an ELL Committee Meeting is not deemed necessary, the ESOL liaison will notify the parents of the decision to exit based on assessment (i.e., FCAT, CELLA) via the Parent Notification (form #002).

For 3-12 grade students who did not participate in FCAT or CELLA assessment, the student must be assessed with IPT Language Proficiency Assessment in the areas of Listening, Speaking or Aural/Oral, Reading and Writing. The student must obtain Fluent English Speaker proficiency in Oral (listening/speaking), and score at or above a 33% percentile in Reading and Writing. In addition to language proficiency assessment results, the ELL/LEP Committee will convene to determine which other two Consent Decree criteria the student meets. The ELL/LEP Committee will ensure that the student meets at least two of five Consent Decree criteria before exiting or extending the student.

Any reevaluation that comes due between April 1<sup>st</sup> and August 31<sup>st</sup> will be completed upon liaisons' return to school in August. For students whose reevaluation is due between September 1<sup>st</sup> and Survey 2 in October, review must occur by Date Certain of Survey 2 in October. Reevaluation procedures involve a review of the prior school year's FCAT and CELLA scores to determine if the student meets the established proficiency levels to exit.

As of 09-10 SY the procedures listed below apply to ELLs whose reevaluation is due on or after Date Certain of Survey 2 in October, even if they have met FCAT or CELLA exit test criteria.

- Begin reevaluation procedures within 30 days of anniversary date (i.e., entry date or reentry date).
- Administer IPT Oral, Reading, and Writing as applicable to the student's grade level.
  - Proficiency is obtained with: FES on IPT Oral, IPT Reading/Writing at or above 33% NP. It is important to look at CELLA/FCAT scores, but neither can be used as exit test measures.
- Have teacher(s) complete a Teacher Feedback form.
- Obtain a copy of report card from the latest grading quarter.
- Hold an ELL Committee Meeting and follow procedures previously in place for ELL Committee Meetings. Ensure that the student meets at least 2 of 5 Consent Decree criteria to exit or receive an extension of services in the ESOL program.

**17a) Listening and Speaking Proficiency Assessment**

Indicate the Listening and Speaking (Aural-Oral) assessment instrument used in your district for determining whether or not a student is English proficient and ready for exit. Also, indicate the publisher’s cut-score by score type that determines that the student is ready for exit.

Name of Listening and Speaking Instrument(s):	INDICATE THE CUT SCORE USED FOR EXIT DETERMINATION BY TYPE OF SCORE			
	Grade Level	RS <sup>(1)</sup>	SS <sup>(2)</sup>	NP <sup>(3)</sup>
CELLA	K-2		673*	
CELLA	3-5		720*	
CELLA	6-8		733*	
CELLA	9-12		739*	

\* The scale scores reported in the table above reflect those published in 2008. Any changes adopted by the State Board of Education shall be reflected in the considerations for exit made each year in which changes are applied.

**17b) Reading and Writing Proficiency Assessment**

Indicate the Reading and Writing assessment instrument(s) used in your district to determine whether or not a student is English proficient and ready for exit. A norm-referenced test may report a student’s score as a percentile. Per Rule 6A-6.0903, FAC., if a norm-referenced test is used, a score at or above the 33<sup>rd</sup> percentile qualifies a student for exit. For exit criteria, refer to ELL: Basis of Exit Data Element at this link:

[http://www.fldoe.org/eias/dataweb/database0809/st105\\_1.pdf](http://www.fldoe.org/eias/dataweb/database0809/st105_1.pdf)

Name of Reading and Writing Instrument(s):	INDICATE THE CUT SCORE USED FOR EXIT DETERMINATION BY TYPE OF SCORE			
	Grade Level	Achievement Level	SS <sup>(2)</sup>	NP <sup>(3)</sup>
FCAT SSS Reading	3-12 (Only applies to retained 3rd graders)	3		
CELLA Reading	3-5 (Only applies to ELL/LEP students with no FCAT score available)		734*	
CELLA Reading	6-8 (Only applies to ELL/LEP students with no FCAT score available)		759*	
CELLA Reading	9-12 (Only applies to ELL/LEP students with no FCAT score available)		778*	
CELLA Writing	3-5		727*	
CELLA Writing	6-8		746*	
CELLA Writing	9-12		746*	
IPT**	(Only for students without FCAT/CELLA data)			

\* The scale scores reported in the table above reflect those published in 2008. Any changes adopted by the State Board of Education shall be reflected in the considerations for exit made each year in which changes are applied.

\*\* The scoring table provided by test publisher will be used.

**17c) Identify the title of the personnel responsible for conducting the exit assessments described above:**

- Registrar
- ESOL Teacher/Coordinator
- Other (Specify) ESOL Paraprofessional or staff member assigned by the school principal, who is trained on procedures for administering the exit assessment(s).

**17d) Describe the process by which the ELL Committee makes exit decisions.**

The ELL/LEP Committee may determine students are eligible for exit based on analyses of students' academic performance including language proficiency scores, review of grades, standardized test scores, and/or alternative assessments and may determine that students would be better served by another instructional program or combination of programs that address special needs of the students. The assessment instruments used and ELL/LEP Committee determinations will be documented on the ELL Committee Form (#006) (<http://www.sarasota.k12.fl.us/esolmigrant>) and placed in student cumulative records. The ELL/LEP Committee may not override the scores of the aural/oral test when considering exiting the student from the program. However, the committee may override the scores of the aural/oral test in a unique situation involving ESE services.

**17e) Identify who is responsible for updating ELLs' exit data in the Student ELL Plan and who is responsible for ensuring this process is completed. Provide titles of person(s) responsible & briefly describe process.**

The ESOL liaison at each school is responsible for notifying the parents via Parent Notification (form #002) of the results of the test and/or ELL/LEP Committee recommendations. The liaison is also responsible for updating the exit data on the Student ELL/LEP Plan. Depending upon the individual school's policy, either the ESOL liaison or the data entry person is responsible for entering the data into the District's data system (TERMS). The ESOL liaison is responsible for ensuring that this process is completed.

**17f) Identify the district policies in place for students who meet exit qualifications in the middle of a student grading period.**

As part of the exiting or reevaluation procedures the teachers provide feedback about the student's performance and up-to-date grades through a Teacher Feedback Form (# 007) (<http://www.sarasota.k12.fl.us/esolmigrant>). Students meeting exit criteria are exited without delay; however, for students in grades 9-12, a focus will remain upon the ability to earn credits toward fulfilling graduation requirements. (Please see 17a and 17b above for exit assessments administered.)

**SECTION 7: MONITORING PROCEDURES**

**18) Identify who is responsible for conducting the required two-year monitoring follow-up of former ELLs once they have exited the ESOL program.**

The ESOL liaison/teacher is responsible for conducting the required two-year Post Reclassification Monitoring follow-up of former ELL/LEP students.

**18a) Explain how the ELLs' progress is documented in the Student ELL Plan.**

Monitoring will be documented on both the Post Reclassification Monitoring Form (#008) (<http://www.sarasota.k12.fl.us/esolmigrant>), and on the last Student ELL/LEP Plan. The information will then be entered into the student's LEP record on the District's database system (TERMS).

Monitoring takes place as follows from the date a student exits the program:

- First Review - First full grading period after exit
- Second Review - End of second full grading quarter after exit
- Third Review - End of the third full grading quarter after exit
- Fourth Review - Two years from the exit date

**18b) Indicate what documentation is used to monitor the student's progress. Check all that apply.**

Post-Reclassification Monitoring procedures for students who have exited the ESOL program will be conducted by using one or more of the following:

- Report Cards
- Test Scores (State Approved Tests)
- Classroom Performance
- Other (Specify) Teacher Input through a Teacher Feedback Form, Parent Input

**19) Describe the procedure(s) followed when the academic performance of former ELLs is not on grade level.**

The ELL/LEP Committee will convene whenever an exited student shows any consistent pattern of under-achievement as shown by report card grades, alternative assessments, and/or achievement test performance. Parents or teachers may also request an ELL/LEP Committee meeting. The committee will discuss viable solutions/options, including the necessity of re-entering the ESOL program.

**20) When former ELLs are reclassified as ELL and re-enter the ESOL program, who is responsible for initiating a new Student ELL Plan, updating the student data, and ensuring the appropriate placement? Include a description of the procedures/processes.**

The ELL/LEP Committee makes the final decision regarding appropriate placement, and the results of the meeting are documented on the ELL/LEP Committee Form (#006). After the ELL/LEP Committee Meeting has taken place, parents or guardians receive a copy of the ELL/LEP Committee Form (<http://www.sarasota.k12.fl.us/esolmigrant>) and Parent Notification Form (#002) indicating the results of the meeting. The ESOL liaison/teacher is responsible for initiating a new Student ELL/LEP Plan, updating the student data, and ensuring appropriate placement. The needs of the student determine the program delivery model and additional intervention strategies.



**21) Describe the program delivery model and additional intervention strategies that will be implemented when former ELLs re-enter the ESOL program.**

The needs of the student determine the program delivery model and additional intervention strategies.

**SECTION 8: PARENT/GUARDIAN/STUDENT NOTIFICATION AND RIGHTS**

**22) Describe the procedures used by school personnel to provide assistance to parents/guardians of ELLs in their home language.**

District schools provide assistance to parents/guardians of ELL/LEP students in their heritage language, unless clearly not feasible, at the time of registration, during ELL/LEP Committee meetings, and during Parent/Teacher conferences. In addition, the following services are provided to improve communication between non-English speaking parents, schools and the District:

1. Written translations of standard forms and informational letters that are sent to parents are provided in Spanish, Russian, Ukrainian, Haitian Creole, and Vietnamese.
2. All schools have access to a list of available translators and interpreters whom schools may contact in order to facilitate communication at group meetings or individual parent conferences.
3. The District uses the “Talk & Listen” system to provide interpretation services at informational meetings.
4. The District ESOL office has provided schools with a phone communication system, TeleParent. This system allows teachers to send pre-recorded messages, on a variety of topics, to parents or guardians of ELL/LEP students in English, Spanish, Ukrainian, Russian, Haitian Creole, and Vietnamese. In addition, TeleParent provides the opportunity of reaching parents or guardians of ELL/LEP students who speak Cantonese, Korean, Portuguese, Mandarin, Japanese, Khmer, Lao, Armenian, Farsi, Tagalog, Urdu, and Hindi.
5. The District also provides schools access to a communication system, Connect Ed, which allows principals and authorized district personnel to send recorded messages to families. Messages can be recorded in any language for which there is an interpreter available.
6. A District newsletter was developed with the purpose of keeping parents of ELL/LEP students and Migrant families informed. This newsletter is also used to encourage parents to participate in other parent organizations such as Parent Teacher Organization (PTO), Parent Teacher Association (PTA), School Advisory Council (SAC), and Partnerships and Alliances Linking Schools (PALS). Parents are also encouraged to attend Children at Risk in Education (CARE) meetings and Parent/Teacher Conferences at their children's schools.

**22a) Check the school-to-home communications that are sent by the district or school to parents/guardians of ELLs and that are in a language the parents/guardians understand:**

- Temporary placement
- Delay in language proficiency testing
- Results of language proficiency assessment
- Program placement

- Program delivery model options
- State and/or district testing
- Accommodations for testing (flexible setting)
- Annual testing for language development
- Growth in language proficiency (Listening, Speaking, Reading, Writing)
  
- Exemptions from statewide assessment for students classified as ELL for one year or less by date of test
- Retention/Remediation
- Transition to regular classes
- Extension of ESOL instruction
- Exit from ESOL program
- Post-reclassification (LF) monitoring
- Reclassification of former ELL student
- Invitation to participate in an ELL Committee Meeting
- Invitation to participate in the Parent Leadership Council (PLC)
- Special programs such as Gifted, ESE, dual enrollment, Pre-K, adult secondary courses, vocational education, magnet, charter schools, SES programs, and student support activities
- Free/reduced price lunch
- Parental choice options, school improvement status, and teacher out-of-field notices
- Registration forms and requirements
- Disciplinary forms
- Information about the Sunshine State Standards and the ELP Standards
- Information about statewide assessments
- Information about community services available to parents
- Information about opportunities for parental involvement (volunteering, PTA/PTO, SAC)
- Other Information about Supplemental Programs or Services, Report Card (Currently, only available in Spanish), Testing for eligibility of services

**23) How does your district inform parents/guardians/ and ELLs of the Code of Student Conduct and students' rights and responsibilities?**

The Student and Family Handbook contains information related to the code of student conduct, and students' rights and responsibilities. Schools send home a copy of the handbook during the first weeks of school. In addition, parents can access the handbook through the District's Web site at <http://www.sarasota.k12.fl.us/DDP/2.asp>. The handbook is available in English, Spanish, Russian, Ukrainian, Haitian Creole, and Vietnamese.

**Is the Code of Student Conduct Available in a language other than English?**

- Yes  No

**If No, describe how the Code of Student Conduct is explained to parent/guardians and students in a comprehensible format. Include title of personnel responsible. Not applicable**

**24) What provision(s) does your district have to train parents/guardians in order to promote parental and community participation in programs for ELLs? Explain.**

At each school's Parent Leadership Council meeting, the ESOL Parent Outreach Facilitator provides training to parents to promote parental and community participation in programs for ELL/LEP students. Topics include school and community resources and services available, and how to participate. The District ESOL office distributes a Bilingual Resource Directory to parents in attendance. The ESOL Department not only provides instruction in how to help their children at home, but also provides supplementary reading and math materials in both Spanish and English to the parents of ELL/LEP students in second and third grade. During these parent workshops, parents are trained on different ways to increase parental involvement in schools.

**25) How does your district provide parents/guardians information on schools' academic progress (school grade, AYP, etc.)? Explain.**

For those schools who do not make adequate yearly progress (AYP), the schools mail letters to parents in the appropriate language where feasible. All other schools publish the information in their Public Accountability Report. The information airs on Channel 20, the District's local education channel, and is published in the local newspaper.

**26) How does your district provide parents/guardians information on the monitoring of program compliance (role of the Civil Rights Officer, complaint and appeal process, etc.)? Explain.**

Equity booklets are distributed to all employees, students and parents in the District. In addition, Building Principals include an article in a newsletter indicating that Equity booklets have been distributed to students and copies are available for parents who did not receive their child's booklet. The principals indicate that complaint forms are available in the Principal's office. Principals are required to include "Equity Complaint Process" as an agenda item at a PTA/PTO meeting, as well as at a staff meeting.

Sarasota has an equity coordinator who monitors the program for compliance of federal and state guidelines. The Director of Human Resources is the Civil Rights Officer for the District.

Individuals have the right to file a complaint. Complaints may be filed at any school site or at the District office. The school principal or District Superintendent will assign appropriate personnel to investigate the complaint and make recommendations. If the complaint is not resolved to the individual's satisfaction, he or she may appeal to the School Board.

**27) How are ELLs assured equal access to all programs and facilities that are available to non-ELLs?**

All students served by the School District of Sarasota County have equal access to programs and facilities without distinction between ELL/LEP students or non-ELL/LEP students. ELL/LEP students enroll in their neighborhood schools with access to the same school choice options available to non-ELL/LEP students. ELL/LEP students who need the support afforded by programs other than ESOL are referred through similar means as non-ELL/LEP students, with plans in place (e.g., Gifted Plan B) to provide for the language and cultural needs of the student and parent/legal guardian involved in the referral process. Equal access to appropriate educational programs is assured through the student scheduling and course selection process wherein all courses and programs of study available to non-ELL/LEP students are equally available to ELL/LEP students. The provision of qualified instructional personnel is assured through the certification, endorsement, and ESOL training process as detailed in Section 10 of this Plan.

**SECTION 9: FUNCTIONS OF THE ELL COMMITTEE AND THE PLC**

**28) Specify the personnel required for an ELL Committee in your district.**

ELL/LEP Committee Chairperson (ESOL Liaison)\*, Administrator or Designee\*, Guidance Counselor\*, Parent or Parent Designee, ESOL Teacher, and other personnel as deemed appropriate (BSA teacher, social worker, school psychologist, bilingual aide, etc.) \*Required

**29) Check the functions performed by the ELL Committees in your district. (Check all that apply)**

- Concerns/decisions regarding initial placement of student in K-2 who scored as fluent English speaking on an aural/oral assessment, but progress in conventional class is viewed as insufficient
- Reclassification of former ELLs
- Placement decisions for students in grades 3-12 scoring fluent English speaking on oral/aural and are at or below the 32<sup>nd</sup> percentile on reading and writing assessment
- Review of instructional programs or progress (after one semester)
- Parental concerns
- Exempting students classified as ELL for one year or less from statewide assessment program
- Review of instructional program of LF students during 2-year post-reclassification period with consistent pattern of academic underperformance
- Consideration of exiting a student who scored as fluent English speaking on aural/oral assessment, but at or below the 32<sup>nd</sup> percentile on reading and writing assessment

- Referring an LF student being considered for reclassification to appropriate compensatory, special and supportive services, evaluations, and programs, if necessary
- Referring an LY student being considered for extension of services to appropriate compensatory, special and supportive services, evaluations, and programs, if necessary
- Other (Specify) Retention/Promotion decisions

**30) Indicate the type(s) of Parent Leadership Councils (PLC) that exist in your district.**

- School Level     District Level

**Describe the functions and composition of PLCs in your district.**

The District involves the Parent Leadership Council in district/school committees. Each school in the District will have a School Parent Leadership Council. The function of the PLCs may include the following:

- Provide a voice for ELL/LEP parents.
- Discuss school issues and make recommendations to school and program officials;
- Provide a link between district, school, administration, teachers, and the home;
- Encourage parents to become active participants on school committees, for example, PTA/PTO, PALS Partners in Education, and the School Advisory Council (SAC);
- Provide information on school and district initiatives, meetings, and workshops relevant to the development of educational programs for ELL/LEP students and non-ELL/students;
- Guide parents/legal guardians to support services, courses, and Title III programs that are of benefit to their students and families;
- Offer guidance on advocacy needs on behalf of ELL/LEP students;
- Address parent/legal guardian concerns regarding ELL education; and
- Inform parents/legal guardians of their students' educational rights under state and federal law.

Members of the School Parent Leadership Council are eligible to be members of the District Parent Leadership Council.

In addition to the School Parent Leadership Council, the District has a District Parent Leadership Council made up of representatives from the various school councils. This council provides a forum for parents to share their concerns at the District level, and allows for parent input into the District ELL/LEP Plan.

**30a) According to Rule 6A-6.0904 FAC., the PLC is “composed in the majority of parents of limited English proficient students.” If any of the PLCs in your district do not meet this condition, explain why and when you expect the PLC(s) to comply with this rule.**

The District of Sarasota County complies with this definition.

**31) Indicate how your district involves the PLC in district/school committees.**

The District and School ESOL staff encourage parents to become active participants on school committees, for example, PTA/PTO, PALS Partners in Education, and the School Advisory Council (SAC).

**32) Indicate how your district PLC was involved in the development of the District ELL Plan.**

The Chair of the District PLC worked very closely with the District in the development and revisions of the District ELL/LEP Plan. She was also instrumental in its translation and involving other parents in the Council and the school PLC meetings.

**32a) Does the district PLC approve of the District ELL Plan?  Yes  No**

**If no, then summarize in an attachment the concerns of the PLC, or attach a summary from the PLC itself.**

## **SECTION 10: PERSONNEL TRAINING**

Timelines for Completion of the ESOL [Training Requirements](http://www.sarasota.k12.fl.us/Esolmigrant) may be accessed at <http://www.sarasota.k12.fl.us/Esolmigrant>.

**33) Describe how teachers who are required to obtain ESOL training or certification are notified of training requirements and opportunities. Include who is responsible for issuing the notifications and how the notification process is documented.**

The Professional Development Department keeps the records of all ESOL training for employees. District employees at each location in the county have access to their in-service records via the District Web site. Using information from Professional Development and Out-of-Field Reports from Human Resources, Principals determine if a given teacher is in compliance. The Principal communicates with those teachers who are not in compliance and advises them of their ESOL training requirements.

**34) Describe the process(es) implemented to track teachers' completion of ESOL training and/or certification requirements and include how documentation of completion is maintained.**

The Professional Development Department keeps the records of all ESOL training for employees. District employees at each location in the county have access to their in-service records via the District Web site. Using information from Professional Development and Out-of-Field Reports from Human Resources, Principals determine if a given teacher is in compliance. The Principal communicates with those teachers who are not in compliance and advises them of their ESOL training requirements.

**35) Describe how the district provides the 60-hour ESOL training requirement for school-based administrators, and the tracking system that will be implemented.**

The District provides the 60-hour ESOL training for school-based administrators yearly as an online course through Professional Development.

The tracking system involves Information Services (IS), Professional Development System (PDS), and the ESOL/Migrant Office. IS runs queries for the in-service data housed in PDS and supplies the information to the ESOL/Migrant Office. The ESOL/Migrant Office then contacts those administrators who are not in compliance and advises them of the date the course will be offered online.

**36) Describe how the district will provides the 60-hour ESOL training requirements for Guidance Counselors, and the tracking system that will be implemented.**

The District provides the 60-hour ESOL training for guidance counselors yearly as an online course through Professional Development.

The tracking system involves Information Services (IS), Professional Development System (PDS), and the ESOL/Migrant Office. IS runs queries for the in-service data housed in PDS and supplies the information to the ESOL/Migrant Office. The ESOL/Migrant Office then contacts those counselors who are not in compliance and advises them of the date the course will be offered online.

**37) If instruction is provided in a language other than English, describe the procedures that are used to assess teachers' proficiency in the other language and in English.**

Instruction is provided in English only.

**38) According to Rule 6A-6.0904, FAC., a bilingual paraprofessional or teacher is required at schools having 15 or more ELLs who speak the same language. Describe the qualifications required by your district to serve as a bilingual paraprofessional. Also, describe in detail the job description and primary assignment, or provide the URL for your district's bilingual paraprofessional job description.**

Sarasota County requires that bilingual paraprofessionals who are assigned to meet the needs of the fifteen (15) or more ELL/LEP students who speak the same language meet the definition of highly qualified personnel as outlined in Title I, NCLB:

(A) Completed at least two (2) years of study at an institution of higher education;

(B) Obtained an associate's (or higher) degree; or

(C) Met a rigorous standard of quality and can demonstrate mastery of needed skills through a formal State or local assessment.

The primary assignment for the bilingual paraprofessional is to assist in Basic English for Speakers of Other Languages (ESOL), Basic Subject Area (BSA), and Other Subject Area (OSA) instruction. The job description for [Paraprofessional Aide III – ESOL](#) is available on the District's Web site in the Human Resources Department

<http://www.sarasotacountyschools.net/humres/jobdesc.html>

**39) Describe district procedures implemented for training bilingual paraprofessional in ESOL or home languages strategies, including how documentation of training is maintained.**

**Training:**

Bilingual paraprofessionals in Sarasota County must complete at least 18 hours of ESOL in-service training that includes an overview of the Consent Decree and Sarasota County School District ELL/LEP Plan procedures and requirements, cross-cultural awareness, ESOL strategies and techniques, second language acquisition, and BSA methods.

**Training Documentation:**

All bilingual paraprofessionals in the district are required to register in the Professional Development System (PDS) for district training. Upon completion of the training sessions, the sign-in sheets document the attendance and that information is entered in the PDS.

**40) Describe the procedures used to determine the bilingual paraprofessional's proficiency in the target language.**

The School District of Sarasota County's job description for Paraprofessional Aide III -ESOL limits applicants to those who can "demonstrate ability to read, speak, and write English and appropriate native language used in a specific school setting." Employment Specialists in Human Resources review applicants' paperwork and approve for interviews only those who meet the job description's requirements. In addition, the principal will include in the interview process a district employee who is proficient in the target language.

**SECTION 11: TITLE III, PART A, NCLB - ACCOUNTABILITY**

**41) Describe how the district will hold elementary and secondary schools accountable for meeting the goals and objectives for increasing the English proficiency of current ELLs.**

The District annually reviews the progress of each elementary and secondary school within the established guidelines of the School Improvement Process. These reviews culminate in each school's annual report to parents, and these results are mailed to each parent with School Report Card data during June of each year. In this manner, each school faculty, parents, and school administrators are kept abreast of the latest status of student progress indicators at the school level. Information regarding the English proficiency of current ELL/LEP students will be provided to parents/guardians of ELL/LEP students in a language they can understand, unless clearly not feasible. The data derived from each of the annual reporting cycles is reviewed by the School Advisory Committee prior to the establishment of goals and objectives in the coming year.



**42) Describe how the district will hold elementary and secondary schools accountable for meeting the goals and objectives for increasing academic achievement of all current ELLs and former ELLs.**

The district annually reviews the progress of each elementary and secondary school within the established guidelines of the School Improvement Process. These reviews culminate in each school's annual report to parents, and these results are mailed to each parent with School Report Card data during June of each year. In this manner, each school faculty, parents, and school administrators are kept abreast of the latest status of student progress indicators at the school level. Information regarding the academic achievement of current and former ELL/LEP students will be provided to parents/guardians of current and former ELL/LEP students in a language they can understand, unless clearly not feasible. The data derived from each of the annual reporting cycles is reviewed by the School Advisory Committee prior to the establishment of goals and objectives in the coming year.

**43) Describe the system improvement plan that has been developed for schools and the district when the district has failed to meet the AMAOs for two years.**

As requested, the district submitted its system improvement plan to FLDOE at the end of January 2009 and is awaiting either approval or suggested revisions to the plan. The plan addressed the activities to improve English proficiency, academic achievement in reading/language arts and mathematics, professional development, and parent involvement.

*Our Children's*

**Appendix D**

**Contract with Our Children's Rehab Clinic  
for Therapy Services and Licensing Agreement**



This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 (hereinafter referred to as the "Agreement"), by and between \_\_\_\_\_, (hereinafter referred to as "Client"), and Our Children's Rehab Center, Inc., its successors and assigns (hereinafter referred to as "OCRC").

WHEREAS, Client is a Florida non-profit corporation operating a charter school providing educational and therapy services to its students;

WHEREAS, OCRC is a Florida non-profit corporation that employs and contracts with licensed professionals to provide therapy services including physical therapy, occupational therapy, speech therapy, mental health and behavioral therapy services;

WHEREAS, Client desires to purchase said therapy services from OCRC and OCRC desires to provide said services to Client on the terms set forth herein

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth in this Agreement, the parties agree as follows:

1. Duties and Responsibilities of OCRC

1.1 During the term of this Agreement, OCRC shall provide physical, occupational, speech, mental health and behavioral therapy services (the "Services") as described, and at the rates stated, in Exhibit A attached hereto. The Services shall be provided at Client's educational facility (the "Facility") wherever located during the term of this Agreement.

1.2 OCRC shall provide the Services through fully licensed and credentialed therapists in accordance with accepted professional standards and state and federal regulations. Said Services shall be provided upon OCRC's receipt of a written order of a physician and authorization of Client and, if applicable, any third party payor and/or government agency.

1.3 OCRC shall assist in student treatment evaluations; consult with teachers employed by Client, parents of students, and physicians treating students; participate in the development and implementation of individualized education programs ("IEP"); develop treatment protocols that fit within the physician's plan of care and IEPs; and provide therapy services under medical and educational models.

1.4 OCRC shall assist in obtaining third party payor and/or government agency authorization for treatment if such authorization has not been previously obtained by Client.

1.5 OCRC shall prepare and submit all bills and claims for reimbursement for Services to third party payors and government agencies when such benefits are available. Except as provided below, OCRC shall pay Client all amounts received by OCRC from such

third party payors and government agencies. Upon request by Client, OCRC shall provide Client with copies of all explanations of benefits for such payments.

1.6 OCRC shall manage, maintain and store all medical records received and generated for each student during the term of this Agreement and thereafter as required by this Agreement or other law.

1.7 Cooperate in an objectively reasonable and professional manner with Client's employees to deliver the Services required under this Agreement.

## 2. Duties and Responsibilities of Client

2.1 Client shall perform initial intake of each student, obtain all medical insurance information, obtain all applicable government program information, and obtain all available physician plan of care information.

2.2 Client shall provide all non-therapy related personnel required to work with therapy personnel to deliver the Services.

2.3 Client shall provide work space for each OCRC therapist that, in the sole determination of OCRC, is appropriate for the Services being provided.

2.4 For all physical therapy and occupational therapy, Client shall provide an appropriately sized therapy space.

2.5 Client shall provide and pay for all supplies and equipment required to conduct evaluation and testing of students, treatment of students, or otherwise perform the duties imposed on OCRC in accordance with applicable professional standards and protocols.

2.6 Client shall provide OCRC with copies of its procedures, if any, to be followed by OCRC therapists in connection with the maintenance by OCRC of medical records and educational records.

2.7 Client shall provide OCRC with all student records and information relevant to the provision of Services.

2.8 Client shall permit and provide access to its Facility to OCRC personnel and agents necessary for OCRC to provide and supervise the provision of Services.

2.9 Cooperate in an objectively reasonable and professional manner with OCRC's employees to deliver the Services required under this Agreement.

2.10 Provide and pay for all professional training required for OCRC therapists to deliver the Services at the Facility.

## 3. Compensation

3.1 Client shall pay OCRC the hourly rates for the Services set forth on Exhibit A. OCRC shall submit monthly invoices to Client which detail the Services provided, the number of hours of Services provided, and the total amount due for the Services. Client shall pay the monthly invoices within fifteen (15) days of the date of each invoice.

3.2 As set forth above, OCRC shall prepare and submit bills and claims for reimbursement to third party payors and government agencies. Client understands and acknowledges that such bills and claims may be denied or reduced and that its obligation to pay the amounts agreed to in paragraph 3.1 is in no way contingent on such bills and/or claims being paid. There shall be no right of set off or credit for such claims and/or bills that are disallowed, denied or reduced, and there shall further be no right of set off for any other reason.

3.3 If Client disputes any invoice, it shall and must do so within thirty (30) days from the date of the invoice. Invoices not paid within thirty (30) days shall accrue interest at the rate of 1.5% per month; provided that, in no event shall interest be charged in excess of the amount permitted by applicable law.

3.4 The amounts to be paid by Client to OCRC hereunder have been determined by the parties through good faith and arms-length bargaining to be the fair market value of the Services. No amount paid or to be paid is intended to be, nor shall it be construed as, an offer, inducement or payment for the volume or value of referrals, or the inducement of referrals, between the parties.

3.5 Any and all amounts received by OCRC for Services from third party payors and government agencies shall be paid to Client on the fifteenth day of the month following receipt. Provided, however, that OCRC shall withhold such payments if Client fails to timely pay monthly invoices as required in Section 3.1. For any monthly invoices thirty (30) or more days past due OCRC shall be entitled to set off payments received from third party payors and government agencies against Client's account.

#### 4. Term and Termination

4.1 This Agreement shall remain in full force and effect for an initial term of three (3) years. At the end of the initial term, the Agreement shall automatically renew and continue for successive terms of one year unless terminated by either party by providing written notice to the other party at least thirty (30) days prior to the effective date of renewal.

4.2 In the event of a material breach of this Agreement by either party, the non-defaulting party may terminate this Agreement by giving the breaching party thirty (30) days prior written notice; provided that, the breaching party shall have thirty (30) days to cure such breach.

4.3 Notwithstanding the foregoing, this Agreement may be terminated immediately and without prior notice under the following circumstances:

(a) A party's use, disclosure or failure to safeguard Protected Health Information in violation of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") the American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology for Economic and Clinical Health Act provisions of ARRA ("HITECH") and its implementing regulations, 45 C.F.R. Parts 160, 162 and 164;

(b) The revocation, suspension or restriction of any license, certification or accreditation of a party that is material to the performance of this Agreement;

(c) The commencement of proceedings to liquidate, windup, reorganize or seek protection, relief or a consolidation of a party's debts under any law relating to insolvency, reorganization or relief of debtors or seeking the appointment of a receiver or trustee;

(d) A party ceases to have any of the insurance required under this Agreement;

(e) The revocation, suspension or restriction of a party's eligibility to receive reimbursement from a federally and/or state funded health care program including, without limitation, Medicaid and Medicare;

(f) Either party determines that continuation of this Agreement could jeopardize the health, safety or welfare of any student;

(g) Breach of the terms of the Service Mark and Domain Name License Agreement between the parties; or,

(h) Breach of the terms contained in Section 7.

4.4 Termination of this Agreement shall not relieve any party of obligations incurred prior to the effective date of termination, or which survive termination of this Agreement.

4.5 Within fifteen (15) days of the termination or expiration of this Agreement, OCRC shall submit a final invoice to Client. The final invoice shall contain the items, and be paid in accordance with the terms, set forth in paragraph 3.1 above. Payments received by OCRC from third party payors and government agencies after termination shall continue to be governed and paid pursuant to Section 3.5 above.

4.6 Upon the termination or expiration of this Agreement for any reason, each party shall comply with the provisions of Section 10(k) below.

## 5. Independent Contractors

5.1 In performing their duties hereunder, the parties shall at all times be acting as independent contractors. Nothing contained herein shall be construed to create a joint venture, partnership or other joint business relationship.

5.2 Client shall notify OCRC in writing if it believes that an OCRC therapist has failed to adequately perform his or her material job responsibilities or has failed to act in accordance with applicable standards of professional or ethical conduct. OCRC shall investigate such claims and notify Client of its conclusion within a reasonable amount of time. If, in the reasonable judgment of Client, the performance of such therapist remains unsatisfactory then Client may request that such therapist be removed from providing services at the Facility. Upon such reasonable request, OCRC will replace such therapist.

## 6. Insurance

Each party shall obtain and maintain appropriate professional malpractice insurance and comprehensive general liability and worker's compensation insurance in at least the minimum amounts required from time to time by applicable federal and state laws and regulations but in no event shall professional malpractice insurance be less than \$1,000,000.00 per occurrence

and \$3,000,000.00 in the aggregate. Each party shall provide the other party with evidence of such coverage as may be reasonably requested by the other party. Each party shall ensure that the other party receives at least thirty (30) days' notice prior to the termination of any insurance policy required by this Agreement.

## 7. Employees and Proprietary Information

7.1 Client acknowledges that OCRC has made substantial investments in the professional development, training and skill of its employees and the development and implementation of its model of therapy services within an educational environment that are legitimate business interests entitled to protection. Consequently, during the term of this Agreement and for a period of twenty-four (24) months from its termination or expiration, Client will not directly or indirectly solicit, contact, correspond with, or otherwise communicate with any employee of OCRC, for the purpose of, or which has the effect of inducing or encouraging, any employee of OCRC to terminate his or her employment with OCRC. Client shall further not directly or indirectly encourage any third party to solicit, contact, correspond with, or otherwise communicate with any employee of OCRC, for the purpose of, or which has the effect of inducing or encouraging, any employee OCRC to terminate his or her employment with OCRC. Client and OCRC acknowledge that it is impossible to determine the money damages that OCRC would suffer as a result of Client's breach of this provision. Therefore, the parties agree that OCRC shall be entitled to \$125,000.00 for each therapist and \$75,000.00 for each therapist assistant as liquidated damages for each such employee who terminates his or her employment relationship with OCRC as a result of the Client's breach of this provision. The parties agree that such liquidated damages amounts are reasonable estimates of the damages OCRC will suffer as a result of such breach and is not a penalty.

7.2 If OCRC or its successors in interest shall make application to a court of competent jurisdiction for injunctive relief, then the non-solicitation period specified in paragraph 7.1 shall be lengthened to a period of time equal to the period between the date of breach thereof and the date on which the order of the court disposing of the issues on the merits becomes final and not subject to further appeal.

7.3 The parties agree that certain confidential information (the "Confidential Information") will necessarily be exchanged pursuant to the performance of this Agreement. With respect to OCRC, Confidential Information includes, but is not limited to: (a) policy and procedure manuals, proposals, financial data, memoranda, and handbooks; (b) business models and methods, educational models and methods, medical models and methods, and its techniques and procedures utilized to the extent same are not readily available through the public domain; (c) marketing strategies, demographics, and other materials not readily available through the public domain; (d) all trademarks, trade names and service marks; and (d) all other intellectual property, information, documentation, data and technology related to OCRC's business, trade secrets, customers, employees, and finances, without regard to the medium of storage or method of transmission of such information.

7.4 Unless prior written approval is given by OCRC, its Confidential Information shall not, at any time, be utilized, distributed, copied, disclosed to any third party or otherwise employed or exploited except in the performance of this Agreement.

7.5 Upon termination or expiration of this Agreement, Client shall immediately return all Confidential Information to OCRC and Client shall have no further right to utilize or access such Confidential Information.

7.6 Client shall maintain the confidentiality of the Confidential Information, and not disclose it to any third party, except to the extent such disclosure is required by law pursuant to a subpoena or other legal or administrative process. Provided, however, that if any third party seeks to compel Client to disclose the Confidential Information, then Client shall notify OCRC in a manner timely enough to permit OCRC to seek a protective order to prevent the disclosure of the requested information.

7.7 Client acknowledges and agrees that a violation of any provision of this Section 7 would result in irreparable harm to OCRC such that no adequate remedy at law would be available. Accordingly, in any action brought to enforce the provisions of this Section 7, Client waives any defense that OCRC has an adequate remedy at law and agrees that OCRC may enforce its rights in equity by injunctive or other equitable relief, in addition to other remedies it may have. Client further waives any requirement that OCRC post a bond in connection with obtaining or enforcing such injunctive or other equitable relief.

7.8 Client agrees and acknowledges that no alleged breach of any other provision of this Agreement shall constitute a defense to, or relieve Client of, the enforcement of the obligations contained in this Section 7. The provisions of this Section 7 shall survive the termination or expiration of this Agreement.

## 8. Access to Books and Records

If 42 U.S.C. 1395x(v)(1)(I) and any regulations promulgated thereunder are deemed to apply to this Agreement, the parties shall make available, upon proper written request of the Secretary of Health and Human Services of the United States, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any books, documents and records that are necessary to verify the nature and extent of the costs of Services furnished under this Agreement. If a party carries out any of its duties under this Agreement through a subcontract with a related organization having a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, then such party agrees that such subcontract shall contain a clause comparable to the clause specified in the preceding sentence. The access to the parties' records hereunder shall apply only to the extent and for the period of time required by 42 U.S.C. 1395x(v)(1)(I). Nothing contained in this paragraph shall be construed as a waiver by either party of any legal rights that such party may have, including, without limitation, the right of confidentiality with respect to students' records and proprietary information, the applicability of the Medicare Act, and any right to challenge a request for access to specific books, documents, or records.

## 9. State and Federal Laws and Regulations Compliance

9.1 OCRC and Client acknowledge that each is aware of and familiar with all state and federal laws and regulations which govern their conduct and responsibilities under this Agreement including, but not limited to, licensing, billing, educational records, medical records, privacy, document retention, and the protection of student health care information. The parties shall comply with all such laws and regulations in discharging their duties under this Agreement.

9.2 The parties acknowledge and agree that each may be deemed either a Covered Entity or Business Associate as those terms are defined in 45 C.F.R. 160.103. Consequently, the parties shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") the American Recovery and Reinvestment Act of 2009



("ARRA") and the Health Information Technology for Economic and Clinical Health Act provisions of ARRA ("HITECH") and its implementing regulations, 45 C.F.R. Parts 160, 162 and 164 ("Privacy Rule") and ("Security Rule"), as amended from time to time, as both Covered Entities and Business Associates, as set forth in the following Sections 10, 11, and 12.

9.3 The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

9.4 If necessary, the parties shall amend this Agreement to comply with or effectuate changes to, or the interpretation of, HIPAA, ARRA, HITECH and the regulations issued thereunder.

## 10. Obligations and Activities of Business Associate.

As a Business Associate each party shall:

(a) Only use and/or disclose Protected Health Information as permitted or required by this Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Mitigate, to the extent practicable, any harmful effect known to the party of a use or disclosure of protected health information in violation of the terms of this Agreement;

(d) Report to the other party any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware:

(e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the party agree to the same restrictions, conditions, and requirements that apply to the party with respect to such information;

(f) Make available protected health information in a designated record set to the other party or to the requesting individual or the individual's designee as necessary to satisfy the parties' obligations under 45 CFR 164.524;

(g) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the a party pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the party's obligations under 45 CFR 164.526;

(h) Document disclosures of protected health information and information related to such disclosures as would be required for a covered entity to respond to a request by an individual for an Accounting of Disclosures of Protected Health Information in accordance with

45 C.F.R. § 164.528, and to make such documents available to the other party if it is required to respond to such a request;

(i) Make its internal practices, books, and records relating to the use and disclosure of protected health information received or obtained from the other party, or created or received by the party available to the Department of Health and Human Services for determination of compliance with federal law and regulations;

(j) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and,

(k) Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity or, if agreed to by covered entity, destroy the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Sections 12.5 and 12.6 which applied prior to termination; and
5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

## 11. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

11.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

11.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

11.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to

abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

## 12. Permitted Uses and Disclosures by Business Associate

12.1 Except as otherwise limited in this Agreement, business associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, covered entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by Covered Entity.

12.2 Business associate may use or disclose protected health information as required by law.

12.3 Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

12.4 Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below in paragraphs 11.5 and 11.6.

12.5 Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

12.6 Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

## 13. Indemnification

13.1 Each party shall defend, indemnify, and hold harmless the other party, its agents, successors, and assigns (the "Indemnitees") from and against all liability, loss and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitees in any way relating to or arising out of the other party's failure to perform its obligations in a professionally reasonable manner under this Agreement or by reason of any acts or omissions of the other party, except to the extent such liability, loss or damage is caused by the gross negligence or willful misconduct of such Indemnitee.

13.2 Each party agrees to cooperate with the other party in the defense of any claims, lawsuits, and other proceedings that arise out of any actions of the other party in the course of performance of this Agreement.

13.3 The provisions contained in this Section 13 shall survive the termination or expiration of this Agreement.

14. General Provisions

14.1 The waiver of any breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of the same or other provision of this Agreement.

14.2 Except as otherwise provided herein, this Agreement represents the entire understanding between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes any and all prior understandings, agreements, plans, and negotiations, whether written or oral, with respect to the subject matter hereof. All modifications to the Agreement must be in writing and signed by the party against whom enforcement of such modification is sought.

14.3 All notices and other communications under this Agreement must be in writing and must be given by personal delivery, telecopier or telegram, or first class mail, certified or registered with return receipt requested, and will be deemed to have been duly given upon receipt if personally delivered, 5 days after mailing, if mailed, or 24 hours after transmission, if delivered by telecopier or telegram, to the respective persons named below:

If to OCRC: Our Children's Rehab Center, Inc.  
Attn: Heike Reeves  
150 Avenue B, SE  
Winter Haven, Florida 33880

If to Client : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any party may change such party's address for notices by notice duly given pursuant to this Section.

14.4 The Section headings of this Agreement are intended for reference and may not by themselves determine the construction or interpretation of this Agreement.

14.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts entered into and wholly to be performed within the State of Florida.

14.6 Any controversy, claim or proceeding arising out of or related to this Agreement or the legal relationship of the parties created hereby shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its applicable rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The term "controversy, claim, or proceeding" does not include any action seeking injunctive relief arising out of or related to Section 7 of this Agreement.

The party in the position of plaintiff in any arbitration action shall pay all filing fees associated therewith. Thereafter, the arbitrator(s) fees shall be borne equally by the parties. In any arbitration, the Arbitrator(s) shall have the same power and authority as would a judge in a non-jury court trial to grant any relief that a court could grant, as may be in conformance with applicable principles of common, decisional, and statutory law in the relevant jurisdiction.

14.7 The parties waive any right to a trial by jury in any action arising out of or related

to this Agreement.

14.8 This Agreement will be binding on, and inure to the benefit of, the executors, administrators, heirs, successors, and assigns of the parties; provided, however, that except as expressly provided in this Agreement, this Agreement may not be assigned either party without the written consent of the other party.

14.9 This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same Agreement.

14.10 If any portion of this Agreement is determined to be invalid or unenforceable, that portion of this Agreement will be adjusted, rather than voided, to achieve the intent of the parties under this Agreement. Otherwise, if any provision of this Agreement (or any portion thereof) shall be held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

14.11 Unless otherwise expressly provided, no rights of any third party are created by this Agreement and no person not a party to this Agreement may rely on any aspect of this Agreement notwithstanding any representation, written or oral, to the contrary.

14.12 In any action arising out of or related to this Agreement, the prevailing party shall be entitled to recover its attorneys fees and costs from the non-prevailing party.

14.13 No inference in favor of, or against, any party to this Agreement shall be drawn from the fact that such party has drafted any portion of this Agreement.

OCRC:

Client:

\_\_\_\_\_

\_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

EXHIBIT A

FEEES FOR SERVICES

Fees for all regular weekday hours:

Physical Therapy Services	\$65.00 per hour
Occupational Therapy Services	\$61.00 per hour
Speech Therapy Services	\$61.00 per hour
Mental Health Services	\$
Behavioral Therapy Service	\$

## **SERVICE MARK AND DOMAIN NAME LICENSE AGREEMENT**

This Agreement is made and entered into as of July \_\_\_\_, 2014, by and between Our Children's Rehab Center, Inc., a Florida corporation, hereinafter referred to as Licensor, and \_\_\_\_\_, a Florida corporation, hereinafter referred to as Licensee,

Whereas, Licensor is the owner of service marks listed on Exhibit A attached hereto (the "Marks");

Whereas, Licensor is the owner of the domain name "OURCHILDRENS.ORG" (the "Domain Name"); and,

Whereas, Licensee desires to license the Marks and Domain Name from Licensor and Licensor desires to license the Marks and Domain Name to Licensee;

Now, Therefore, in consideration of the mutual covenants of the parties contained herein, the parties hereby agree as follows:

1. *Definitions.* In this Agreement, the following terms shall have the meanings set forth below:

"Domain Name" shall mean OURCHILDRENS.ORG.

"Marks" shall mean the trademarks depicted on Exhibit A attached hereto.

"Services" shall mean educational and rehabilitation services.

"Territory" shall mean \_\_\_\_\_, Florida.

2. *Grant of License.*

2.1 Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a personal, non-exclusive, right and license to use the Marks solely in connection with the provision of Licensee's Services. Licensee shall use the Marks only to the extent permitted under this Agreement and, except as provided above, neither Licensee nor any affiliate, owner, director, officer, employee, or agent thereof shall otherwise use the Marks or any derivative thereof in the Territory without the prior written consent of Licensor and shall not use the Marks for any purpose outside the Territory. Licensee shall have no right to sublicense and all rights not expressly granted to Licensee hereunder shall remain the exclusive property of Licensor.

2.2 Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a personal, non-exclusive, right and license to use the Domain Name solely for electronic mail purposes in connection with the provision of Licensee's Services. Licensor shall establish electronic mail accounts as requested and identified by Licensee and shall provide Licensee such information as is necessary for Licensee to set up electronic mail accounts on its mail servers or local devices. Licensee shall not

use such electronic email addresses to send spam electronic mail or in violation of any state or federal laws or regulations. Licensor shall retain absolute control and discretion over the security of electronic mail address established for Licensee. Licensor shall have the right to suspend, remove or change passwords to all such accounts without notice if Licensor, in its sole discretion, deems it necessary to prevent a breach of this Agreement, violations of state or federal laws or regulations, or to otherwise protect the integrity of the Domain Name or hardware or software systems of Licensor. Licensee shall immediately notify Licensor when a person to whom an electronic mail address has been assigned has ceased his/her relationship with Licensee, is suspected or known to be using such address in violation of this Agreement, or otherwise is or has compromised the integrity of the address and/or Domain Name. Upon such notification, Licensor shall be entitled to take all measures it deems necessary to preserve data and maintain security. Licensee shall have no right to sublicense and all rights not expressly granted to Licensee hereunder shall remain the exclusive property of Licensor.

3. *Term.* Unless terminated pursuant to paragraph 9, the license granted herein shall remain in effect for the same term as the Therapy Services Agreement entered into between the parties.

4. *Compensation.* Licensee shall pay Licensor an initial non-refundable fee of \$100.00 payable upon execution of this Agreement, and an annual fee of \$100.00 payable on the annual renewal date of this Agreement.

5. *Quality Control*

5.1 In the course of using the Marks and Domain Name to market and provide the Services, Licensee shall maintain and adhere to specifications and standards of quality with respect to the Marks and Domain Name that conform to or exceed those specifications and quality standards provided to Licensee by Licensor and those imposed by law.

5.2 Licensee shall use its best efforts to always use the Marks in conjunction with a generic term, such as "educational and rehabilitation services." Licensee will, at least in the most prominent use of the mark in any printed material, include the SM designation next to the Marks until notified by Licensor to use the ® symbol.

5.3 Licensee shall provide Licensor with samples of all material bearing the Marks, and Licensee shall obtain the written approval of Licensor with respect to all such material prior to the use thereof. The initially approved uses of the Marks are attached as Exhibit B.

6. *Ownership and Use of the Marks.*

6.1 Licensee acknowledges that Licensor is the owner of all right, title and interest in and to the Marks and Domain Name, including without limitation all common law rights and all registrations which may issue. Licensee's use of the Marks and Domain Name creates in Licensee no rights in the Marks and Domain Name and all



benefits and goodwill arising from the use thereof by Licensee inures to the benefit of Licensor.

6.2 Licensee shall not assert any right, title or interest in or to the Marks and Domain Name, any variation thereof, or any registration or application for registration thereof.

6.3 Licensee shall not contest or deny the validity or enforceability of the Marks or oppose or seek to cancel any registrations thereof by Licensor, or aid or abet others in doing so either during the term of this Agreement or any time thereafter.

6.4 During the term of this Agreement and any time thereafter, Licensee shall execute and deliver to Licensor all documents which Licensor deems necessary or appropriate to register or maintain any registration for the Marks and Domain Name, and to ensure that all right, title and interest in the Marks and Domain Name reside with Licensor.

6.5 Licensee shall at no time adopt or use, without Licensor's written consent, any variation of the Marks, including translations, or any mark likely to be similar to or confusing with the Marks.

## 7. *Infringement.*

7.1 Licensee shall notify Licensor promptly of any actual or threatened infringements, imitations, similar marks, or unauthorized use of the Marks and Domain Name by third parties of which Licensee becomes aware. Licensor shall have the sole right, at its expense, to bring any action on account of any such infringements, imitations, similar marks, or unauthorized use, and Licensee shall cooperate with Licensor, as Licensor may reasonably request, in connection with any such action brought by Licensor. Licensor shall retain any and all damages, settlement and/or compensation paid in connection with any such action brought by Licensor.

7.2 Licensee shall notify Licensor promptly of any actual or threatened challenge to Licensee's use of the Marks and Domain Name and/or any claim by a third party to any rights in the Marks and Domain Name. Licensor shall have the sole right to defend and settle any action that may be commenced or threatened against Licensor or Licensee alleging that the Marks infringe any rights of third parties. Licensee shall, at the discretion of Licensor, promptly discontinue use of the Marks alleged to infringe rights of such third parties.

7.3 Notwithstanding anything herein to the contrary, Licensor shall have no liability to Licensee for or in respect of any claim by any third party that Licensee's use of the Marks and Domain Name pursuant to this Agreement infringes upon or otherwise violates any proprietary or other rights of such third party.

8. *Indemnification.* Licensee, at its expense, shall defend and indemnify, and save and hold Licensor harmless from and against any and all liabilities, claims,

causes of action, suits, damages, including without limitation, suits for personal injury or death of third parties, and expenses, including reasonable attorneys' fees and expenses, for which Licensor becomes liable, or may incur or be compelled to pay by reason of Licensee's activities or breach of the terms of this Agreement. This provision shall survive the termination of this Agreement.

9. *Termination.* Licensor may terminate this Agreement without further notice upon the occurrence of any of the following:

(a) Breach or termination of the Therapy Services Agreement, if any, entered into between the parties;

(b) Licensee's breach of the terms of this Agreement;

(c) Licensee's assignment of its assets or business for the benefit of creditors, or the appointment of a trustee or receiver to administer Licensee's business or affairs, or the filing of a voluntary or involuntary bankruptcy petition against the Licensee; or

(d) Licensee's failure to make regular commercial use of the Marks in connection with the Services for a period of three (3) consecutive months.

Upon termination or expiration of this Agreement, Licensee shall immediately discontinue all use of the Marks and Domain Name.

10. *Assignment and Sublicense.* Licensee may not assign or transfer this Agreement without the prior written consent of Licensor and shall not sublicense any of its obligations under this Agreement. This Agreement shall be freely transferable by Licensor. This Agreement will be binding on, and inure to the benefit of, the executors, administrators, heirs, successors, and assigns of the parties for permitted assignments and transfers.

11. *No Agency.* The relationship created by this Agreement is solely that of licensor-licensee. This Agreement does not constitute Licensee as the agent or representative of Licensor and Licensee shall not act as or cause other persons to believe that Licensee is the agent or representative of Licensor or that Licensor is responsible in any way for Licensee's obligations.

12. *Waiver.* The waiver of any breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of the same or other provision of this Agreement.

13. *Entire Agreement.* Except as otherwise provided herein, this Agreement represents the entire understanding between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes any and all prior understandings, agreements, plans, and negotiations, whether written or oral, with respect to the subject matter hereof. All modifications to the Agreement must be in writing and signed by the party against whom enforcement of such modification is

sought.

14. *Notices.* All notices and other communications under this Agreement must be in writing and must be given by personal delivery, telecopier or telegram, or first class mail, certified or registered with return receipt requested, and will be deemed to have been duly given upon receipt if personally delivered, 5 days after mailing, if mailed, or 24 hours after transmission, if delivered by telecopier or telegram, to the respective persons named below:

If to Licensor: Our Children's Rehab Center, Inc.  
Attn: Heike Reeves  
150 Avenue B, SE  
Winter Haven, Florida 33880

If to Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any party may change such party's address for notices by notice duly given pursuant to this Section.

15. *Headings.* The Section headings of this Agreement are intended for reference and may not by themselves determine the construction or interpretation of this Agreement.

16. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts entered into and wholly to be performed within the State of Florida.

17. *Binding Arbitration.* Any controversy, claim or proceeding arising out of or related to this Agreement or the legal relationship of the parties created hereby shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its applicable rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The term "controversy, claim, or proceeding" does not include any action seeking injunctive relief arising out of or related to this Agreement.

The party in the position of plaintiff in any arbitration action shall pay all filing fees associated therewith. Thereafter, the arbitrator(s) fees shall be borne equally by the parties. In any arbitration, the Arbitrator(s) shall have the same power and authority as would a judge in a non-jury court trial to grant any relief that a court could grant, as may be in conformance with applicable principles of common, decisional, and statutory law in the relevant jurisdiction.

18. *Waiver of Jury Trial.* The parties waive any right to a trial by jury in any action arising out of or related to this Agreement.

19. *Counterparts.* This Agreement may be executed in one or more

counterparts, all of which taken together will constitute one and the same Agreement.

20. *Severability.* If any portion of this Agreement is determined to be invalid or unenforceable, that portion of this Agreement will be adjusted, rather than voided, to achieve the intent of the parties under this Agreement. Otherwise, if any provision of this Agreement (or any portion thereof) shall be held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

21. *Third Party Beneficiaries.* Unless otherwise expressly provided, no rights of any third party are created by this Agreement and no person not a party to this Agreement may rely on any aspect of this Agreement notwithstanding any representation, written or oral, to the contrary.

22. *Attorneys' Fees.* In any action arising out of or related to this Agreement, the prevailing party shall be entitled to recover its attorneys fees and costs from the non-prevailing party.

23. *Drafting Inferences.* No inference in favor of, or against, any party to this Agreement shall be drawn from the fact that such party has drafted any portion of this Agreement.

Licensor:  
\_\_\_\_\_

Licensee:  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

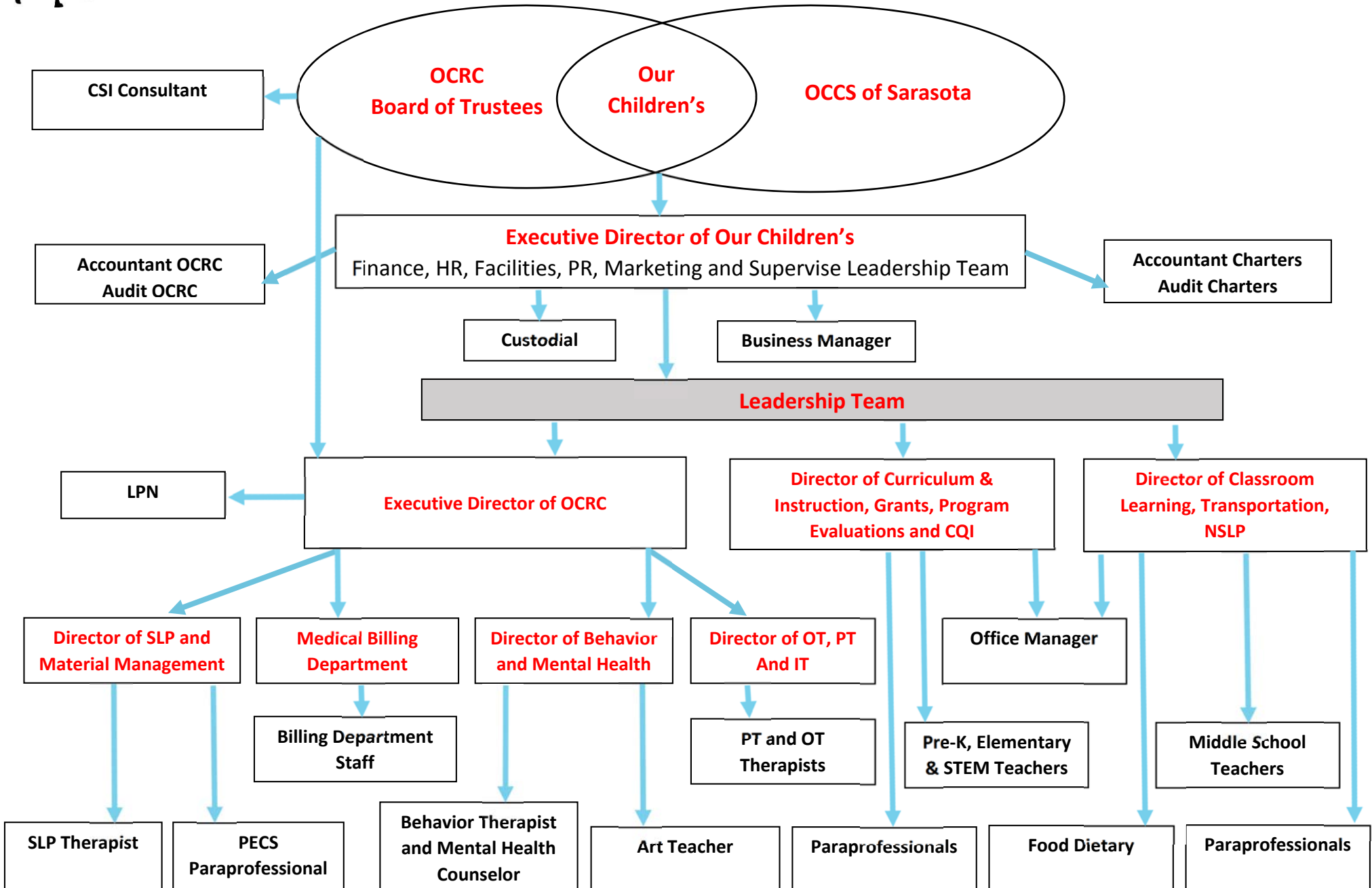
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**Appendix E**  
**Organizational Chart**



# Governance for Our Children's:

Our Children's Charter School of Sarasota (OCCS/SAR)  
Our Children's Rehab Center (OCRC)



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**Appendix F**  
**Governing Board Bylaws**



## **OUR CHILDREN'S BYLAWS**

### **ARTICLE 1 – DEFINITIONS**

When used in these Bylaws the terms set forth in this Article shall have the following meaning:

1. Corporation shall mean Our Children's Charter School a Florida corporation not for profit.
2. Board shall mean the Board of Directors of the Corporation.
3. Chair shall mean the Chair of the Board of Directors.

### **ARTICLE II – CORPORATION**

#### **Section A – Purpose**

This corporation is organized and is to operate exclusively not for profit as a start up Charter School to provide an education to individuals without regard to sex, race, color, creed or ethnic and national origin and such other purposes as the Directors shall deem appropriate and which is lawful under the Florida Not for Profit Corporation Act.

#### **Section B – Membership in Corporation**

1. **Members:** Membership in the Corporation shall consist solely of members of the Corporation Board of Directors.
2. **Procedure of Membership:** Election of any person to the Corporation Board at any regular or special meeting of the Corporation Board shall automatically qualify such person to membership in the Corporation.
3. **Termination of Membership:** Termination of membership on the Corporation Board either through resignation or by action of the Corporation Board will terminate membership in the Corporation.

#### **Section C – Rights and Duties of Membership**

1. **Voting:** Each Member designated as a voting member will be entitled to one vote on all matters brought before any meeting of the members of the Corporation. Such votes shall be given in person only.
2. **Information:** All members of the Corporation shall have the right to obtain information concerning the Corporation's operations upon request to the Corporation Board at regularly convened meeting or upon request to an executive of the Corporation.

### **ARTICLE III – BOARD OF DIRECTORS**

#### **Section A – Composition**

The Governing Board of the Corporation shall be known as the Corporation Board of Directors and shall consist of no less than three (3) voting Directors and more than



seven (7) voting members. The Bylaws of Our Children's Charter Schools, Final.docx Directors and the Executive Director of Our Children's Charter Schools who shall be a non-voting member of the Board of Directors. The Governing Board of Directors shall hold office until the first meeting of the year at which time an election of Directors shall be held.

After the election of Directors by the Governing Board of the Corporation, the affairs of this corporation shall be managed by a Executive Director, Chair, Secretary, and a Board of not less than three (3) voting Directors and no more than seven (7) voting Directors provided the number of voting Directors is an odd number and by such other officers of the corporation as the corporation may hereafter see fit to name and designate. The number of Directors may be increased from time to time by the Bylaws of the Corporation, but shall always be an odd number and never be less than three (3) voting members or more than seven (7) voting members. No voting member of the Board of Directors may be an employee of Our Children's Charter Schools.

As nearly as may be, one-half (1/2) of the voting Director shall be elected to serve a three (3) year term and the other one-half (1/2) shall be elected to serve a four (4) year term. All successive terms shall be for three (3) year terms and shall commence on the 1<sup>st</sup> day of July of such term.

#### Section B – Membership

1. Selection/Election of Board: As Board members leave their position on the Our Children's Charter School, Board of Directors, representatives of the key stakeholders in Our Children's Charter School will submit names to the Executive Director. The Executive Director will select up to three (3) names, but not less than two (2), for each vacancy, which they will recommend to the remaining Board of Directors for approval. The Board of Directors will, by majority vote, select the new Board member(s). In case of a tie, the Executive Director will cast the deciding vote.
2. The nomination and election of officers shall be at the last scheduled meeting in June and officers shall assume such responsibilities at the first scheduled meeting in August of each year and shall serve in such capacity for a three year term except for the first year the Board of Directors is established. The terms of the board members will be as outlined in section A.
3. Vacancy/Appointment: When a vacancy occurs before the expiration of a Board member's term, the Executive Director may appoint a replacement until such time as the procedures in number one (1) above are implemented for a period not to exceed ninety (90) days.

#### Section C – Meetings

1. Place of Meetings: Meetings of the members of the Corporation shall be held at the School Office Conference Room.
1. Time of Meeting: Meetings will begin at 11:45 a.m. on the third Tuesday of the following months: August, October, January April and June.
2. Agenda: A formal agenda shall be mailed/e-mailed to all Members at least five (5) days prior to meeting.
3. Quorum: The quorum necessary for the legal transaction of business at any meeting of the Corporation shall consist of a majority (1 more than 1/2) of the duly constituted voting members.

4. Special Meetings: Special Meetings of the Corporation Board may be called at any time by:
  - a. The Chair or Executive Director.
  - b. Seven (7) days written notice in advance of any Special Meeting shall be given to all members by the Secretary.
  - c. If the Special Emergency Meeting, the notice may be in writing no less than 24 hours prior to the meeting by the Secretary.
  - d. The quorum necessary for the legal transaction of business at Special Meetings of the Corporation Board shall consist of a majority (1 more than 1/2) of the duly constituted voting members of the Corporation Board.
5. Attendance: Attendance at Board of Directors' meetings is extremely important for the success of Our Children's Charter Schools. While understanding that emergencies and job responsibilities may interfere with attendance, each Director should evaluate his/her commitment to his/her role at Our Children's Charter Schools. With this in mind, the Board of Directors may vote to replace any Board member who misses three (3) meetings during the school year. The procedure for replacing a Board member under this provision will follow the vacancy policy.

#### Section D – Finances

1. The Corporation Board shall keep an accurate and careful account of all investments.
2. The Board shall approve and monitor the annual budget, which includes the Operating Budget, Federal Funds, and Unencumbered Funds.
3. The Executive Director will submit for approval the annual budget. Subsequent budget reports will be submitted at the next scheduled Board meeting.
4. The Executive Director must approve all purchase expenditures. The Executive Director will develop procedures for the ordering of materials and supplies.
5. The Executive Director must submit for Board approval any single item that exceeds \$10,000.00.
6. The Executive Director may adjust the Operating Budget accounts without Board approval. However, the Board must approve any adjustment to the unencumbered funds.
7. The Executive Director shall not approve any expenditure that places an account in a deficit balance.
8. All Federal Accounts must follow Federal Guidelines for expenditures.
9. All Internal Account expenditures must be approved by the Executive Director and follow the same procedures as the Operating Budget account.
10. The Corporation Board shall participate in the raising of new or additional funds as may be necessary.
11. The Corporation Board shall determine fiscal policy, including depreciation and other reserves.
12. The Corporation Board shall determine investment of funds received by bequest or gift.
13. The Corporation Board shall review the insurance portfolio pertaining to insurance of any type.

### **ARTICLE IV – OFFICERS**

#### Section A – Officers

1. The officers of the Corporation shall be a Chair, Treasurer, Secretary (voting members) and Executive Director.
2. Any member of the Corporation Board shall be eligible for an office; however, the Secretary need not be a Corporation member.

#### Section B – Nomination and Election Procedure

1. The nomination and election of officers shall be at the last scheduled meeting in June and officers shall assume such responsibilities at the first scheduled meeting in August of each year and shall serve in such capacity for a three (3) year term except for the first formative year where ½ of the Board members will serve a 4 year term.
2. The election of officers shall be by secret ballot unless waived by the unanimous consent of the members of the Corporation Board present.
3. The election shall be conducted by the Secretary and each voting Corporation Board member shall be entitled to one vote, but a nominee must get a majority of the total votes cast to be elected.

#### Section C – Chair

The Chair of the Corporation Board shall preside at meetings of the Corporation Board and shall consult with the Executive concerning the operations, business and affairs of the Corporation.

#### Section D – Executive Director

1. The Executive Director shall be the chief executive officer of the Corporation and will be a non-voting member of the Corporation Board.
2. The Executive Director shall preside at Corporation Board meetings in the absence of the Chair.

#### Section E – Secretary

1. The Secretary shall act as Secretary of the Corporation Board. He/ She shall keep minutes of all meetings of the Corporation Board, and shall act as custodian of all records and reports of the Corporation Board.
2. The Secretary shall attend to the giving and serving of all notices in accordance with the Bylaws and shall keep a register showing the names and addresses of the members of the Corporation Board.
3. The Secretary need not be a member a voting Corporation Member.

### **ARTICLE V – INDEMNIFICATION**

1. The members of the Board and officers of the Corporation shall be indemnified by the Corporation against all liability and expenses not otherwise compensable by the insurance maintained by such person of the Corporation relating to an action if (a) there is a final judgment in the action that there was no negligence or misconduct on his/her part (b) the Corporation received a written opinion of independent counsel that (1) the conduct of the person was in good faith for a purpose which he/she reasonably believed to be in the best interest of the Corporation and, in any criminal action, that the person has no reasonable cause to believe that his/her conduct was unlawful and (2) indemnification hereunder may be legally and validly made.

2. The termination of an action by judgment, settlement (with or without court approval), or conviction upon a plea of guilty or of nolo contendere or its equivalent shall not be deemed a determination that a person has not met the standards of conduct stated in (b)(1) of this section.
3. Expense incurred by a person in any action may be advanced by the Corporation before final disposition thereof if the person agrees in writing to repay such amount unless he/she is entitled to indemnification under this section. The fees and expenses shall be paid by the Corporation.
4. The rights of indemnification in this section shall be in addition to any rights to which a person may otherwise be entitled by contract or law.

**ARTICLE VI – FISCAL YEAR**

The fiscal year of the Corporation shall be from the first day of July of each year and shall close with the last day of June of each year.

**ARTICLE VII – AUDIT**

The Corporation shall select an independent firm of certified public accountants to audit the books and accounts of the Corporation for each fiscal year.

**ARTICLE VIII – AMENDMENTS**

Except as otherwise provided herein, power to amend the Bylaws shall be vested in the Corporation Board by a majority (1 more than 1/2) of the voting member thereof at a regular or special meeting called for that purpose providing notice be given at least two (2) weeks in advance and said notice shall contain a copy of the proposed amendments.

**ARTICLE IX – ADOPTION**

These Bylaws shall be adopted at a regular meeting of the Corporation Board and shall become effective upon adoption.

DATED: \_\_\_\_\_

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Chair**

\_\_\_\_\_  
**Executive Director**

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**Appendix G**  
**5 Year Budget/Staffing Plan**

Our Children's A Charter Sarasota		2016-17	2017-18	2018-19	2019-20	2020-21
Budget Worksheet Version 2						
	5 year projection	FTE 133	171	207	252	308
Account	Account Description	Budget	Budget	Budget	Budget	Budget
3202	Medicaid	(330,000)	(330,000)	(450,000)	(575,000)	(605,000)
3230	IDEA	(100,000)	(125,000)	(150,000)	(175,000)	(195,000)
3240	TITLE I and II	(31,000)	(32,000)	(38,000)	(45,000)	(46,800)
3310	FEFP	(1,662,858)	(1,974,933)	(2,430,845)	(2,958,063)	(3,773,196)
3336	Instructional Materials	(8,335)	(9,211)	(10,966)	(12,675)	(13,014)
3344	Lottery Funds	(255)	(583)	(638)	(1,286)	(1,500)
3354	Transportation	(302,608)	(346,193)	(382,307)	(417,176)	(442,082)
3431	Interest on Checking Acct					
3440	Gifts, Grants & Bequests	(25,000)	(35,000)	(45,000)	(55,000)	(65,000)
3450	Food Services	(10,000)	(15,000)	(18,000)	(22,000)	(25,000)
3475	5% Adjustment on Adm fee	-	-	(10)		
3481	Charges for Service	(10,396)	(12,000)	(10,852)	(13,023)	-
3485	Capital Outlay			(40,826)	(48,991)	(56,602)
	<b>Total Revenue</b>	<b>(2,480,452)</b>	<b>(2,879,920)</b>	<b>- (3,577,444)</b>	<b>(4,323,214)</b>	<b>(5,223,194)</b>
	<b>Classroom Instruction</b>					
50000120	Salary - Teacher	260,320	320,730	425,000	560,000	717,500
50000120	Salary Teacher (Title 1)	-	-	-	-	-
50000130	Salary - Behavior Anaylst					
50000140	Salary - Substitute Teachers	2,000	2,000	4,000	4,000	4,500
50000150	Salary - Holiday Bonus \$200/para;\$300/tea	24,000	25,000	25,800	26,850	28,050
50000150	Salary - Aides/Paras	163,730	180,220	225,300	306,544	432,768
50000150	Salary - Aides/Para					
50000155	Payroll - Behavior Specialist	22,000	22,660	23,340	24,040	24,761
50000165	Salary - LPN	23,000	25,000	25,750	26,523	27,318
50000210	Florida State Retirement	55,000	63,000	65,000	66,000	68,000
50000220	Payroll tax expense	43,297	65,000	98,000	99,500	102,000

50000230	Insurance - Student Health at School	1,980	2,200		2,300	2,300	2,450	
50000230	Insurance - group	285,000	310,000		330,000	335,000	338,000	
50000230	Insurance - Life	5,500	5,800		6,000	6,200	6,300	
50000230	Insurance - dental	10,000	11,500		12,000	12,500	13,000	
50000230	Insurance - disability	400	400		500	600	700	
50000240	Workers' Compensation	14,000	15,430		15,893	16,380	16,861	
50000250	Unemployment Compensation	11,000	12,000		13,000	13,650	14,200	
50000310	Contract PT	78,000	100,000		130,000	153,020	176,250	
50000310	Contract Speech Therapy	162,750	219,600		263,520	307,440	351,360	
50000310	Contract OT	162,750	219,600		263,520	307,440	351,360	
50000310	Contract Behavior Analyst	-	-		-	-	-	
50000310	Contract Vision Teacher	1,000	1,000		1,000	1,000	1,000	
50000310	Contract Social Worker	12,000	12,500		13,000	14,000	14,500	
50000330	Field Trips / Fees	2,500	2,800		3,300	3,500	4,200	
50000350	Computer Repairs	7,000	7,000		7,800	8,200	8,800	
50000510	Supplies - Classroom	20,000	20,000		26,460	27,783	29,172	
50000510	Supplies - Therapy	8,000	8,800		9,680	10,648	11,712	
50000510	Supplies - VPK	3,500	3,500		3,500	3,500	3,500	
50000520	Instructional Materials	20,000	25,000		36,300	39,930	43,923	
50000570	Food & Snacks for Oral Motor	500	600		650	700	750	
50000641	Classroom Equipment	20,000	22,000		30,250	33,275	35,503	
50000641	Classroom computer equipment	20,000	27,000		36,300	39,930	43,923	
50000641	Therapy equipment	7,000	7,700		8,470	9,317	10,248	
50000690	Software	3,000	3,300		3,630	3,993	4,392	
50000745	Bank service charges	200	200		200	200	200	
50000750	Substitute Teachers	1,000	2,000		2,500	2,850	2,850	
50000750	Substitute para	2,500	2,500		2,500	2,500	2,500	
50000780	Instruction - Depreciation expense							
50000900	Animal Assisted Therapy	900	1,000		1,500	1,500	1,750	
50000900	Therapeutic riding	5,000	6,000		7,000	7,500	10,000	
	<b>Total Classroom Instruction</b>	<b>1,458,827</b>	<b>1,753,040</b>		<b>2,122,963</b>	<b>2,478,313</b>	<b>3,300,301</b>	
	<b>Pupil Personnel Service</b>							
61000310	Contract consultants	15,000	16,000		17,000	19,000	21,000	





	<b>Board</b>						
71000310	Board training	150	150	150	150	150	
71000310	Professional Services (Legal)	10,000	10,000	10,000	10,000	10,000	
71000310	Professional Services	6,000	6,000	6,000	6,000	6,000	
71000320	Insurance - Board of Trustees	12,000	12,000	12,000	12,000	12,000	
71000320	Liability/Error & Omissions Ins	6,000	6,000	6,000	6,000	6,000	
71000390	Meals & Entertainment	2,500	2,500	2,500	2,500	2,500	
71000900	Staff / Board Meetings	2,500	2,500	2,500	2,500	2,500	
	<b>Total Board</b>	<b>39,150</b>	<b>39,150</b>	<b>39,150</b>	<b>39,150</b>	<b>39,150</b>	
	<b>General &amp; Administration</b>						
72000310	Acct. Payable, Bookkeeping & Payroll - OCR	33,000	33,990	35,010	36,060	37,142	
72000330	Travel Reimbursement	5,000	5,000	5,000	5,000	5,000	
72000900	Reserves-3%	71,750	86,397	107,323	129,696	156,696	
	<b>Total General &amp; Administration</b>	<b>109,750</b>	<b>125,387</b>	<b>147,333</b>	<b>170,756</b>	<b>198,838</b>	
	<b>School Administration</b>						
73000110	Salary-Ex Director-shared	22,000	23,000	32,000	37,131	38,245	
73000110	Salary-Dir Curr&Instuc/PE/CQI-shared	10,000	12,000	51,000	60,100	61,903	
73000110	Salary-DirClassrm Learning, Transp, NSLP	58,500	59,670	60,863	61,000	62,500	
73000160	Salary - Office Admin	41,743	42,995	44,285	45,614	46,982	
73000135	Salary-Behavior Manage	45,000	46,500	47,741	49,173	50,648	
73000145							
73000210	Florida State Retirement	20,000	24,000	46,000	33,328	34,328	
73000220	Payroll tax expense	20,000	21,000	47,500	65,000	67,500	
73000230	Insurance - group	17,200	19,000	20,812	23,309	30,100	
73000230	Insurance - life	350	375	424	455	475	
73000230	Insurance - dental	350	380	420	475	510	
73000230	Insurance - disability	-	-	-	-	-	
73000280	building fund contribution	15	15	15	15	15	
73000330	Travel Reimbursement	2,000	2,000	10,000	11,000	12,000	
73000350	Computer Repairs	5,000	5,000	6,000	6,500	6,600	
73000350	Computer Purchase	20,000	20,000	30,000	33,000	35,000	
73000360	Equipment Maintenance	8,000	8,000	8,000	8,000	8,000	

73000370	Postage	2,000	2,000		3,000	3,500	4,000	
73000390	Meals & Entertainmet	5,000	5,000		6,000	6,200	6,500	
73000390	Advertising	15,000	10,000		30,000	25,000	30,000	
73000390	Business & Employee Gifts	5,000	5,000		6,000	6,000	7,000	
73000390	Special Events	3,000	3,000		4,000	5,000	5,000	
73000510	Supplies - Office	15,000	15,000		17,500	20,000	22,000	
73000510	Supplies - computer	4,000	4,000		5,000	5,200	5,500	
73000643	Office equipment	16,000	16,000		22,000	25,000	26,000	
73000643	Computer Hardware	20,000	20,000		40,000	45,000	50,000	
73000730	Dues and Subscriptions	5,000	5,000		5,000	5,000	5,000	
73000730	Internet Services	1,250	1,250		1,250	1,250	1,250	
73000730	Licenses	550	550		550	550	550	
73000730	Software Maintenance fees	2,700	2,700		2,700	2,700	2,700	
73000780	Admin. - Depreciation expense	-	-		-	-	-	
73000790	County Administrative fee							
73000900	Website Fees	5,000	5,000		5,000	5,000	5,000	
	<b>Total School Administration</b>	<b>369,658</b>	<b>378,435</b>		<b>553,060</b>	<b>589,500</b>	<b>625,306</b>	
	<b>Facilities Acquisition &amp; Construction</b>							
74000360	Building Lease	60,000	60,000		60,000	60,000	60,000	
74000360	Portable Rent	15,000	15,000		30,000	30,000	30,000	
74000630	Portable installation	10,000	10,000		37,000	37,000	37,000	
74000675	Non-building remodeling & renov	5,000	4,000		8,000	8,000	8,000	
74000680	Remodeling and Renovations	3,000	3,000		3,000	3,000	3,000	
	<b>Total Facilities Acquisition &amp; Construction</b>	<b>93,000</b>	<b>92,000</b>		<b>138,000</b>	<b>138,000</b>	<b>138,000</b>	
	<b>Fiscal Services</b>							
75000310	Accounting	13,500	14,000		14,500	15,000	15,000	
75000310	Audit	7,000	8,000		8,500	9,000	10,000	
75000730	Healthnet	850	850		850	850	850	
75000730	Bank fees / finance charges	850	850		850	850	850	
	<b>Total Fiscal Services</b>	<b>22,200</b>	<b>23,700</b>		<b>24,700</b>	<b>25,700</b>	<b>26,700</b>	
	<b>Food Services</b>							

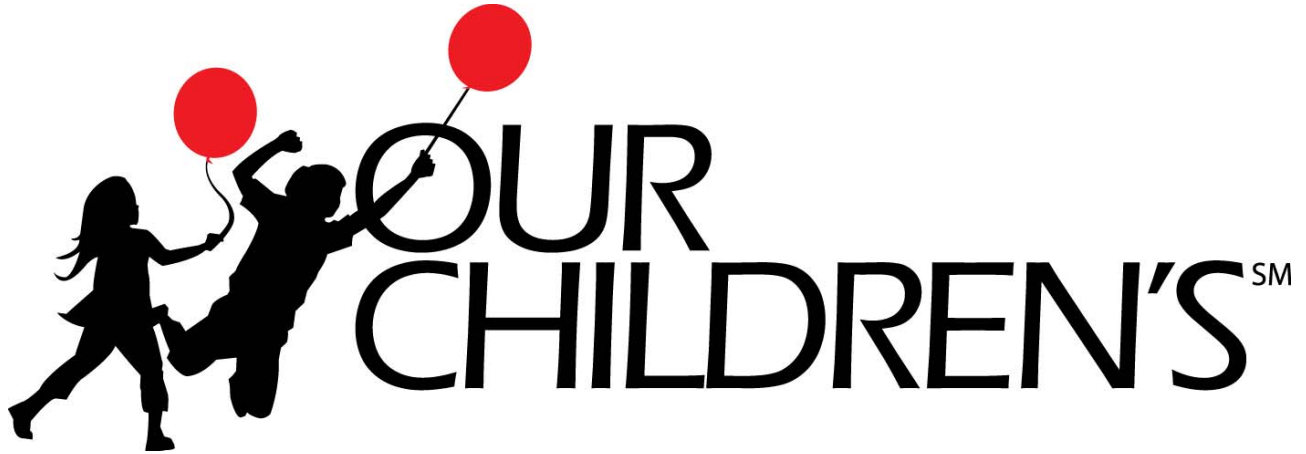
76000390	Food Delivery	2,500	2,500		2,500	2,500	2,500	
76000510	kitchen supplies	2,000	2,000		2,500	3,000	32,000	
76000570	Snacks / Lunch	5,000	10,000		30,000	32,000	33,000	
	<b>Total Food Services</b>	<b>9,500</b>	<b>14,500</b>		<b>35,000</b>	<b>37,500</b>	<b>67,500</b>	
	<b>Central Services</b>							
77000310	Health dept inspection	350	350		350	350	350	
77000730	Fingerprinting	2,000	3,000		4,000	4,200	5,000	
	<b>Total Central Services</b>	<b>2,350</b>	<b>3,350</b>		<b>4,350</b>	<b>4,550</b>	<b>5,350</b>	
	<b>Pupil Transportation Services</b>							
78000320	Transportation - Bus insurance	8,000	8,000		9,000	9,000	10,000	
78000350	Transportation - repairs & maint	10,000	10,000		27,000	30,000	35,000	
78000361	Bus Lease from OCRC	12,000	12,000		12,000	12,000	12,000	
78000390	Transportation - inspections	1,500	1,500		1,700	1,500	1,500	
78000450	Transportation - gas	24,000	24,000		25,000	25,000	30,000	
78000510	Supplies - Transportation	3,000	3,000		3,500	3,500	4,000	
78000730	License fees/drug test driver	500	500		1,000	1,000	1,000	
78000780	Depreciation expense - transportation	-	-		-	-	-	
78000790	Parent Pupil Transportation							
	<b>Total Pupil Transportation Services</b>	<b>59,000</b>	<b>59,000</b>		<b>79,200</b>	<b>82,000</b>	<b>93,500</b>	
	<b>Operation of Plant</b>							
79000320	Insurance - Building	11,000	11,000		13,000	13,500	14,000	
79000371	Telephone - Cell	5,000	5,000		5,500	6,000	6,000	
79000371	Telephone - Office	7,500	7,500		8,000	8,000	8,500	
79000381	Water & Sewage	5,000	5,000		6,000	6,200	6,500	
79000382	Garbage	5,500	5,500		6,000	6,200	6,500	
79000390	Facility Maintenance - overall	5,000	5,000		5,500	6,200	6,500	
79000390	Extermination	2,500	2,500		3,500	3,500	3,500	
79000390	Office / School Cleaning	15,000	15,000		20,000	22,000	23,000	
79000390	Outside Maintenance	1,800	1,800		2,000	2,200	2,500	
79000390	Security System Monitoring	4,500	4,500		5,000	5,500	6,000	

79000390	Carpet & Floor cleaning	6,000	6,000	7,500	7,900	8,200
79000430	Electric	36,000	36,000	38,000	42,000	45,000
79000510	Supplies - Cleaning	4,000	4,000	5,000	5,500	6,000
79000642	Repairs - Equipment	2,700	2,700	3,000	3,500	3,800
	<b>Total Operation of Plant</b>	<b>111,500</b>	<b>111,500</b>	<b>128,000</b>	<b>138,200</b>	<b>146,000</b>
	<b>Maintenance of Plant</b>					
81000152	Salary Maintenance Person	35,700	39,936	41,135	42,369	43,640
81000510	Supplies - Maintenance	2,500	2,500	3,000	3,303	3,500
81000644	Repairs - Building	7,000	7,000	8,000	8,500	8,800
81000675	Non -building remodeling & renovations	5,000	5,000	7,500	7,700	8,200
83000210	FI Retirement employee	2,132	2,132	4,100	4,200	4,300
83000220	Payroll expense	2,966	2,966	3,500	3,600	3,700
83000230	Insurance -dental					
	<b>Total Maintenance of Plant</b>	<b>55,298</b>	<b>59,534</b>	<b>67,235</b>	<b>69,672</b>	<b>72,140</b>
	<b>Community Services</b>					
91000100	Parent Trainings	1,000	1,000	1,500	1,000	1,000
	<b>Total Community Services</b>	<b>1,000</b>	<b>1,000</b>	<b>1,500</b>	<b>1,000</b>	<b>1,000</b>
	<b>Total expenses</b>	<b>2,479,903</b>	<b>2,839,853</b>	<b>3,541,573</b>	<b>3,979,910</b>	<b>4,928,075</b>
	TOTAL REVENUE	2,480,452	<b>2,879,920</b>	<b>3,577,444</b>	<b>4,323,214</b>	<b>5,223,194</b>
	TOTAL EXPENSE	2,479,903	2,839,853	3,541,573	3,979,910	4,928,075
	REVENUE OVER EXPENSES	549	40,067	35,871	343,304	295,119

*Our Children's*

**Appendix H**

**Human Resources and Employment**



# Employee Handbook & Benefit Information

Our Children's Charter School of Sarasota  
Our Children's Rehab Center, Inc.

2014 – 2015  
Sharon McManus Comkowycz, Executive Director

The information provided in this handbook is intended to advise employees of Our Children's of the various policies, procedures, benefits, and services available to them. It is not an employment contract. This handbook will be revised as needed.

**Our Children's  
Employee Handbook & Benefit Information  
2014-2015  
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**Our Children's**

**Welcome 2014 - 2015**

Welcome to Our Children's Charter School Elementary of Winter Haven!

We are looking forward to a great year and are so pleased you have decided to join our team.

This handbook is intended to advise employees of Our Children's of the various policies, procedures, benefits, and services available to them. Please read through the material and feel free to approach your Leadership Team, Supervisor, Office Manager, Team Leader, or myself if you have any questions or concerns.

Once again, WELCOME!

Sincerely,

Sharon McManus Comkowycz, M.S. CCC-SLP  
Executive Director/Superintendent

## Our Children's Employee Classifications

### Employee Definitions

1. **Administrative:** Includes personnel who perform management activities such as developing broad policies for the Our Children's Organizations and executing those policies at all levels within the Our Children's. Administrative personnel are generally senior level professionals who have been assigned the responsibilities of system-wide functions. Examples of administrative employees include: Executive Director/superintendent; leadership director; technical center directors; and others who perform management activities.
2. **Classified:** Includes educational support employees whose job functions are neither administrative nor instructional, yet whose work supports the educational process. Some examples are: paraprofessionals; technicians; clerical/secretarial workers; skilled crafts workers; service workers; bus drivers; custodians; food service workers; and aides.
3. **Instructional:** Includes employees whose positions require certification including, but not limited to: Department Chairpersons; Grade Level Chairpersons; Behavioral Analyst/Licensed Mental health Counselors; Social Workers; Classroom Teachers; Visiting Teachers; Homebound Teachers; Librarians; Psychologists; Physical, Occupational, and Speech Language Therapist; all Instructional Specialists; Summer School Teachers; Itinerant Personnel; Experts-in-Field; and Adult and Community Education Teachers.
4. **Confidential:** The confidential positions are:
  - Secretaries and Administrative Assistants to the Executive Director/Superintendent and the Directors of the Leadership Team.
  - Human Resources Department Secretaries, Administrative Assistants, and Human Resources Specialists.

### Work Schedules

Employees are hired for various work schedules. Some employees work 170 or 180 days each year; some work 196 or 201 days, while others work 220, 240, or 260 days. Check with your direct supervisor to determine your specific schedule.

### 1.2 Education Standards

The Code of Ethics of the Education Profession in Florida and the Principles of Professional Conduct of the Education Profession in Florida Chapter 6B-1 Florida State Board of Education Academic Rules Adopted: June 15, 1982 Amended: November 24, 1998

6B-1.001 Code of Ethics of the Education Profession in Florida

1. The educator values the worth and dignity of every person, the pursuit of truth,

- devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all;
2. The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity;
  3. Aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct;
  4. Physical, Occupational, and Speech/Language Therapists will abide by their respective code of ethics.

6B-1.006 Principles of Professional Conduct for the Educational and Therapeutic Professionals in Florida

1. The following disciplinary rule shall constitute the Principles of Professional Conduct for the Education Profession in Florida;
2. Violation of any of these principles shall subject the individual to revocation or suspension of the individual educator's certificate, or the other penalties as provided by law;
3. Obligation to the student requires that the individual:
  - a. Shall make 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;
  - b. Shall not unreasonably restrain a student from independent action in pursuit of learning.
  - c. Shall not unreasonably deny a student access to diverse points of view;
  - d. Shall not intentionally suppress or distort subject matter relevant to a student's academic program;
  - e. Shall not intentionally expose a student to unnecessary embarrassment or disparagement;
  - f. Shall not intentionally violate or deny a student's legal rights;
  - g. Shall 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 effort to assure that each student is protected from harassment or discrimination;
  - h. Shall not exploit a relationship with a student for personal gain or advantage;
  - i. Shall keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
4. Obligation to the public requires that the individual:
  - a. Shall take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the

- individual is affiliated;
  - b. Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;
  - c. Shall not use institutional privileges for personal gain or advantage;
  - d. Shall accept no gratuity, gift, or favor that might influence professional judgment;
  - e. Shall offer no gratuity, gift, or favor to obtain special advantages.
- 5. Obligation to the profession of education requires that the individual:
  - a. Shall maintain honesty in all professional dealings;
  - b. Shall not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicap condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization;
  - c. Shall not interfere with a colleague's exercise of political or civil rights and responsibilities;
  - d. Shall 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 effort to assure that each individual is protected from such harassment or discrimination;
  - e. Shall not make malicious or intentionally false statements about a colleague;
  - f. Shall not use coercive means or promise special treatment to influence professional judgments of colleagues;
  - g. Shall not misrepresent one's own professional qualifications;
  - h. Shall not submit fraudulent information on any document in connection with professional activities;
  - i. Shall not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position;
  - j. Shall not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment;
  - k. Shall provide upon the request of the certified individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment;
  - l. Shall 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
  - m. Shall self-report within forty-eight (48) hours to appropriate authorities as determined by organization 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, 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 Sections 943.0585(4)(c) and 943.059(4)(c), Florida Statutes;

- n. Shall report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education Rules as defined in Section 1012.795(1), Florida Statutes;
- o. Shall 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 Section 1012.795(1), Florida Statutes;
- p. Shall comply with the conditions of an order of the Education Practices commission;
- q. Shall, as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

### **1.3 Discrimination Policy Statement**

Discrimination on the basis of race, ethnicity, national origin, gender, disability, or marital status against a student or an employee in the state system of public Pre-K, K-20 education is prohibited. No person in this state shall, on the basis of race, ethnicity, national origin, gender, disability, or marital status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any public Pre-K, K-20 education program or activity, or in any employment conditions or practices, conducted by a public educational institution that receives or benefits from federal or state financial assistance.

### **1.4 Unlawful Employment Practices**

1. It is an unlawful employment practice for an employer:
  - a. To discharge or to fail or refuse to hire any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, handicap, or marital status;
  - b. To limit, segregate, or classify employees or applicants for employment in any way, which would deprive or tend to deprive any individual of employment opportunities, or adversely affect any individual's status as an employee, because of such individual's race, color, religion, sex, national origin, age, handicap, or marital status.
2. It is an unlawful employment practice for any employer controlling apprenticeship or other training or retraining, including on-the-job training programs, to discriminate against any individual because of race, color, religion, sex, national origin, age, handicap, or marital status in admission to, or employment in, any program established to provide apprenticeship or other training.
3. Whenever, in order to engage in a profession, occupation, or trade, it is required that a person receive a license, certification, or other credential, become a member or an associate of any club, association, or other organization, or pass any examination, it is an unlawful employment practice for any person to discriminate

- against any other person seeking such license, certification, or other credential, seeking to become a member or associate of such club, association, or other organization, or seeking to take or pass such examination, because of such other person's race, color, religion, sex, national origin, age, handicap, or marital status.
4. It is an unlawful employment practice for an employer to print, or cause to be printed or published, any notice or advertisement relating to employment, membership, classification, referral for employment, or apprenticeship or other training, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age, absence of handicap, or marital status.
  5. It is an unlawful employment practice for an employer to discriminate against any person because that person has opposed any practice which is an unlawful employment practice under this section, or because that person has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this section.

Florida Statutes: Chapter 760.10

## **1.5 Prohibition of Sexual / Racial Harassment**

Our Children's forbids discrimination against any employee, applicant for employment, or student on the basis of sex or race. Our Children's and OCRC will not tolerate sexual/racial harassment activity by any of its employees. This policy also applies to non-employee volunteers who work subject to the control of school authorities.

Sexual harassment consists of un-welcomed sexual advances, request for sexual favors, and other inappropriate verbal, nonverbal, graphic, written, or physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, as a term or condition of employment or of an individual's education.
- Submission to or rejection of such conduct by an individual is used as the basis for an employment or academic decision affecting that individual; or
- Such conduct substantially interferes with an employee's work performance or student's academic performance, or creates an intimidating, hostile, or offensive work or school environment.

Sexual harassment, as defined above, may include but is not limited to the following:

- Verbal, non-verbal, graphic, and written harassment or abuse;
- Pressure for sexual activity;
- Repeated remarks to a person with sexual or demeaning implications;
- Unwelcome or inappropriate touching;
- Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's employment.

Racial harassment consists of verbal, non-verbal, graphic, written, or physical conduct that denigrates or shows hostility or aversion toward any employee based upon race when such conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or employment opportunities.

Racial harassment as defined above may include but is not limited to the following conduct which is based upon race:

- Epithets and slurs;
- Written or graphic material that shows hostility or aversion toward an individual or group;
- Negative stereotyping;
- Threatening, intimidating or hostile acts.

Disability Harassment is oral, written, graphic or physical conduct or any act as relating to an individual's disability that is sufficiently severe, pervasive or persistent so as to limit or interfere with the ability of the individual to participate in or benefit from district programs or activities; harassment that has the effect of unreasonably interfering with an employee's performance or creating an intimidating, hostile or offensive working or school environment.

Disability harassment as defined above may include but are not limited to conduct directed at the characteristics of a person's disabling condition such as:

- Imitating manner of speech;
- Interfering with necessary equipment;
- Negative stereotyping;
- Threatening, intimidating or hostile acts;
- Written or graphic material that shows an aversion or hostility towards an individual or group with disabling attributes.

### **Specific Prohibitions**

It is sexual harassment for an employee or non-employee volunteer to use his or her authority to solicit sexual favors or attention from subordinates or students, including but not limited to incidents when the subordinates or students failure to submit will result in adverse treatment, or when the subordinate's or student's acquiescence will result in preferential treatment. It is racial harassment for an employee or non-employee volunteer to create or be responsible for a racially hostile environment i.e., harassing conduct that is sufficiently severe, pervasive, or persistent so far as to interfere with or limit the ability of an employee or student to participate in or benefit from services, activities, or privileges provided by the school.

### **Procedures**

Any person who alleges sexual/racial harassment by any staff member may complain directly to his/her supervisor. If the direct administrator or supervisor is the offending person, the report should be made to the next higher level of administration or supervision. Filing of a complaint, or otherwise reporting sexual/racial harassment, will not affect the individual's status, future employment, future promotion, extracurricular activities or work assignments.

The right to confidentiality, both of the complainant and of the accused, will be respected, consistent with the board's legal obligations, and with the necessity to investigate the allegation of misconduct and take corrective action when this conduct has occurred.

In determining whether alleged conduct constitutes sexual/racial harassment, the totality of the circumstances, the nature of the conduct and the context in which the alleged conduct

occurred will be investigated. The Direct Supervisor, or designee, has the responsibility of investigating and resolving complaints of sexual/racial harassment.

A substantiated charge against an employee shall subject such employee to disciplinary action, including but not limited to warning, suspension, or termination, subject to applicable procedural requirements.

Any employee, applicant for employment, student, or applicant for admission who believes he/she has been discriminated against or harassed is encouraged to follow the established complaint procedures or directly contact his/her supervisor.

## **1.6 Drug Free Workplace**

In compliance with the Drug-Free Workplace Act of 1988, Sections 112.0455, 440.101, and 440.102, Florida Statutes, State of Florida Department of Labor and Employment Security, the organization will publish an annual statement notifying employees that unlawful possession, use, or distribution of illicit drugs and alcohol by employees on the Our Children's premises is prohibited. This includes illicit drug use or possession at any school-related activities away from or on the organization's premises.

Definition:

- a. "Controlled Substance" or "substance" means controlled substance as defined by Title 41, U.S. Code Section 706 or as defined by Section 893.02 Florida Statutes.
- b. "Drug Free Workplace" means any property, building, facility, site, location or place wherein employees engage in school-related activities or otherwise act within the scope of their employment.

The Direct Supervisor shall immediately suspend any employee violating the policy, and the Direct Supervisor is hereby directed to report any violation to the Executive Director who will communicate to the Board of Trustees for further action, which could result in termination of employment.

Failure by an employee to report a known violation of this policy will constitute an act of insubordination and willful neglect of duty. Employees need to be aware that compliance with this policy is mandatory and violators will be referred for prosecution.

Substance Testing: Drug testing will be conducted for active employees in the following instances:

- a. Reasonable cause to believe an employee is involved in substance abuse;
- b. Upon return from a substance abuse rehab program;
- c. As part of a random selection process for employees in predetermined departments and/or high-risk positions.

## **1.7 Emergency School Closings**

In case of an emergency, the Superintendent/designee is authorized to close any school or all schools and to dismiss a school(s) prior to the regular daily dismissal hour. The may dismiss the school when the Superintendent or designee cannot be contacted, and an extreme emergency exists endangering the health, safety, or welfare of students.



In a declared state of emergency, school personnel shall maintain control of students until these students are released from school or in the case of transported students, until they depart from the school bus.

The directors shall cooperate with emergency preparedness authorities during a natural or man-made disaster. If a civil disturbance or similar situation occurs, the Direct Supervisor shall cooperate with the law enforcement authorities.

## **Section 2 Administrative Policies and Procedures**

### **2.1 Attendance and Promptness**

#### **Absenteeism**

If you must be absent, it is your responsibility to notify the Direct Supervisor at once. Call your supervisor as early as possible at their home or on their cell. If they do not answer, call the school at once to report your absence until you speak to someone, do not leave a message. Excessive absenteeism, tardiness or leaving early may be grounds for disciplinary action or dismissal. Have a plan in place whenever possible to have your absences covered by appropriate staff prior to being absent.

#### **Reporting Absences**

Employees who will be away from their normal place of work during normal duty hours are expected to report their absences or duty reassignment to their immediate supervisor. Except in cases of emergency or illness, absences should be arranged in advance and requested/approved on the appropriate Our Children's forms.

#### **Tardiness**

Our Children's expects all employees to be present and ready to perform their duties at the start of their duty day and to remain present for their entire duty day, unless they have the prior approval of their supervisor. Employees, who exhibit chronic tardiness, or those who do not call their supervisor or designated representative prior to being tardy, may be subject to progressive discipline.

All classified and instructional employees, including exempt (salaried) must "clock-in" documenting their arrival and departure time. All classified and instructional employees must clock in and out. Excessive absences would require documentation in order to prevent any disciplinary action. Disciplinary actions could occur when an employee no longer has PTO available or documentation for the excessive absences.

### **2.2 Arrests**

Any employee, who is arrested or charged with any crime, including driving under the influence of alcohol or controlled substances, must notify the Direct Supervisor or designee of the alleged charges/allegations. Instructional personnel must self-report within 48 hours to appropriate authorities any arrest/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Failure to self-report will result in

disciplinary action. 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, self-reporting shall also be required for 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 48 hours after the final judgment. (A minor traffic violation could be parking or speeding ticket; however, a DUI is not considered minor.)

When reporting to your supervisor your arrest or charge, obtain documentation that you made this report within 48 hours to your supervisor. It is your responsibility to obtain written documentation such as an email showing to whom and when you reported your arrest with a c/c to the Executive Director/Superintendent.

### **2.3 Teacher Certification**

The Certification Office in the Human Resource Services Division at the School Board Offices will assist with issuance of certificates and determination of highly qualified teachers. Florida law requires all teachers to hold a valid Florida Educator's Certificate. The staff will be happy to assist you with the approval of appropriate course-work for renewal or addition of a subject to your certificate. If you are not sure, it is always better to ask but it is your responsibility.

Securing and updating a certificate is the responsibility of the teacher. Our staff is here to provide you with guidance, but you must fulfill the requirements and complete all procedures.

For teachers with a temporary certificate, it is extremely important that you follow the requirements listed in your Official Statement of Eligibility issued by the Florida Department of Education. If you have specific testing requirements to meet you will need to contact the state for registration and test information. **DO NOT WAIT UNTIL THE LAST MINUTE TO TAKE THESE TESTS.** (Completion of certification requirements has major impact on your reappointment eligibility.) Teachers must pass the general knowledge test by June 30 of the year the temporary certificate was issued.

Should your name change after your certificate has been issued, you can apply to change your name on your certificate; however, there is a fee. If you wish, you can wait until the next renewal date of your certificate and change your name at NO additional charge. You should also change your name on your social security records. When you provide the Direct Supervisor with this information, all records, including payroll records, will be changed accordingly.

If you have earned a higher degree from an accredited institution, it could affect your pay status. You must submit an official transcript with the higher degree conferred to your Direct Supervisor for evaluation.

Teachers and administrative staff must now provide their Direct Supervisor/supervisor with a copy of their transcripts and valid teaching certificate. The Florida Department of Education no longer provides these copies to the employer. New teachers must also

provide their Direct Supervisor with a copy of their Statement of Eligibility. Direct Supervisors are responsible to pass this information on to the Office Manager at the Central Office. If you have previous fulltime experience, teachers and therapists must obtain written verification of fulltime employment from their previous employer to get credit for work experience.

#### **2.4 Therapist, Nursing and Behavior Analyst or any Employee that holds a Certification in a Therapeutic Field**

Therapists are employed by Our Children's Rehab Center, Inc. and licensure/certification is the responsibility of each therapist. Nurses, Mental Health Counselors, and Behavior Analysts may be employed by the school and licensure is the responsibility of each individual. Some continuing education will be provided by the organization, but is up to each therapist to complete all continuing education required for their license. Each therapist must keep track of their continuing education and provide the organization with verification of each continuing education hour earned. The therapist will complete licensure/certification renewal paperwork in a timely manner to avoid any lapse in licensure. The licensure renewal paperwork with continuing education documentation must be submitted to the administrative office if you wish the organization to consider the payment of fees. Failure to renew your license/certificate in a timely manner will result in suspension or termination of employment.

#### **2.5 Change of Address and Phone Numbers (Cell & Home)**

All changes in address or phone numbers, including cell phone numbers, must be updated in writing on an Employee Contact Form/Employee Medical Form, which can be acquired from the office manager. Name changes should be reflected on your Social Security Card, and a copy of your new card should be turned in along with the Employee Contact Form.

#### **2.6 Conflict of Interest & Solicitation of Employees**

No employee may work for an organization doing business with Our Children's while employed with the Our Children's Organization. Any employee working another job anywhere must reveal such a contractual agreement, in writing, to the Direct Supervisor/Executive Director. The Direct Supervisor/Executive Director may approve such an arrangement; however, if the Executive Director determines the relationship to be a conflict of interest, he/she will request that the employee terminate his/her employment with either the organization of Our Children's, or the conflicting employer.

As an employee, you may not perform any duties related to an outside job during regular working hours or during the additional time that is needed to fulfill the responsibilities of the position. Similarly, you may not use the organizations facilities, equipment, or materials in performing outside work. You may not solicit the sale of or sell services or goods to Our Children's during work hours or by using Our Children's email for personal profit or gain. Your supervisor must approve soliciting the sale of goods for nonprofit organizations in advance.

##### **2.6 A. Nepotism**

Nepotism is defined as showing favoritism or patronage to relatives. During the formal screening process, an applicant, who would be supervised by a close relative, must be eliminated from consideration. An employee may not transfer to a cost center if he/she may supervise or be supervised by a close relative.

A close relative is defined as a spouse, ex-spouse, partner, siblings, parent, grandparent, aunt, uncle, grandchild, cousin, including all step and/or half relatives.

## **2.7 Dress Code**

All employees are models for the students and should reflect this in their dress and appearance. Neatness and cleanliness are important for all employees. Each staff member should maintain a neat, professional appearance appropriate for his/her specific assignment. Each staff member will wear a logo-shirt and appropriate bottoms. Appropriate bottoms are loose fitting neutral or dark pants/skirts at the knee or longer. Bottoms must be without tears, rips or holes. Skirts, shorts, dresses, pants, should not be form fitting either by fabric, cut or design. Athletic wear, spandex, basketball shorts, scrubs, sweat pants or pajama bottoms are not appropriate for the work place. All staff members must wear closed-toed shoes; flip-flops or open-toed shoes are not appropriate at any time. Appropriate undergarments (i.e., bras and underwear) are expected to be worn by all employees. Undergarments and private body areas must not be evident or visible through clothing. If midriffs, underwear or other body parts are exposed, the employee will be sent home to correct their dress. Staff members sent home must return to complete the workday in appropriate dress. Payment is not available for time spent correcting dress. If an employee abuses the dress code consistently, it will result in disciplinary action or possible termination. Hospital and medical staff must follow the dress code of the facility at which they are working.

### **Tattoos/Piercing:**

The ultimate goal of this policy is to ensure a workforce that presents a sharp, professional appearance to the public and the children we serve, while allowing individual expression through authorized body art. Tattoos on the face, neck, hands, or uncovered arms and legs may not be visible during work hours and school sanctioned events unless it is smaller than an inch and not offensive in nature. If there is a hand or wrist tattoo larger than one inch, or hand tattoos which are offensive in nature, then they need to be covered up. Any exceptions need to be brought to the administrator.

Visible piercings must follow these criteria: earrings may hang no longer than one inch below the ear lobe and all other facial piercings must be removed or covered up during school hours. Extra attention should not be brought to tongue or belly button piercings; a clear retainer or barbell can be used as an option. No gauge plugs in ears are permitted.

## **2.8 Electronic Mail**

Email accounts shall be used to enhance communication for work-related duties. The use of e-mail accounts must be in support of education and/or research that are consistent with the educational goals and policies of Our Children's. The employee in whose name the account is issued is responsible at all times for its proper use. Behavior that is inconsistent with this policy may result in disciplinary action which may include possible termination or

legal action.

Policies:

- a. Unauthorized use includes, but is not limited to:
  - The creation and exchange of messages that is offensive, harassing, obscene, or threatening;
  - The exchange of privileged, confidential, or sensitive information outside of the organization or outside the defined privileged group;
  - The creation and exchange of advertisements, solicitations, chain letters, and other unsolicited e-mail;
  - The creation, storage, or exchange of information in violation of copyright laws;
  - Reading or sending messages from another user's account, except under proper delegated arrangements;
  - Altering or copying a message or attachment belonging to another user without the permission of the originator;
  - The installation and use of unapproved applications and downloads are prohibited;
  - Using email in ways that violate Our Children's policies and procedures;
  - Unnecessary activities which cause congestion of the network or otherwise interfere with the work of others;
  - Representing personal views as those of Our Children's.
- b. The Direct Supervisor must be notified immediately of any unauthorized use of your account or any other breach of security. Our Children's is not liable for any loss you may incur as a result of someone else using your password or account, either with or without your knowledge;
- c. Users must not compromise the privacy of their password by giving it to others or exposing it to public services. Passwords should be changed at least every 90 days;
- d. Employees must not open e-mails or attachments from unknown senders to avoid viruses;
- e. Employees must not use the Internet for personal use.

## **2.9 Networks and Internet Use Policy**

Our Children's offers access to network resources and the Internet to our schools. Usage is a privilege granted to employees and students. The use of the network and the Internet must be in support of educational and professional activities that are consistent with the educational goals and policies of the school. The user is responsible at all times for its proper use. Behavior that is inconsistent with these policies and guidelines may result in disciplinary action and/or legal action.

### **General Network Use**

The network includes all computers and other peripheral devices on property that are interconnected to the local/wide area network. It is provided for users to conduct research,

complete assignments, and print assignments, use instructional programs, and use media center electronic catalog.

### **Internet Access**

The Internet encompasses a multitude of libraries, databases, social networking and resources beyond the local/wide area network. It is provided for users to access educational resources to conduct research, complete assignments, use instructional programs and use media center on-line catalogs.

### **General Network and Internet Access Policies**

Unauthorized use includes, but is not limited to:

- Violations of laws and regulations regarding:
  - Copyrighted and trademark material;
  - Threatening, obscene or profane material;
  - Licensing agreements;
  - Plagiarism.
- Vandalism, which is defined as malicious attempt to harm or destroy network resources, data of other users, the Internet or other networks. This includes the creation of, or uploading of, computer viruses on the Internet or host site;
- Use of the Internet or network for financial gain or illegal activity;
- Use of another individual's network access including use of another individual's network username and password;
- Congestion of network by consuming large amounts of bandwidth, including but not limited to:
  - Network/Internet games
  - Streaming video and audio
  - Teleconferencing
  - Downloading very large files without prior approval of technology staff;
- Hacking or any attempt to gain access to networks;
- Browsing networks to obtain IP addresses and other network information;
- Accessing the networks without prior authorization;
- Use network resources or other resources with the intent of preventing or interfering with the transmission of voice, data, pictures, or anything that can be transmitted over the network;
- Trespass on other's work, files or folders, and attempt to, or take action to, access, modify, harm or destroy data of another user;
- Circumventing proxy servers, firewalls or other filtering software;
- Using unauthorized telephone services, including long distance calls.

**For consequences please see 2.19**

### **Social Networking**

Our Children's respects the rights of employees to utilize social media, such as Facebook, Twitter, or other electronic communications; however, activities in or outside of work that affect an employee's job performance, the performance of other employees, or activities that might affect the image and reputation of Our Children's and/or are an area of interest for Our Children's as an employer. Our Children's takes these interests very seriously. Employees should be mindful of these interests, should not use social media when on duty,

and should be mindful of these considerations when using such media on personal time. Protect your Facebook by adjusting your settings to being tagged. Beware! Being “Tagged” on Facebook could result in offensive photos. See the below Policy and Procedure detailed guidelines.

**Definitions:**

*Blog: is an online type of journal or newsletter that is readily accessible to the general public on a website. Blogs are typically used by individuals to share personal thoughts, ideas, opinions, videos, pictures, etc.*

*Electronic Communications: is a system of world-wide electronic communication in which a user can compose a message on a computer, cell phone, or other electronic devices that allows the user to send a written message to one or more persons.*

*Profile: is an individual account posted on social media websites that may include personal information, viewpoints/opinions and/or communications with others.*

*Social Media: is a term that defines the various activities that integrate on-line technologies and practices that people use to share opinions, insights, experiences, and perspectives.*

*Social Networking: is the practice of expanding the number of one's business and/or social contacts by making connection through on-line technologies or electronic devices.*

**Policy:**

1. Employees are prohibited from posting photos of Our Children on personal Facebook accounts, newsfeeds, etc.
2. Employees are expected to follow the guidelines outlined in this policy and provide a clear distinction between their views as individuals and their Our Children's employment.
3. When using social media, employees should have no expectation of privacy and must apply good judgment for every activity related to Our Children's;
4. If information is posted in the public domain, Our Children's reserves the right to monitor compliance with this and other Our Children's policies. Any public information employees create, transmit, download, exchange or discuss on any social media may be accessed at any time without prior notice;
5. Employees who participate in social networking or electronic communications deemed not to be in the best interest of Our Children's will be subject to corrective action up to and including termination;
6. It is the right and duty of Our Children's to protect itself, its students and employees from unauthorized disclosure of proprietary and/or confidential information and the discussion, commentary or other dissemination of potentially untrue, inflammatory, derogatory, defaming, and/or otherwise unlawful or inappropriate commentary concerning Our Children's;
7. In public settings, employees must remain respectful of Our Children's business operations, co-workers, students, etc. Anything obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, hateful, or embarrassing to a fellow employee, student or business partner is prohibited;
8. Activities in or outside of work that affect an employee's job performance, the performance of others, or the image and reputation of Our Children's are a proper focus for Our Children's policy;
9. Employees are prohibited from listing their email address unless the social networking site is used purely for business or professional purposes, including

Facebook. If you list your work affiliation on a social network, then you should regard all communication on that network as you would in a professional network.

**Guidelines for Employees:**

1. You are personally responsible for the content you publish on profiles, blogs, or any other form of user-generated social media or electronic communications;
2. Seek input from your immediate supervisor or administration prior to publishing anything questionable or that you wouldn't say in person to avoid potential violation of this policy;
3. Be thoughtful and respectful about what you say or publish. When participating in social networking, you should always protect your privacy and the privacy of others;
4. Social media is not the appropriate place for addressing work-related concerns or business matters and accordingly you should refer these types of employment-related concerns to your immediate supervisor or administration;
5. Use good judgment when participating in social networking activities. Do not use ethnic slurs, personal insults, obscenity, reveal confidential or private information, defame or disparage students or co-workers or engage in any conduct that would not be acceptable in the workplace;
6. If you list Our Children's as your place of employment or publish content to any website outside of Our Children's and it has something to do with work you do or information associated with Our Children's, use a disclaimer such as this: "The information or postings on this site are my own and do not necessarily represent the views and opinions of Our Children's;"
7. For your protection as well as Our Children's do not post any privileged, confidential, copyrighted information or Our Children's issued documents;
8. Before you engage in any social networking or electronic communications, remember that you should have no expectation of privacy and when you compose a message, read it over before sending it and ask yourself if the content is appropriate based on the guidelines in this policy.

**For consequences please see 2.19**

**2.10 Performance Evaluation**

Each member of the instructional, administrative, and classified staff shall receive an annual evaluation by his/her immediate administrative supervisor. The purpose of the evaluation shall be for the improvement of all personnel. The administrative supervisors shall use the evaluation form provided by the Executive Director/Superintendent. A copy of each employee's evaluation report shall be filed in the employee's personnel file maintained in the Administrative office. Our Children's expects high performance of all its employees. Evaluations and goal setting help employees identify their strengths and weaknesses, as well as opportunities for professional growth and development.

**Approved Educator/Leader or Non-instructional Personnel Evaluation Tool**

Your administrator/evaluator will provide the assessment forms and procedures at the beginning of the school year. The evaluator will be your immediate direct supervisor.



## 2.10. A. Hours Worked

**Educators:** Each school or work site may establish its own teacher duty day schedule. A teacher's duty day will be the equivalent of instructional and non-instructional minutes per day in a particular school. Teachers agree to meet requests for assistance or conferences initiated by students or parents that require time outside the regularly scheduled duty day. The regular duty day can be extended for emergencies that threaten the health or safety of students. A supervisor may require attendance at faculty meetings, parent orientations, and open houses.

**Classified employees:** The regular workweek will be Monday thru Friday. No employee will be required to work through his or her lunch.

## 2.10. B. Professional Development

The organization is committed to the development of its people. Investments in people represent investments in our children and in our future. We believe the more you develop as a professional, the better our school will become. As a result, professional development opportunities abound. Below is a short list of some of the opportunities available to you:

### Teachers

The Vision of the Our Children's states: "Staff Excels ~ Students Succeed." It's simple, clear, and focused. We believe if we have high quality teachers in every classroom, students will benefit, and student achievement will soar. Our job is to develop and to provide on-going support to teachers, administrators, and the schools in this endeavor. The organization accomplishes this work through two major avenues: Professional Development and Teacher Evaluation using the Marzano approach.

Professional Development that is designed to make the best even better leads to a high quality staff working with students. We help teachers write Individual Professional Development Plans based upon student data. The Department provides quality and results-oriented training so that teachers are equipped with strategies that engage students in rigorous curriculum. Teacher Evaluation is supported through the Marzano approach for first-year teachers as well as the coaching and mentoring afforded to teachers.

### Instructional Aides

The federal *No Child Left Behind* legislation requires instructional aides who work in Title I schools to have an associate's degree, 60 semester hours of college, or have passed a rigorous exam. This is also a requirement for any aide at the Paraprofessional level. Our Children's offers several opportunities to help aides who aspire to be Paraprofessionals achieve this goal. Those interested in taking a test may do so through the Test Center Department at the sponsoring counties.

### Classified

Most classified employees have training opportunities targeted at your functional area of expertise - that is, making you better at what you do. Please consult your Supervisor or Director to find out what opportunities may be available to you.

## **Outside Opportunities**

Opportunities may arise to support and promote professional development. Often these resources are used to pay for substitutes for teachers to attend PD, but they may also be used to contract outside consultants and trainers or to send teachers to conferences. Again, if you are interested in these opportunities, consult your supervisor.

### **2.11 Injury and Illness in the Line of Duty**

Employees injured while “on the job” will need to contact their direct supervisor immediately. All injuries must be documented on an incident report form with all witnesses listed. Leave for injury/illness in the Line of Duty is granted in accordance with Worker’s Compensation Law when absence is the result of a personal injury or illness. In order to be eligible for this protection, the injury must be reported to the Worker’s Compensation carrier. Treatment must be provided by an approved Worker’s Compensation doctor. Flu shots and Hepatitis B series will be available at no cost to the employee. Given that our services are to children, obtaining a flu shot is highly recommended.

The Staff Incident/Accident Report Form must be filed within 24 hours. The employee must provide documentation from the Occupational Health Center physician.

### **2.12 Leave of Absence without Pay**

Unless otherwise specified by law, leave is granted at the discretion of administration. Policies about leave are designed to protect facility operation from unnecessary interruption due to absences. When employees apply for leave, they must complete the appropriate form and include the reason for requesting the leave in writing. The Direct Supervisor may cancel the leave if it is used for a different purpose or cause. Leave is generally granted in advance, not retroactively. However, emergencies that cannot be anticipated are considered “granted” in advance if they are promptly reported. Except for military leave, leave cannot be granted beyond July 1 of the next fiscal year. However, a new application may be filed at the expiration of leave, with new leave granted at the discretion of the board. The person on leave is responsible for requesting a renewal; it is not automatic. If a renewal is not requested, employment will be terminated.

If you go on official unpaid leave and wish to continue your health and/or life insurance coverage, you will be responsible for paying the premiums under the COBRA program. Employees on leave are entitled to the same enrollment that active employees have.

#### **Types of Leave**

- Military Leave in accordance of applicable law
- Family/Medical Leave - case by case with documentation of the illness in question
- Maternity/Parental Leave – up to 6 weeks unpaid with continuation of health benefits

## Extended Personal Leave – case by case

Approved employee leave does not entitle the employee to paid time off, only a guarantee to return to employment. Employment may or may not be the exact position that was left. When the need for leave is foreseeable, the staff member must provide at least thirty (30) days notice. When the need for leave is not foreseeable, the staff member must notify their supervisor as soon as possible. Leave decision for Medical/Family or extended personal will be made on a case by case basis. All leave requests must be made in writing. If leave is approved for a designated period of time and circumstances require extending or shortening the leave, the staff member must notify the administration immediately of the request to change. If the employee is on approved leave because of his/her personal illness, medical clearance must be provided prior to return to work.

Maternity leave- The instructional employee shall, in her written request for leave, notify the Executive Director/Superintendent that she will return to work either: as soon after the birth of her child as her physician certifies in writing that she is able to return, at which time the teacher shall be returned to her former position on the first day of the next school year following the termination of pregnancy, at which time the teacher shall be returned to her former position.

An employee's PTO must be used prior to any leave without pay is used. While an employee is on extended unpaid leave, (more than 3 weeks) they are not entitled to holiday pay.

### **2.13 Days off, Personal Time-Off (PTO) for Instructional and Classified Employees**

Our Children's will follow the approved county calendar for students. Paras will follow the days off schedule for 10-month employees. Secretaries will follow either the 11-month employee or 12-month employee schedules set forth by the organization, not the district school board. Teachers will work 201 days and return to work 2 weeks prior to the start of school. During the training weeks, educators will receive training pay at a rate. Para's will work 180 - 196 days and be paid a training rate of \$50.00 per day for the week prior to school beginning.

Please be advised, employees schedules are subject to modifications based on the needs of the school.

#### Incentives

1. If an employee has no absences and no tardies (this includes sick, PTO, emergency) during each quarter, they may leave work early on Thursday's the following month after that quarter every week (2:15pm) unless a meeting is called such as monthly staff meeting.

Bus drivers and bus aides who cannot leave early will be given 4 hours additional PTO.

2.
  - a. If an employee has 50% or less of their PTO days remaining, they will be paid out

at 50%;

- b. If an employee has 51%-75% of their PTO days remaining, they will be paid out at 65%;
- c. If an employee has 76%-80% of their PTO days remaining, they will be paid out at 90%;
- d. If an employee has 81%-100% of their PTO days remaining, they will be paid out at 100%.

Each employee will earn sick/personal leave (PTO) days according to the contract period worked as follows:

10 month employees (180, 196, 201 days)	- 10 days per year
10 ½ month employees (220 days)	- 10 days per year
11 month employees (240 days)	- 11 days per year
12 month employees (260 days)	- 12 days per year

Employees cannot use PTO until after the 90 day probationary period; however it will continue to accumulate. PTO, when available, must be used at time of absence and cannot be saved for future planned time off.

Employees will earn one PTO day for each month worked until the full amount, based on your agreed upon days worked, has been reached. Returning employees will start the school year with 4 PTO days. Disciplinary action will be taken if you exceed your PTO. Employees cannot take time off without pay except in unusual circumstances and it must be approved. Taking time off without pay does not conform to this policy and may jeopardize your employment.

There will be no differentiation between “sick” and “personal” days.

**DO NOT BOOK AIRLINE TICKETS WITHOUT APPROVED LEAVE, EXPECIALLY ON STORM MAKE-UP DAYS. YOU MAY LOSE YOUR MONEY.**

Employees must advise administration of the need to take leave and complete a sick/personal leave form at least 30 days prior, when possible. Two days or 16 hours a year may be taken with no pre-authorization period.

**Employees working at OCRC must request all but their 2 float PTO days during student vacation times unless previous arrangements have been made with administration. Instructional and classified employees may NOT take leave before or after school holidays or summer break. No PTO will be approved for hurricane or storm make-up days until it is certain that we will not be required to work on those days.**

No leave accrues year to year. If the employee has unused leave at the end of their year, they may be paid in accordance with the payout schedule previously outlined. Staff will not be paid for days off due to hurricanes. PTO may be used for hurricane days off.

The following require prior approval from the Direct Supervisor:

- Partial day;
- Use of PTO prior to actual accrual.

The following does not require use of PTO days:

- Military Duty (up to 17 days leave with pay);
- Illness/injury in the line of duty (in accordance with Worker's Compensation Law);
- Leave of absence without pay for the following:
  - a. Family/Medical Leave - up to 12 weeks unpaid within a 12 month period for: \* birth/care of a newborn; \* placement of child for adoption or foster care; \* to care for an immediate family member (spouse, child, parent) with serious health condition; \* to take medical leave due to serious illness
  - b. Maternity/Parental Leave
  - c. Extended Personal Leave
  - d. Extended Military Duty Leave (beyond 17 paid days)
  - e. Jury Duty.

## **2.14 Personal Mail**

Please have all personal mail delivered to your residence. Telephones in the schools and/or offices are for business only. Of course, it is understood that emergencies arise, and you must either call or be called while at work. Please make arrangements for emergency calls to go through the office and personal calls to go through your cell phone and check your messages during lunch or after work. However, for purely personal messages, please make other arrangements for calls during your work day. All cell phones must be turned off.

### **2.14. A. Telephone Calls**

Audible cell phone use may result in disciplinary action. The cell phone should not be answered unless it is an emergency. If an employee is caught using their phone for personal reasons during work time, the employee will receive first a written-verbal warning and then a written warning. The first offense will require the phone be placed in the direct Supervisor's desk or in the employee's car for 1 week. The second offense will require the phone to be placed in the employee's car for 1 month. The third offense will result in a permanent ban of the phone from the work place. Be prepared to show your supervisor what your phone is being used for when requested.

### **2.14. B. Personal Business on School Time**

No employee of the Our Children's may conduct personal business (personal phone

calls and text messages as well as the operation of any personal business) on work time except for emergencies approved by their Supervisor or the Executive Director/Superintendent. Our Children's equipment or supplies shall not be used to conduct personal business or any other activity not connected with the network. Violation of this rule shall be grounds for disciplinary action - up to and including termination.

## **2.15 Personnel Records**

Personnel/employment records are processed and maintained in the central administrative office. All personnel files are public records and as such are available for public inspection. If you would like to review your personnel file, please feel free to contact the central administrative office.

The office manager should be notified in writing of any changes in personal status such as changes in name, address, marital status, beneficiary for life insurance purposes and/or number of dependents.

### **2.15. A. Probationary Period**

All newly hired employees have a probationary period; the duration of that period is based upon classification (see page 5 for an explanation of the categories). Employment during the probationary period must be continuous for probation to be successfully completed.

For classified employees, the probationary period begins on the first day of regular employment and continues for six (6) months.

For instructional employees, the first year contract is the probationary period.

Administrators should review their contracts to determine the probationary period.

During the probationary period, the employee may be dismissed without cause or may resign from the contractual position without breach of contract. A probationary employee who is recommended for termination has no appeal rights, and no written explanation from the organization is required.

## **2.16 Reassignments**

In the event that the administration determines that an involuntary transfer to another school or hiring location must occur, the employee shall be notified of the decision in writing. This may result in a recalculation of pay.

## **2.17 Resignations**

When an employee leaves a position, proper notice should be given. Teachers and therapists are expected to work the entire school year. In addition, teachers contract outline the provisions for terminating within the school year. If a professional plans to resign, they

should complete the semester and give a 60 day notice to ensure you leave in good standing. A letter of resignation indicating the date you plan to leave and the reasons should be submitted to your supervisor. Paraprofessionals or office staff should give at least 4 weeks notice to ensure you leave in good standing. It is important that you leave the organization in good standing to protect your eligibility for rehiring. If you are absent from work without permission from your supervisor, this may be considered as your having resigned and could result in the forfeiting of all rights to reemployment. There will be an exit interview for teachers and therapists. PTO time may not be requested during the notice period. Accumulated PTO or vacation time will be paid out at the schedule outlined provided the employee leaves in "good standing." Good standing means with a 60 day notice at the end of a semester (teachers/therapists) and a 4 week notice for para's and office staff.

### **2.17. A. Exit Survey**

At the end of your relationship with the Our Children's organization you will be asked to complete an Exit Survey. We use the information in the exit survey for a number of things. Most importantly, we use the information to understand why people leave our organization and, in return, review our programs and policies to encourage long-term retention. Most preventable losses to any organization occur because of a perception of some negative impact on overall quality of life. We are convinced the better we understand those issues, the better we can respond with programs that improve the quality of life of our people and, in turn, improve our overall retention and experience levels.

### **2.18 Retirement**

Our Children's schools participate in the Florida State Retirement. The Florida Retirement System (FRS) is an employee-noncontributory system. This means that your employer makes the total contribution for you. 3% of your salary is deducted from your paycheck to pay for your retirement. The employer pays the balance owed to FRS. OCRC employees participate in a SEP (Simple Employee Pension) where OCRC contributes 3% of your salary toward retirement. The employer contributions are not refundable.

The Florida Retirement System now makes available two retirement plans, the Defined Benefit Plan and the Investment Plan. Under the **Defined Benefit Plan**, you are vested after you have completed six (6) years of creditable service. Vesting refers to your earned right to receive a retirement benefit when you reach normal or early retirement age, even though you may have terminated before that age. Normal retirement is 62 years of age OR 30 years of service regardless of age. If you have at least six years of creditable service but have not reached your normal retirement age as described above, you can take early retirement. The amount of your benefit is reduced 5% for each year you are under age 62.

Under the **Investment Plan**, you are vested after you have completed one (1) year of creditable service. This benefit is based on return of investments or progress. It is more portable and is better for employees who are short term. If you are preparing to retire, certain steps should be taken to ensure that there would be no loss of benefits to you.

The following is a description of steps you may wish to follow:

***PLAN AHEAD***

Decide when you intend to retire. To be eligible for benefits, you must terminate all relationships with ALL FRS employers and not be reemployed by any FRS employer within the next calendar year following your initial retirement. There are exceptions to the reemployment law for retirees reemployed in certain positions with educational institutions.

***REQUEST AN ESTIMATE***

Within two years of your proposed termination date, you are encouraged to request an audit of your years of service, and you may request an estimate of benefits by obtaining Form FR 9 from the Human Resource Services Department. The Division of Retirement will send you the estimate of benefits. It will show the estimated retirement benefits to which you are entitled.

***APPLY FOR RETIREMENT BENEFITS***

Three to six months before your termination date, request a retirement application from the Human Resource Services Department

***HEALTH INSURANCE AND LIFE INSURANCE***

You may elect to retain the benefits that you are enrolled in at the time of retirement. You may decrease benefits at retirement, but you may not increase them.

***DEFERRED RETIREMENT OPTION PROGRAM (DROP)***

The Deferred Retirement Option Program (DROP) is a program, which became effective July 1, 1998, and allows you to retire and begin accumulating your retirement benefits without terminating employment for up to 60 months from the date you first reach normal retirement (age 62 or 30 years of service). While participating in DROP, your monthly retirement benefits remain in the FRS Trust Fund, earning tax-deferred interest, while you continue to work (but you do not earn additional service credit for retirement). When the DROP period ends, you must terminate all employment with FRS employers. At that time, you will receive payment of the accumulated DROP benefits and begin receiving your monthly retirement benefit (in the same amount as determined at retirement, plus annual cost-of-living increases).

OCRC employees are entitled to an optional 403b retirement where employee contributions reduce your taxable income. Employer will match 3% of annual income after 1 year of employment provided the employee contributes 3% or more of the annual income for these OCRC employees participating in the 403B plan.

## **2.19 Suspensions / Dismissals**

Under certain conditions, a supervisor may recommend to the Executive Director/Superintendent the suspension or dismissal of an employee. Immediate dismissal can occur when an employee has violated the law or has committed a severe act of insubordination that could result in a compromise of the health and safety of a child or fellow employee. The disciplinary action is as follows:

- A letter of concern;
- Verbal warning with a written confirmation;



- Written warning related to the same of different offenses;
- Recommendation for dismissal or termination letter.

Lapse of licensure or certification may result in suspension or dismissal from employment. Teachers must have a temporary certificate and pass the general knowledge exam before June 30<sup>th</sup> of the year their temporary certification will expire. Failure to pass the general knowledge exam will result in the termination of their teaching position.

### **2.19. A. Grievances**

A grievance is an allegation by the employee that she/he has been treated in an unfair and/or inequitable manner. Currently the Our Children's Organization employs a four-step grievance process. Additionally, reprisal or recrimination as a result of the filing of a grievance is strictly prohibited.

The following is the four-step grievance process.

1. A grievance allegation is initiated by the employee by completing an incident report and submitting the report to the supervisor of the employee in question and the grieving employee's supervisor.
2. The supervisor of the employee in question would investigate the allegation and schedule a conference.
3. If the grieving employee is not satisfied with the outcome, they may continue up the chain of command to the Executive Director/Superintendent and request a formal conference.
4. If satisfaction is not achieved at the Executive Director/Superintendent level, a written request accompanied by the Incident Report and the minutes of the formal conference would be sent to the Board Chair or their designee to request a hearing. The Board Chair would make a final recommendation and a written response would be documented to the grieving employee.

### **2.19. B. Reductions in Force and Reorganization**

Should the Our Children's find it necessary to take action to reduce staff or reorganize work assignments based on the organizational needs, both classified and instructional staff could be subject to layoffs or reassignments based upon seniority and certification area or job classification. Seniority is based on the continuous length of service from an employee's effective date of hire. Reassignment of duties to a different job may result in an adjustment of pay in accordance o the newly assigned position.

### **2.20 Temporary Duty Leave**

Temporary duty leave is authorized for all employees who are assigned by the Direct Supervisor to be on duty at such a place or places removed from their regular place of duty. The Direct Supervisor is authorized under these policies to reassign employees to temporary duty as deemed necessary and to execute payment for reimbursement of expenses. With proper prior approval from the Direct Supervisor, overnight stays are permitted for out of county travel and will be reimbursed according to policy or circumstance. If temporary duty leave results in temporary duty reassignment, the

employee's remuneration will be based on the Direct Supervisor's decision on the payment for job performed. For example, remuneration for employee training may be a daily rate less than the employees' normal rate of pay (\$100) per day - teachers and therapists; (\$50) per day - paraprofessionals.

## **2.21 Toxic Substances at Work**

Employees have a right to know about exposures to toxic substances in the workplace. Under the Florida Right-to-Know Law, Chapter 442, Florida Statutes, employers must provide employees with information about the toxic substances with which they work and train employees in safe handling practices and emergency procedures. A list of toxic substances is listed at each facility or hiring location.

## **2.22 Transfers**

Employees may request transfers based on vacancies. Employees who wish to transfer to a different work site during the school session shall submit a written request to their immediate supervisor for the specific vacancy being advertised. For a list of vacancies access the Our Children's website or contact the Direct Supervisor.

## **2.23 Vacancy Procedures**

All vacancies will be posted on the Our Children's website and/or can be obtained by contacting the Direct Supervisor. This information is updated frequently. An employee seeking a new position within the system is encouraged to contact the Direct Supervisor. Current employees are given priority consideration for all vacancies.

## **2.24 Weapons / Firearms**

It is the expressed policy of Our Children's that no weapons/firearms shall be taken on organization property, or property of contracted vendors, by anyone other than law enforcement personnel. All persons, including school personnel, violating the provisions of this policy while on Our Children's property or while providing services to contracted vendors wherever located, shall be immediately reported to the proper law enforcement authority. Employees violating the above provisions shall also be reported to the Board of Trustees and to the Professional Practice Commission/Department of Health. The executive director shall make a recommendation for disciplinary action, which may include suspension or dismissal.

## **2.25 Worker's Compensation**

If you are injured on the job, the Florida Worker's Compensation Law protects you. If you are hurt on the job, regardless of how slight an injury, report it to the administrator. You may think the injury insignificant at the time, but it could develop into something that requires medical care, and a staff incident report should be on file for you to receive treatment at a

designated health office specializing in occupational health. Contact your supervisor for specifics.

This benefit is provided by state statute, and there are rules and procedures both you, as the employee, and your employer must follow. Further, there are stiff penalties for fraud.

Our Children's provide safety equipment that must be used when engaging in certain activities. Be sure to use this protection because you could be penalized if you are injured while not doing so. A good example is a care seat belt, gloves, etc. Using it only protects you against injury but protects your rights under Worker's Compensation and your ability to recover from the responsible party.

### **2.25. A. Safety**

Our Children's has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve Our Children's equipment, employees must comply with the following requirements:

- Observe all safety rules
- Familiarize yourself with Our Children's critical incident plans/procedures and emergency preparedness protocols
- Keep work areas clean and orderly at all times
- Immediately report all accidents to their supervisor by completing the Incident Report Form.
- Operate only equipment or machines for which they have training and authorization
- All employees must wear their employee ID card while on Our Children's property.

Employees with questions or concerns relating to safety programs and issues should contact their immediate supervisor.

### **2.26 Classroom Security**

When leaving the classroom or other work areas at the end of the day, teachers are expected to turn out the lights, adjust the thermostat to 85 degrees, secure all doors and windows and lock doors. Additionally, all trash must be removed from the classrooms at the end of the day.

All staff should refrain from keeping personal items of value in or about their desks. Purses should never be left unsecured. Students should be instructed to leave valuables at home. Our Children's will not be responsible for the loss of or damage to personal property due to such causes as fire, theft, accident or vandalism.

### **2.27 Staff/Student Relationships**

Staff members shall maintain professional relationships with students at all times and develop wholesome and constructive relationships with them. Staff members shall be expected to regard each student as an individual and to accord each student the rights and respect that is due him or her.

Staff members shall promote a learning environment that encourages fulfillment of each student's potential in regard to his/her program, consistent with Our Children's goals and with optimal opportunities for students. This goal may be reached by adapting instruction to individual needs, by:

1. Insisting on reasonable standards of scholastic accomplishment for all students;
2. Creating a positive atmosphere in and out of the classroom;
3. Extending the same courtesy and respect that is expected of students;
4. Treating all students with consistent fairness.

Staff members shall use good judgment in their relationships with students beyond their work responsibilities and/or outside the school setting and shall avoid excessive informal and social involvement with individual students and parents. No employee may accept a gift of more than \$50.00. If a parent gives a gift in excess of \$50.00, please return it or donate the gift back to Our Children's. Accepting the money will be ground for dismissal. Any appearance of impropriety shall be avoided. Inappropriate relationships between employees and students shall be prohibited and will be grounds for immediate dismissal.

## **2.28 Tobacco-Free Environment**

Our Children's properties are smoke-free environments and do not allow the use of tobacco on any campuses. Compliance is expected and required. Violations of this policy will result in appropriate action being taken, the same as a violation of any other Our Children's policy.

Tobacco use is defined as the carrying or smoking of any kind of lighted pipe, cigar, cigarette, or any other smoking equipment or material or the chewing or sniffing of a tobacco product.

## **2.29 Use of Our Children's Property**

Our Children's provides you with necessary equipment, and materials to carry out the job assigned to you. If you are assigned any equipment or materials, it becomes your responsibility to exercise care in its operation. Personal use of materials, supplies, tools, or other equipment is not permitted. Violation could result in disciplinary action up to dismissal, criminal prosecution, or both.

## **2.30 Visitors in the Workplace**

All visitors are required to enter any facility through the main entrance. School visitors must show proper identification and be screened through the schools visitor management system, receiving a temporary ID badge, which must be worn while on campus.

Contractors and vendors on campus must display valid identification issued by the organization at all times while on campus. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the building office or contact the administrator in charge.

### **2.31 Gifts and Solicitation**

The Our Children's employees, volunteers or agents shall not accept, directly or indirectly, gifts or gratuities valued at more than \$50.00 from vendors or potential vendors which might influence or appear to influence purchasing decisions.

### **2.32 Political Activities**

Florida Statute 104.31 and Our Children's policy governs political activities of school public employees. Some things to remember are:

- (1) Political posters shall not be displayed in schools
- (2) Political literature shall not be distributed in schools or on school property
- (3) Solicitations for votes or contributions shall not be conducted in schools or on school property
- (4) Students shall not be required to distribute campaign literature
- (5) Employees shall refrain from participation in partisan politics on Our Children's property during the work hours. Our Children's employees shall not solicit support of any political candidate, partisan or non-partisan, during regular work hours. An Our Children's employee who offers him/herself as a candidate for public office shall notify the Executive Director/Superintendent immediately upon qualifying for election. He/she shall conduct his/her campaign so as not to interfere with his/her responsibilities. Personal leave without pay may be taken during the campaign period with approval from their Supervisor.

### **2.33 HIPAA Policy**

We are not required to agree to a restriction that you may request. We will review your request, and if we agree, we will comply with the restriction unless your information is needed for emergency treatment. We cannot agree to restrict disclosures that are required by law. We encourage you to discuss requests for restrictions with your doctor. You may request a "Health Information Restriction Request Form" from our privacy officer. You must complete, sign, and date the form. Your request must state to whom the restriction will apply, and it must specify the restriction requested.

**You can ask us to communicate with you by an alternate means or at an alternate location if the communication could endanger you.** We will agree to all reasonable requests. We may evaluate the reasonableness of your request by asking you for information about payments, alternative addresses, or other methods of contacting you. We may condition your request. Please make this request in writing to our privacy officer at the address on the back of this notice.

**You have the right to request that your doctor amend your health information.** You may request an amendment of your health information in a designated record set if you believe it is incorrect or incomplete. All requests must be in writing. In certain cases, we may deny your request for an amendment. For example, we may deny your request if we did not create the information, if the information is something you would not be permitted to inspect or copy, or if it is complete and accurate. If we deny your request, you have the right to file a statement of disagreement with us. We may prepare a rebuttal to your statement. Please contact the privacy officer if you have any questions about amending your information.

**You have the right to receive an accounting or list of certain disclosures we have made.** This right applies to disclosures for purposes other than treatment, payment, and healthcare operations as described in this notice. It also excludes: (i) disclosures that you have authorized; (ii) disclosures made directly to you; (iii) disclosures to family members or friends involved in your care; (iv) disclosures for national security or intelligence purposes; and (v) disclosures to law enforcement officials.

You have the right to receive information about disclosures that occurred after April 14, 2003. You must request this information in writing. Your request should state a timeframe for the disclosures. Your right to receive this information may be subject to certain exceptions, restrictions, and limitations.

**You have the right to obtain a paper copy of this notice.** Upon request we will send you a paper copy of this notice, even if you have agreed to accept this notice electronically.

#### ***HIPAA Notice of Privacy Practices***

If you have any questions about this notice, please contact our privacy officer at (863) 294-1429 or (863) 679-3338

#### **HOW TO COMPLAIN IF YOU BELIEVE YOUR RIGHTS HAVE BEEN VIOLATED**

We encourage you to send any complaints about our privacy practices to our Privacy Officer. To submit a complaint or for further information about the complaint process, contact the Privacy Officer, using the information found below. **We will not retaliate against you for filing a complaint.** You may also complain to the Secretary of the Department of Health and Human Services if you believe your privacy rights have been violated.

**This notice explains our privacy practices. It describes how Our Children's may use and disclose your health information. It will explain:**

- **How your health information will be used and disclosed;**
- **Your rights related to your health information; and**
- **How to complain if you believe your rights have been violated.**

*In this notice, Our Children's, may be referred to as "we," "our," or "us." We will protect your health information. Health information is information about you that may identify you and medical information, such as your symptoms, test results, diagnoses, treatments, and plans of care. We are required to abide by the terms of this notice. However, we may change our*

*notice at any time. Any new notice will be effective for all health information maintained at the time of the change. Upon your request, we will provide you with a copy of any new notice. The new notice will also be posted at our business locations.*

## **USES AND DISCLOSURES OF HEALTH INFORMATION**

Your health information may be used and disclosed by your doctor, our support staff, and others who are involved in your care. Your health information may be used and disclosed for a number of reasons. This notice explains those reasons and gives some examples of the types of uses and disclosures. The examples are not meant as a total list, and they do not explain all of the ways we might use and/or disclose information.

**Treatment:** We will use and disclose your health information to provide and coordinate your healthcare and any related services you may require. This includes the coordination and management of your care with a third party, such as a hospital or home health agency. We will also disclose health information to other doctors and their staff who may be caring for you. We may disclose your health information to a referring doctor or laboratory that may be involved in your care to assist your doctor with your diagnosis or treatment.

**Payment:** Your health information will be used, as needed, to obtain payment for the healthcare services you receive. This may include certain activities that your health insurance plan requires before it will approve or pay for services that we recommend, such as approving a hospital admission or approving certain medical equipment, like a wheelchair.

**Healthcare Operations:** We may use or disclose health information, as needed, to support our business activities as they relate to your health care. These activities may include, but are not limited to, quality assessment, employee and physician review, training students, and limited marketing.

For example, we may disclose your health information to healthcare students working with patients within our offices. We may use a sign-in sheet at the registration desk, asking you to provide us with your name and the name of the doctor. We may call you by name when your doctor is ready to see you. We may also use or disclose your health information to remind you of an upcoming appointment.

We may share your health information with third parties who provide services or functions that are essential to their business. These third parties are called “business associates,” and include billing agents or transcription services. We will make sure that all business associates have signed a written contract that will protect the privacy of your health information. We may use or disclose your health information, as necessary, to provide you with information about treatment alternatives or other benefits that may be of interest to you. We may disclose your health information for some marketing activities. For example, your name and address may be used to send you a newsletter about special healthcare services that we offer. We may send you information about products or services that we believe may be beneficial to you. You may request that these materials not be sent to you by writing to our Privacy Officer at the address on the back.

**Others Involved in Your Healthcare:** We may disclose your information to a family member, a close friend, or any other person you identify. This may include telling a family member about your location, general condition, or death. In the event of a disaster, we may provide information about you to a disaster relief organization so they can notify your family

of your condition and location. If you are not present or able to object, then your doctor may use his or her professional judgment to decide whether the disclosure is in your best interest.

**Emergencies:** We may use or disclose your health information in an emergency situation. If this happens, your doctor will try to obtain your consent as soon as reasonably possible after the delivery of treatment. If your doctor or another doctor is required by law to treat you and the doctor was unable to get your consent, he or she may still use or disclose your health information to treat you.

**Communication Barriers:** We may use and disclose your health information if we attempt to obtain your consent, but we are unable to do so because of a substantial communication barrier. In this case your doctor will use professional judgment to decide whether you would consent.

**Required by Law:** We may use or disclose your health information but to the extent that the disclosure is required by law. The use or disclosure will be made and limited in accordance with the law.

**Coroners, Funeral Directors, and Organ Donation:** We may disclose health information to a coroner or medical examiner for identification purposes or other duties as required by law. Health information may also be used and disclosed for organ, eye, or tissue donation purposes.

**Research:** We may disclose your health information to researchers. Federal rules govern these disclosures and require your authorization or the approval by an appropriate board that has reviewed the research and documents. We will act in accordance with federal rules related to disclosing information for research purposes.

**Military and National Security:** We may disclose the health information of armed forces personnel if authorized by military command authorities. We may also disclose your health information to authorized federal officers for conducting national security and intelligence activities.

**Workers' Compensation:** We may disclose your health information to comply with Workers' Compensation laws and other similar worksite programs.

**Uses and Disclosures Based Upon Your Written Authorization** Other uses and disclosures of your health information will be made only with your written authorization. You may give, amend, or revoke your authorization at any time, in writing. You may not revoke to the extent that your doctor has already taken action in reliance on it. For more information about authorizations, please talk to your doctor or contact the privacy officer.

## **YOUR RIGHTS**

Below is a statement of your rights with respect to your health information and a description of how you may exercise these rights.

**You have the right to inspect and copy your health information.** This means that you may inspect or copy part or all of your health information that is contained in a designated record set for as long as we maintain that information. A "designated record set" contains medical and billing records.

Under federal law, you may not inspect or copy the following records: (i) psychotherapy notes; (ii) information compiled for use in a civil, criminal, or administrative action or proceeding; and (iii) health information that is restricted by another law.

You may submit your request to inspect and copy particular information to our privacy officer at (863) 294-1429 or (863) 679-3338. You may also request a summary of your information.



If your request is accepted, you may be charged a reasonable, cost-based fee. If your request is denied, you have a right to have this decision reviewed. Please contact our Privacy Officer if you have questions about any request that may be denied.

**You have the right to request a restriction on the release of your health information.**

You may ask us not to disclose part of your health information for the purposes of treatment, payment, or healthcare operations. You may also ask us not to disclose at any part of your health information to family members or friends who may be involved in your care and who may ask for the information for notification purposes.

### **Section 3 Payroll Information**

#### **3.1 Additional Work**

##### **Will I be paid for additional work and overtime?**

It depends on whether or not the additional work is related to your regular job function and whether you have your supervisor's approval prior to working any additional hours. Also, whether or not you receive additional compensation depends on whether or not you are classified as "Overtime Exempt" or "Overtime Non-Exempt" under Wage and Hour Law. If you are Exempt, you **will not** receive additional compensation for work related to your regular job functions.

##### **Exempt Positions**

Directors	Marketing/Public Relations/Grant Manager
Teachers	Behavior Analysts
Fully Licensed Therapists	Admissions /Case Manager
Mental Health Counselors	Registered Nurses
Office Managers	

##### **Non Exempt Positions**

Paraprofessionals	LPN	Facilities/Maintenance Workers
Administrative Assistants	Secretaries	Food Service

**If you are Non-Exempt, you must have prior approval of your immediate supervisor before you actually work outside of your normal planned working time.** If the additional work is outside of the realm of your regular job, and you have received proper approval in advance, you will be compensated for the work at the rate of pay associated with the job you are performing. As an example, a teacher/therapist may work at night in a therapy position and be compensated at a set hourly rate different from her normal hourly rate assigned to her daytime job or paraprofessionals, secretaries, therapists and teachers may be involved in weekend inservice training and be compensated at an inservice rate. This rate may be less than the employees' regular rate. Professional therapists and teachers may attend inservice training and seminars on the weekend, but will not receive

salary compensation.

### **How will I be paid for my additional work?**

An employee's normal daily working hours on scheduled workdays is referred to as Planned Working Time. Employees who fall under the Overtime Non-Exempt category (employees who are covered by Wage and Hour Law) will be compensated for time worked outside of their planned working time. Hours worked at the employee's regular job and outside of Planned Working Time will be paid as **Additional Time** at the employee's regular hourly rate of pay. Hours worked at the regular job in excess of 40 hours in a work week, will be paid as **Overtime .5x**, at one and one-half the employee's regular hourly rate of pay. (The work week begins Monday at 12:00 am (Midnight) and ends Sunday at 11:59 pm.) For example, a paraprofessional works 42 hours will receive regular compensation equal to 40 hours (Base Rate) at her straight time hourly rate, plus 2.0 hours (Overtime 1.5x) at one and a half her hourly rate.

Hours worked at a job, which is not related to the employee's regular job, may be compensated at a special hourly rate of pay and employee is compensated at a special rate of pay which may be less than the employee's regular rate of pay. Those employees in exempt positions are not required to be compensated as they are salary employees and it is considered as part of their job.

If an employee (such as a therapist) works on the weekend or during the week at a location that is not their regular employment and they have or will work their 40 hours, they may be compensated as an independent contractor and paid a flat hourly rate or at a rate per 15 minute unit when direct services are provided.

### **Volunteer Hour Request**

The Our Children's consists of private non-profit organizations. The Administration and Board of Trustees gives every employee the opportunity to volunteer at various events. It is suggested that all employees volunteer a minimum of 25 hours per year to help with fundraising events. Christmas families, public relation gatherings, school work days, etc. Every teacher/therapist must attend every parent teacher meeting, other employees are encouraged to sign up for specific events. (See attached Volunteer Sheet). Volunteer hours are aggregated and become very important when applying for grants and when raising money for specialized programs that benefit our children. The board and administration are very grateful and appreciate the time staff helps with our events.

## **3.2 Payment Schedule**

Checks are distributed on Friday, every other week. Pay periods have designated start and end dates. Employees should check with the HR/Payroll Manager to determine when they will receive their first check and the amount of time they worked in the pay period.

Paychecks for employees are subject to mandatory payroll deductions for social security tax, Medicare tax and federal withholding tax, based on Forms W-4 and the tax tables furnished by the Internal Revenue Service.

### **Work Hours**

An employee's work hours will be determined by the supervisor in order to properly meet the needs of the school. Be sure to discuss work hours with your supervisor before you begin work.

### **Breaks\***

Supervisors permit breaks during the normal workday. Every employee is provided 25-30 minutes for lunch and must take that time each day.

Employees' lunch periods should be scheduled so that there is always adequate coverage in the classroom. Thirty minutes for lunch will be deducted daily for non-exempt employees.

### **Holdback**

#### **What is holdback?**

Holdback is for employees who work less than twelve (12) months. The overall intent is to give employees as close to twenty-six equal payments as possible.

For most pay periods, employees will earn more than they will be paid. The difference between what is earned and what is paid is referred to as "holdback". When holdback is deducted from earnings, it is added to a "holdback balance" which is calculated by the Payroll Manager. The holdback balance accumulates throughout the school year so that it can be drawn upon in Thanksgiving, Winter Holidays, Spring Break and summer.

### **3.3 Payment of Unused Leave of Termination / Retirement**

If your employment is terminated prior to the end of the school year, your PTO balance will be adjusted to the amount you have actually earned. Professional staff should give 60 + day notice and clerical staff are encouraged to give a 30 + day notice, but are required to give a minimum of 2 weeks. Accrued PTO time will be paid per the payout schedule previously outlined provided proper notice in accordance with this policy was given in writing. You do not accrue PTO during your notice period and you may not use PTO time during your notice period.

### **3.4 Payroll Deductions**

Deductions can be taken from employees' paychecks to cover items such as health and life benefits, supplemental insurance coverage provided by outside carriers, charitable contributions to the Our Children's, court ordered garnishments, and Tax Sheltered Annuities, fines/penalties for late submission of reports, or to replace curriculum and/or tests checked out to staff. Board sponsored health and life coverage will be provided to employees upon employment and again each year during the open enrollment process. Other deductions are arranged between the employee and the company providing the insurance coverage or services.

A Payroll Deduction Authorization Form should be given to the payroll secretary at the school indicating the amount of the monthly deduction with the employees' signature evidencing authorization of the deduction.

When deductions start is subject to the payroll deadline each payroll period.

Benefits are available to employees who work more than 30 hours per week.

## **Section 4 Benefit Information**

### **4.1 Health Insurance**

Our Children's will be providing health insurance coverage for all eligible/interested employees. You may purchase coverage for your spouse/domestic partner (this person must have lived with employee for 12 months) for children, and civil partner (documentation of living together 12 months or more).

### **4.2 Life Insurance**

Our Children's will be providing term life insurance coverage for all employees.

### **4.3 Supplemental Benefits**

We also have information available for supplemental benefits (cancer, long-term care, hospitalization, accident, dental, etc.) that you may wish to purchase. For additional information, please contact the Office Manager.

## **Section 5 Employee Policies & Procedures for Students**

### **5.1 Bullying**

Our Children's is committed to creating a healthy and safe learning environment for all students that is free from bullying and harassment. All employees are expected to model and support a school culture that promotes positive interactions and respect for others. Bullying is more specifically addressed in the Code of Student Conduct, Section 6.07

Bullying:

- Is aggressive behavior or intentional harm doing;
- Can be physical, verbal, emotional, or sexual;
- Is carried out repeatedly over time;
- Occurs within an interpersonal relationship characterized by an imbalance

of power.

Staff members who witness or become aware of bullying will immediately intervene in the following manner:

- Establish the safety of the victim of bullying;
- Complete an Incident Report
- Report to administration

## 5.2 Child Abuse Reporting

When school personnel suspect child abuse and/or neglect, the law requires the following:

**The suspected child abuse and/or neglect will be reported immediately to the Florida Abuse Registry, 1-800-962-2873.**

Return the "Notice of Referral to Child Abuse" anonymously to your school administrator immediately before or after calling the Child Abuse Registry at 1-800-962-2873. The forms are located with administration or designee.

## 5.3 Code of Student Conduct

Our Children's Code of Student Conduct revolves around a Positive Behavior Management System. Under the supervision of a Behavior Analyst, students needing behavior plans are monitored continuously, and data collection is in order to update and tweak student behavior by certified Behavioral Analysts to reflect students' next steps in their chain of progress.

## 5.4 Compulsory School Attendance

Florida statute requires all students, ages 6-16, to attend school. Students are considered truant if they have 5 unexcused absences within a 30-day calendar period or 10 unexcused absences within a 90-day calendar period. Truancy should be reported to the Direct Supervisor of your school.

Florida law defines "habitual truant" as a student who has 15 or more unexcused absences within 90 calendar days **with or without** the knowledge or consent of the student's parent or guardian, and who is subject to compulsory school attendance.

When a student is continually sick and repeatedly absent from school, the student must be under the supervision of a doctor in order to receive an excuse. The doctor's statement should confirm that the student's condition requires absence for more than the number of days permitted by the district school board policy.

## 5.5 Critical Issues

Our Children's recognizes that a student in or out of the classroom may raise questions concerning various critical issues. It is important that personal values and opinions not be shared with students. The primary goal is to teach students traditional values such as respect, trust, honesty and kindness. Students need to understand and decide the best healthy behavior for one's mind body and soul. The Florida Legislature as the expected standard advocates abstinence for all school-aged children and youth (Division of Statutory Revision, 1996). **Students should always be encouraged to discuss critical issues with their parents or guardians, especially in the areas of personal/family values and morals.**

## **5.6 Ethics in Education Act**

Senate Bill 1712 titled “Ethics in Education Act” was created and signed by Florida Governor Crist on July 1, 2008. Florida Statutes, Section 112.2173 is amended to allow the forfeiture of retirement benefits for the conviction of a felony as defined in Section 800.04 of the Florida Statutes (lewd and lascivious offenses committed upon or in the presence of persons under 16), or Chapter 794 of the Florida Statutes (unlawful sexual activity with certain minors.)

Any employee found to be guilty of such crimes will be terminated immediately and the proper procedures for forfeiture of teaching credentials will be initiated by school administration with the Florida Department of Education.

Any staff member or administrator who is aware of such actions by another Our Children’s employee and does not inform his or her immediate supervisor/Direct Supervisor will be immediately terminated.

## **5.7 Medication Administration**

Our Children’s will follow the guidelines of medication administration, which can be found in the Student Code of Conduct. Employees who bring prescription medicine with them to work must keep them out of reach of the students. Preferably, staff should lock these items in a secured location. If an employee has a student attending the school, he or she should follow the procedures outlined in the Student Code of Conduct.

## **5.8 Student Threats of Harm to Others**

Report immediately any threats of harm to others, including employee threats to other employees and the school, or threatened violent acts to the Direct Supervisor or executive director.

## **5.9 Parents Working for Organization After the Student Enrolls**

Once a student is enrolled, the parent may not be hired for a position at the school their child attends. The parent or guardian of that student may be hired to work at an alternate campus or to drive a bus.

*Our Children's*

**Appendix I**  
**Needs Assessment**

## ADDENDUM 4: Sarasota County: Needs Assessment

### 1. Statement of Need:

A. Why is there a need for this type of school?

Based on the Florida Department of Education Information and Accountability Services Report entitled *Membership in Exceptional Student Educational Services for 2012 – 2013*, Sarasota County School District's total ESE disabled population was 6,161. A break out of Sarasota County School District's numbers of the student populations' primary exceptionality, who would benefit from both a therapeutic and academic model of education, is found below.

Table 1.

<b>SLD</b>	<b>OI</b>	<b>SI</b>	<b>LI</b>	<b>DEAF</b>	<b>V E</b>	<b>EBD</b>
2782	53	640	404	54	17	429
<b>ASD</b>	<b>HH</b>	<b>TBI</b>	<b>DD</b>	<b>OHI</b>	<b>ID</b>	<b>Total</b>
447	19	13	224	253	285	5620

Retrieved from <http://www.fldoe.org/eias/eiaspubs/pubstudent.asp>.

Although the district offers ESE services through the regular school system and ESE Centers to meet those students who have more challenged needs, an integrated therapeutic/ academic model is not an entity offered through the public system.

B. Explain why the charter school model is an appropriate vehicle to address this need.

In order to deliver an innovative service model ESE student which encompasses both therapeutic and academic interventions, a charter school venue may prove to be the first avenue of exploration for this particular population. Initially charter schools were developed to meet the demands of competitiveness for services not offered to the mainstream. However, since their inception, charter schools have taken off in a different vein, extracting higher performing students from the public schools and leaving the lowest performing for the system to manage.

This model is one of the most honorable programs for charter schools and lies out of the mainstream of charters; causing former forms to become riddled with misunderstanding because of lack of knowledge. Please see data within the charter application to acknowledge growth for this ESE population. ESE students, when taught and offered therapies within a relevant setting, make gains just as regular standard curriculum students in relevant learning environments. However, setting outside the norm of "pull out" therapies is one not easily understood by many.

*Explanation: Provide recognition of potential opportunities to improve service and expand choices for students and parents.*

This model can be expanded to many of the communities within the county as shown in the tables above.



## **2. School Demographics:**

A. Describe the community or region where the school will be located.

Sarasota, Florida. The exact location within the county has not been determined.

B. Why was this location selected?

The school district of Sarasota has a highly, regarded scholarly reputation, which is shared by Our Children's leadership. Sarasota boasts one of the highest ratings in their ESE cell based on the Elementary and Secondary Education Act (ESEA) in the state of Florida: i.e., from 2011 to 2013 scoring 37, 36, and 34 % respectively. As Our Children's moves forward, desiring to build quality programs for special needs students, Sarasota County's quality of leadership lures our organization. Although the rigor may be labor intensive, the hope of growing into an even stronger research based program is enticing.

Are there other locations suitable to the needs and focus of the school?

Possibly, but not because they are better; just because the population would be available with clientele.

Describe any unique demographic characteristics of the student population to be served, including primary languages spoken. Explanation: Provide a description of the students to be served and the community in which the school will be located.

The primary characteristics of this population is the label of exceptional student education as a primary exceptionality or as SWD. Within the Sarasota area, in elementary and middle school alone, students who are diagnosed with learning disabilities numbered 5620 in 2012-2013. (See table 2 above.) Surrounding community populations also substantiate the need which would warrant the charter school. ESE disorders are : Autism Spectrum Disorders, Cerebral Palsy, Organic Syndromes of various types, Hearing Impaired, Visually Impaired, Developmentally Delayed, Attention Deficit Disorder, Attention Deficit Hyperactivity Disorder, Cancer, Burns, Spina Bifida, or any other condition that renders a child physically impaired to the degree which interferes with ambulation and other movements needed to complete daily activities, or communicatively impaired which prohibits effective communications or who would benefit from specialized interventions both clinical and/or technological, or children who demonstrate significant difficulties with appropriate behavior and interpersonal skills secondary to sensory \_integration deficits or other etiologies. Students may require routine noninvasive medical needs, which may be monitored daily.

## **3. District Relations/Evidence of Support:**

A. What efforts will be implemented to maintain a collaborative relationship with school district?

Every effort will be made to maintain a collaborative relation with the district in order to meet the demands and needs of the students, the school board, the community and the work force. Students with disabilities are viable individuals within their schools and within the workings of their communities, and the opportunity to allow them to become productive members that contribute to their neighborhoods after the educational system has undergirded their development are paramount to the financial structure of our society. The students are at the heart of this endeavor; although this is often said, the data shows the relevancy of offering services to this population can offer our communities adults who can become productive members based on their heart's desires.

B. Convey the scope of community backing for the proposed charter school and its founding coalition.

At this juncture, the primary evidence is the current honor bestowed on the Our Children's establishment by Grace Lutheran Church in Winter Haven, Florida. Although Our Children's purchased one of Grace's schools, the spiritual renewal and support of Our Children's belief in the mission and vision for ESE students was validated through this process. In addition, past Board Chairs of the Our Children's legacy: Marion Moorman, retired Public Defender, Sue Bentley, wife of Judge Randall Bentley, Doug Lockwood, attorney Peterson and Myers, Chair of Winter Haven Education committee, past Chamber President, all of Polk County, have not relinquished their support for this program. During the summer of 2014, Civic leaders throughout the city of Winter Haven recommended Our Children's Organization to participate in a new community promotional campaign where selected businesses are prominently displayed by means of a video on the city's website. Whether it is across the district or across the state, leaders are eager to meet the needs of students with disabilities; the evidenced student data results based on state assessments and the continued support of the founding coalition will not allow it to be placed asunder.

*Explanation: Document efforts to foster open communications with local school districts; evidence that the founders inspire the confidence of their targeted community; evidence that the program provides an attractive educational alternative to students and parents, and evidence that the breadth of community support extends beyond the core group of founders.*

*Our Children's*

**Appendix J**  
**Code of Conduct**



APPENDIX J: CODE OF  
CONDUCT

OUR CHILDREN'S CHARTER



## PHILOSOPHY OF DISCIPLINE

The primary goal of Our Children's is to ensure that each student achieves at the highest possible level. Education is to be provided in a manner that does not discriminate or cause harassment on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, disability, sexual orientation, or social and family background. In order for this to be accomplished:

Every school staff member will strive to create a positive, safe environment that encourages and supports student success. Our Children's is built on the philosophy of therapeutic and academics that facilitate students' learning. Therefore, underlying causes for misbehavior will always be explored, and students functional behavioral plans will , positive redirection will occur and acceptable alternative behaviors will be taught. Such redirection may involve a collaborative effort of school, community and parents/guardians.

It is the objective and policy of Our Children's to recognize, preserve and protect the individual rights of all students; and, at the same time, to encourage and enforce the exercise of these rights within the framework of an orderly and efficient school program. Within this framework, the administrative staff, and the faculty must prevent and to prohibit student conduct that becomes dangerous, disruptive or destructive, and therefore endangers the proper maintenance and function of the school program. Staff members are expected to model core value behaviors that set an example for students. It is expected that all disciplinary measures will be conducted in a manner that is respectful to the student and preserves that student's dignity wherever possible. It is the expectation that each student will behave in a manner that does not threaten, interfere with, or deprive other students of their right to an education and will accept responsibility for their behavior. An effective school environment must be safe and free from disruption. Progressive discipline utilizing corrective strategies that consider the student's age, exceptionality, previous conduct, probability of a recurring violation, intent, attitude, and severity of the offense shall be utilized in all instances.

Our Children's further recognizes that students are protected and have certain rights extended to citizens under the United States Constitution and its amendments; and that these rights cannot be abridged except in accordance with the due process of law. Therefore, in order to clarify the guidelines of student behavior in the schools and establish procedures to be followed, the *School Board has adopted the Code of Student Conduct*. The Code shall be mandatory and applied in a manner that is consistent with this philosophy of discipline. Individual schools may adopt additional regulations governing actions not covered by the Code, but such additional regulations may neither substitute for nor negate any Code provisions unless approved through the School Board waiver process. It is essential that all students, their parents/guardians, teachers, support staff and administrators understand and abide by the *Code of Student Conduct*.

## EQUITY STATEMENT

Our Children's shall maintain a learning environment free from discrimination and harassment based on race, color, national origin or language spoken, religion, sex, marital status, age, genetic information, disability or homelessness, or other basis prohibited by law. Students shall not be excluded from participating in any educational program or activity provided in the public schools of Our Children's based on race, color, national origin or language spoken, religion, sex, marital status, age, genetic information disability or homelessness, or other basis prohibited by law.

If you have any questions with regard to discrimination or harassment, please contact the Executive Director at (863) 294-1429.

If you have any questions regarding Individuals with Disabilities Education Improvement Act (IDEIA) or Section 504 of the Rehabilitation Act of 1973, you may contact the Director of Exceptional Student Education at your local school district office. Written questions may be forwarded to: Our Children's, 150 Avenue B, and SE, Winter Haven, FL

## STRATEGIES FOR STUDENTS TO DEMONSTRATE MODEL STUDENT BEHAVIOR

In order to create a safe learning environment to ensure academic success, the parents, students and the school must work together. When schools and communities work together in a joint effort, students continue to make progress. Communication is key to this success. When parents contact a teacher/school they can expect a response. In addition when the teacher/school contacts the parent it is expected that the parent respond to the school. The strategies listed below can be utilized in a classroom as well as at home in assisting students in demonstrating model student behavior:

### Clear Expectations

- Posting age appropriate classroom/home rules utilizing pictures and/or words
- Scheduling a daily homework/practice time.
- Designating a location at home for schoolwork to be completed
- Reminding students before they go off to school of what the parent expects
- Teachers provide daily reminders in opening activities or at the beginning of the period about classroom expectations
- Asking daily questions about what happened at school
  - What did you learn today?
  - What did you do in class today?
  - How was the bus ride to and from school?

### Role Playing (a scenario on how a student should respond to a given situation)

- Utilize other students in the classroom to role play
- Utilize family members and/or neighborhood friends to role play
- Utilize social stories

### Deescalating Techniques

- Take a deep breath
- Think before you act
- Count to ten

### Peer Role Models

- Mentoring
- Sitting by a positive role model
- Providing assistance to other students in the class
- Homework help at home with other peers

### Positive Reinforcement

- Look for the positive in all students
- Find something good to say
- Positive verbal praise
- Certificates/Ribbons/Incentives
  - Behavior Management System utilizing both school and home
    - Point system
    - Treasure box (both home and at school)
    - Tickets
    - Daily rewards/weekly rewards/monthly rewards/nine-week rewards
- Home note/e-mail/phone
- Ignoring some behaviors
- Cue the student using an identified word or a look prior to the student demonstrating behaviors he/she should avoid
- Addressing behavior individually with student instead of in front of others

### Sensory

- Provide breaks
- Vary instruction/activities

## **NOTIFICATION OF RIGHTS:**

### **AFFORDED BY THE INDIVIDUALS WITH DISABILITIES EDUCATION IMPROVEMENT ACT (IDEIA) AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The following is a description of the rights granted by federal law to students with handicaps. The intent of this summary is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. You have the right to:

1. Have your child take part in, and receive benefits from, public education programs and activities without discrimination because of his/her handicapping conditions.
2. Have your child evaluated to determine if he/she is a qualified individual requiring accommodation necessary to provide access to educational programs. You have the right to receive notice in respect to such identification, evaluation, and placement of your child.
3. Review relevant educational records under the Family Education Rights and Privacy Act (FERPA).
4. Have your child receive a free appropriate public education. This includes the right to be educated with nondisabled students to the maximum extent appropriate. It also includes the right to have the School District make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Disagree with the decisions reached by school personnel regarding necessary accommodations for access to educational programs. You may submit a written grievance to the 504 Coordinator or request an impartial hearing. You have the right to be represented by counsel at an impartial hearing.
6. File a complaint alleging any action prohibited under Section 504 of the Rehabilitation Act of 1973 with the U.S. Department of Education Office for Civil Rights ("OCR"). Information regarding the filing of such a complaint is available from the Director of Exceptional Student Education.

If you have any questions regarding the Our Children's compliance with the IDEIA or Section 504, you may contact the Executive Director at 863-2294-1429



## **NOTIFICATION OF RIGHTS:**

### **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

Dear Parent,

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age (“eligible students”) certain rights with respect to the students’ educational records. They have the right to:

1. Restrict the release of Directory Information, which includes name, address, telephone (if it is a listed number), participation in officially recognized activities and sports, degrees and awards received, and the most recent previous educational agency or institution attended. If you do not want this information released, please complete the Directory Information Opt-Out Form (Appendix A) and return it to the school within thirty (30) days after the first day of classes.
2. Restrict the release of a student’s name, address, and telephone listing to military recruiters and institutions of higher education as required by federal law. This request applies to our students in the senior high schools. The Our Children’s is required to advise you of this requirement and afford you the opportunity to notify the school if you do not want this information disclosed to the military recruiters and institutions of higher learning. If you do not want this information released, please complete the Directory Information Opt-Out Form (Appendix A) and return it to the school within thirty (30) days after the first day of classes.
3. Inspect and review the student’s educational records within thirty (30) days of the day the school receives a request for access. Parents or eligible students should submit a written request to the leadership that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected. Copies of records may be requested and obtained.
4. Request the amendment of the student’s educational records that the parents or eligible students believe are inaccurate, misleading, or inappropriate. Parents or eligible students may ask the Our Children’s to amend a record that they believe is inaccurate, misleading, or inappropriate. A written request to the leadership team should clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the leadership decides not to amend the records as requested, the parents or eligible students will be notified of the decision and advised of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parents or eligible students with notification of the right to a hearing.
5. Consent to disclosures of personally identified information contained in the student’s educational records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the Our Children’s as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel). A school official has a legitimate educational interest if the official needs to review an educational record in order to fulfill his or her professional responsibility. Upon request, Our Children’s discloses educational records without consent to the officials of another school district or postsecondary institution in which a student seeks or intends to enroll.
6. File a complaint with the U.S. Department of Education concerning alleged failures by the Our Children’s, to comply with the requirement of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, DC 20202-4605

## **NOTIFICATION OF RIGHTS:**

### **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

Procedures for accessing student records:

Upon written or verbal request by the parent or adult student to have access or a representative to have access to their Permanent Cumulative Record, these procedures shall be followed:

1. Parent and/or adult student will be given an appointment date and time within fifteen (15) school days of the request. The Parental Permission for Release of Information or Request for Review of Student Information form will be used for this purpose and placed in the cumulative record folder.
2. Parents only have the right to inspect and review records of their child and adult students have the right to inspect and review their own records. If the records include information on other students, the District will attempt to delete information of the other students. If this is impossible, the District will inform the parents of the information requested.

If the parent/guardian of a student or adult student believes that the educational information is inaccurate, misleading, or in violation of their privacy, they shall be provided an opportunity for correcting, deleting, or expunging such information.

Procedures for amendment of records:

1. An informal meeting is scheduled at the school with the proper administration.
2. If agreement is reached at the informal meeting, it shall be reduced to writing and signed by the parent/guardian or adult student and placed in the student's proper school record. This written agreement shall only indicate that the record has been corrected, deleted, or expunged and dated.
3. If the decision is that the records are not inaccurate, misleading, or otherwise in violation of privacy, the parent/guardian or adult student has the right to place in the education record a statement commenting on the information and any reasons for disagreeing with the decision.
4. If no agreement is reached, an appeal may be taken to the Superintendent or his/her designee. The Superintendent will schedule a formal hearing date no later than fifteen (15) school days after receiving the parent's appeal.
5. The parent will be notified in writing of the time, place, and date of the formal hearing at least five (5) days prior to the formal hearing. The parent will be given a full, fair opportunity to present evidence and, at his or her own expense, be represented by one or more individuals including an attorney.
6. The Superintendent or his/her designee shall make a decision in writing within ten (10) days after the formal hearing. This decision will include a summary of the evidence and the reasons for the decision.
7. If no agreement is reached with the Superintendent or his/her designee, the decision may then be appealed to the School Board.

Parents have the right to consent to disclosure of personally identifiable information contained in their student's educational records, except to the extent that FERPA and state statute permits disclosure without consent.

Parents have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA (Family Educational Rights and Privacy Act of 1974).

Educational records may be disclosed to school officials determined to have a legitimate educational interest. A listing of what constitutes a school official and what constitutes a legitimate educational interest is available from any school.

Records will be forwarded to another school district in which a student seeks to enroll.

## NOTIFICATION OF RIGHTS:

### NONDISCRIMINATION STATEMENT

The Our Children's, Florida, prohibits any and all forms of discrimination and harassment based on race, color, sex, religion, national origin, marital status, age, homelessness, or disability or other basis prohibited by law in any of its programs, services, activities or employment.

#### To file a complaint, please contact:

Equity & Compliance  
1915 South Floral Avenue  
P. O. Box 391  
Bartow, FL 33830  
863-534-0513 or 51334  
Fax: 863-534-0737

### PROTECTION OF PUPIL RIGHTS AMENDMENT (PPRA)

The **Protection of Pupil Rights Amendment (PPRA)** affords parents certain rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

***Consent*** before students are required to submit to a survey that concerns one (1) or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education –

1. Political affiliations or beliefs of the student or student's parent.
2. Mental or psychological problems of the student or student's family.
3. Sex behavior or attitudes.
4. Illegal, anti-social, self-incriminating, or demeaning behavior.
5. Critical appraisals of others with whom respondents have close family relationships.
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers.
7. Religious practices, affiliations, or beliefs of the student or parents.
8. Income, other than as required by law to determine program eligibility.

#### ***Receive notice and an opportunity to opt a student out of***

1. Any other protected information survey, regardless of funding.
2. Any nonemergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings.
3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

#### ***Inspect, upon request and before administration or use***

1. Protected information surveys of students.
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes.
3. Instructional material used as part of the educational curriculum.

These rights transfer from the parents to a student who is 18 years old or an emancipated minor under state law.

#### **Parents who believe their rights have been violated may file a complaint with:**

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, D.C. 20202-5901

## **McKinney-VENTO HOMELESS EDUCATION ASSISTANCE ACT**

If a student lives in any of the following situations:

Sharing the housing of others due to loss of housing or economic hardship

Living in a motel or hotel due to loss of housing or economic hardship

Staying in a shelter; emergency or transitional

Substandard housing; without electricity, running water, health code violations, lack of cooking capabilities, etc.

Sleeping in a car, campground, park or public space

(Whether the student resides with his/her legal parent or guardian or not)

Then, the student may have the following rights or protections under the McKinney-Vento Homeless Education Act:

To go to school, no matter where the student is currently living

To be immediately enrolled in school even if student lacks a permanent address lacks proof of residency or other documents.

To continue enrollment in the student's school that he/she attended before becoming homeless, or the school for which the student is currently zoned.

To attend classes while the new school secures previous school records.

To continue to attend classes while dispute is being heard and resolved, in case of an enrollment dispute.

To request assistance with transportation to school of origin.

To participate in school programs with students who are not homeless.

To receive free lunch.

## TECHNOLOGY ACCEPTABLE USE

Our Children's offers access to network resources and the Internet. The use of the network and the Internet must be in support of educational and professional activities that are consistent with the educational goals and policies of the Our Children's School Board. The user is responsible at all times for its proper use. Superintendent or designee may examine files to determine if a user is acting in violation of any district policies, including the Student Code of Conduct. Failure to comply with these policies may result in disciplinary action, legal action and/or cancellation of access.

Students have the privilege of using school/district computers, which include the internet, unless said privilege has been revoked in writing by parental opt-out form or suspension of privileges for violations of Student Code of Conduct. Access to and the use of school/district computers shall be under the direction of a school staff member and monitored as an educational activity. Although a conscious effort is made to deter access to materials that are inappropriate in the school environment through the use of Internet filters, no safeguard is foolproof. **Students are responsible for avoiding access to inappropriate material and reporting incidents should they occur.** Disciplinary action shall consist of any combination of consequences as listed in the Student Code of Conduct Section 5.09 Computer Misuse and the Technology Acceptable Use Policy.

Students should take precautions to protect access to their account(s) and must not compromise the privacy of their password by giving it to others or exposing it to public view. All security issues should be reported to school staff immediately.

Prohibited use includes, but is not limited to:

1. Violations of federal, state and local laws and regulations regarding:
  - a) Copyrighted and/or trademarked material
  - b) Threatening, obscene or profane material
  - c) Licensing agreements
  - d) Plagiarism
2. Vandalism, which is defined as a malicious attempt to harm or destroy network resources, data of another user, the Internet, or other networks. This includes the creation of, or uploading of, computer viruses on the Internet or host site;
3. Use of the Internet or network for financial gain or illegal activity of any description;
4. Unauthorized use of another individual's network access including use of another individual's network username and password;
5. Consuming large amounts of bandwidth, resulting in disruption of the network, including but not limited to:
  - a) Network/Internet games
  - b) Streaming video and audio
  - c) Non-educational teleconferencing
  - d) Downloading very large files without prior approval of technology staff
6. Hacking or any attempt to gain access to networks, including but not limited to:
  - a) Browsing networks to obtain IP addresses and other network information
  - b) Accessing the networks without prior authorization
  - c) Using network resources or other resources with the intent of preventing or interfering with the transmission of voice, data, pictures, or anything that can be transmitted over the network
  - d) Trespassing on others' work, files or folders, and attempting to, or taking action to access, modify, harm or destroy data of another user
7. Circumventing proxy servers, firewalls or other filtering software.

**Electronic Communication** includes, but is not limited to, email, blogs, podcasts, discussion boards, web sites, video conferencing, virtual classrooms, and any other online collaboration tools.

Sharing of student information, including but not limited to: home address (es), phone number(s), social security number, full name of family members or other personal information is prohibited.

Unauthorized use includes, but is not limited to:

1. The creation and exchange of offensive, harassing, obscene, or threatening communication;
2. The creation and exchange of communication that uses impolite, abusive, or objectionable language;
3. The exchange of privileged, confidential, or sensitive information outside of the organization or outside the defined privileged group;
4. The creation and exchange of advertisements, solicitations, chain letters, SPAM and other unsolicited e-mail;
5. The creation, storage, or exchange of information in violation of copyright laws;
6. Reading or sending communication from another user's account, except under proper delegate arrangements;
7. Altering or copying a communication or attachment belonging to another user without the permission of the originator;
8. Using electronic communication in ways that violate School Board policies, the Student Code of Conduct, or district procedures;
9. Activities, which cause congestion of the network or otherwise interfere with the work of others;
10. Impersonating any other person, entity, or organization or misrepresenting your affiliation with any other person, entity, or organization;
11. Representing personal views as those of the Our Children's School District.

School staff must be notified immediately of any unauthorized use of your account or any other breach of security.

Unauthorized use resulting from negligence in maintaining security will be the responsibility of the user.

The following applies to all district-associated web content created and hosted by the Our Children's School District or maintained by authorized individuals.

Web sites must not include or provide links to:

1. Potentially offensive materials;
2. Commercially owned businesses that is not affiliated with the district and/or school or do not provide any educational resources;
3. Unsecured confidential student records;
4. Information indicating the specific physical location of staff or students at a specific time during the school day
5. Site layouts or any map-like image that depicts the layout of the school in detail;
6. The posting of school bus routes is prohibited.

Posting of student information on a publicly viewable site, including but not limited to: home address(es), phone number(s), social security number, full name of family members or other personal information is prohibited.

1. Elementary students may have first name and first initial of last name displayed. Middle and high school students may have first and last name displayed;
2. Images/videos of students may be placed on the Internet unless the parent/guardian has submitted the Image and Technology Opt-Out Form.

The **Image and Technology Opt-Out Form** remains in effect until such time as the parent/guardian modifies the permissions, in writing.

# **Rights and Responsibilities**

## **Part I**

**CODE OF STUDENT CONDUCT'S PURPOSE (SECTION 1.01):** Our Children's, as the governing Board of the School District of Our Children's, and the public schools of Our Children's exist for the purpose of meeting the educational needs of Our Children's citizens, both youth and adult. The Code of Student Conduct was developed to inform students and parents of acceptable student behavior and the disciplinary alternatives for modifying unacceptable behavior.

The aim of the district is to build effective environments in which positive behavior is encouraged so that academic success can be achieved. Each school shall have in place a school-wide behavior management system based upon proactive, educative, and reinforcement-based strategies. This plan is to be shared with parents, students and staff.

Our Children's has created a school-wide positive behavior management system based that is a Token system based on generic competencies, identified by employers, as skills they would like employees to have when they are hired on the job. These skills have been built into a WORK mnemonic that stands for W=Watch and follow directions; O=Stay on task; R=Respect equipment, furniture, materials and fellow employees; and K=Be Kind to fellow workers and customers. Students are given points on an interval 30-minute reinforcement schedule. Each 30 minutes, a students' opportunity to obtain points is available no matter how they behaved the previous 30 minutes. When a student does not follow the rules and loses their points, they are given a chance to "relearn" and earn back 1/2 of their points. Based on the age and cognitive level of the child, they are given a voucher to cash in their points at the school store. Here the student may delay gratification for a larger item that requires more points than the student may earn in one week and that student learns how to save their points over the weeks thus affording a larger more expensive gift. For those students who need immediate reinforcement, there are smaller items in the store that may be purchased for a smaller amount of points.

For students unable to wait to visit the store, a more immediate reinforcement system is employed within the classroom such as a treasure box or for slightly older children, an opportunity to work towards free time on the computer, Legos, etc.

**Educators are extensively trained in Applied Behavioral Analysis (ABA) and are monitored in their effective use of positive reinforcement techniques by observing the educators effective management of student's behavior and their use of proven ABA techniques. Educators are scored and given vouchers that can be cashed in at the Educator's store. Educators are to have a consistent proactive behavior management system within the classroom.**

**The WORK SM behavior system is tracked and trended using a daily data collection sheet where the student's points are recorded every 30 minutes. Older students record and judge their conformance with the WORK goals on the set interval. Teachers are to inform/communicate with parents and students the rules/expectations of the class. The student behavioral data that is collected is inputted a graphed thus allowing a means to communicate with parents the success their child is having in the WORKsm program. In creating safe and more effective schools our aim is to prevent inappropriate behavior through teaching and reinforcing appropriate behaviors.**

**Successful School Management:** One important objective of successful school management is the creation of a safe and no disruptive environment in which an equal educational offering can be extended to each student. Acceptable student behavior is a key element in the creation and maintenance of such an environment. An integral part of the overall learning process is making positive efforts within a safe and orderly environment to correct students' behavioral mistakes as well as academic mistakes. Schools will attempt to provide a range of interventions that are systemically applied to students based on their demonstrated level of need and addresses the role of the environment as it applies to the development and improvement of appropriate behavior.

- A. **Student Discipline:** Student discipline, when properly administered, reinforces the educational process in a positive manner. Student discipline must be administered in a manner that teaches acceptable social skills and instills within the student a lasting respect for authority.
  1. **Due Process:** Student discipline that is properly administered can demonstrate the principles of procedural and substantive due process which are the basic building blocks of an orderly society governed by laws rather than by the whims of man.
  2. **Procedures:** In order to assure these concepts, the Our Children's has provided procedures throughout this handbook which shall be adhered to in student discipline matters resulting in systematic positive reinforcement. Suspension, expulsion, or assignment to an individually designated program is the typical approaches taken at most schools when handling discipline issues. Our Children's will incorporate those disciplinary options only when every other intervention, including a customized individualized behavior management program has been applied to managing a child's



behavior. In the most severe circumstances, when a child is at risk for injuring another child or themselves, Professional Crisis Management (PCM) will be employed immediately with the PCM act performed by a cadre of certified PCM specialists. Once the child has demonstrated their own personal control, they are returned to the classroom rather than being sent home or suspended or expelled. These more aggressive disciplinary actions of suspension or expulsion occur infrequently as Our Children's sees the manifestation of behavior problems as a component of a child's disability.

- B. **Health, Safety, and Welfare:** The Our Children's has the responsibility to provide for the health, safety, and welfare of all students and employees.
  - 1. **Learning Atmosphere:** The School Board, with the cooperation of students and parents, has the responsibility to provide a proper atmosphere for learning provided by competent administrators and teachers who are enthusiastic, understanding, and fair.
  - 2. **Criminal Liability for Disruption of Educational Institutions:** Pursuant to Section 877.13, Florida Statutes, it is unlawful for any person to disrupt or interfere with the administration or functions of any educational institution, School Board, or activity on School Board property.
- C. **Management of Students Behaviors:**
  - 1. **School Board:** The Our Children's is authorized to adopt rules and regulations for the Control and discipline of students and shall decide all cases in which expulsion is recommended.
  - 2. **Code of Student Conduct:** The *Code of Student Conduct* handbook outlines the rights and responsibilities of the School Board and students with regard to the conduct of students while attending school or a school-sponsored activity, while on school property or a school bus, or at a designated school bus stop. The Code also includes discipline and appeal procedures as well as consequences for violations of the Code of Student Conduct.
    - a. **Instruction and Distribution:** Specific instruction about the Code of Student Conduct is provided to all students, and this handbook is distributed to all Students for delivery to their parents at the beginning of each school year.
    - b. **Acknowledgment:** Both parents and students have the responsibility to become familiar with the Code of Student Conduct and to complete and return the Acknowledgment Form (Appendix B) of this document.

- D. **Revisions:** With the exception of administrative revisions mandated by law, the *Code of Student Conduct* is reviewed every year by the behavior management committee consisting of the behavior management team, parents, and when possible students.
- E. **Executive Director (ED):** The ED has authority to review and modify recommendations for disciplinary actions:
1. **Stay Order:** The ED shall have authority to grant a stay whereby the student shall remain in school pending conclusion of the appeal process.
  2. **Alternative Education Program:** The ED or designee shall have authority to administratively assign a student attending regular school or a suspended or expelled Student to an Alternative Education Program.
  3. **Expulsion:** The ED has authority to make recommendations to the Sponsor for expulsion to the School Board. When Sponsor's action on a recommendation for expulsion of a student is pending, the ED may extend the suspension assigned beyond ten (10) school days if such suspension period expires before the next regular or special meeting of the School Board.
- F. **Leadership Team (LT):** The LT may develop school rules and may delegate such responsibility for the management of student behavior and direction of students to school administrators, instructional staff, and/or bus drivers or attendants as the LT or designee may consider appropriate.
1. **General Welfare of the School Community:** The LT authority to control students and administer discipline includes all facilities, transportation, and extracurricular activities or functions provided by the Our Children's School District. Such authority shall not be confined to the school campus if the act of the student directly affects the education and general welfare of the school community.
  2. **Disciplinary Actions: Refer** to Part III, Discipline and Appeal Procedures, Section 3.01, Disciplinary Actions.
- G. **Educator:** Each educator or other members of the school staff are given authority under state law to establish classroom rules of conduct with interventions and consequences for infractions of classroom rules, and to have violent, abusive, uncontrollable, or disruptive students removed from the classroom according for a "cooling off" period and then returned to the classroom as soon as possible so as not to reinforce negative behavior.

**STUDENT RIGHTS AND RESPONSIBILITIES (SECTION 1.02):**

Student rights are not waived or relinquished by a child being enrolled in a public school. In order to progress successfully through Our Children's Schools, students must be afforded those rights and responsibilities required by law. **NOWHERE IS IT STATED OR IMPLIED IN THE CODE OF STUDENT CONDUCT THAT THE SCHOOL SHOULD RELINQUISH AUTHORITY AND RESPONSIBILITY.**

***Access to Education***

<b>Rights:</b>	<b>Responsibilities:</b>
Students have the right to a free public education that is not to be denied except by procedural due process. This right applies equally to students beyond the age of compulsory attendance, married students, pregnant students, or students who have children.	Students have the responsibility to attend school regularly and to use their educational opportunities to their fullest potential.

***Knowledge and Observation of Rules of Conduct***

<b>Rights:</b>	<b>Responsibilities:</b>
Students and parents have the right to a clear explanation of the Code of Student Conduct in understandable language. Students have the right to know the consequences of their misconduct.	Students and parents have the responsibility to become familiar with the Code of Student Conduct and to observe all school and classroom rules.  Students have the responsibility to observe the rules and are expected to follow an accepted standard of behavior so as not to interfere with the educational process. Failure to comply with the rules will result in the forfeiture of privileges in addition to the penalties set forth herein.

***Respect for Persons and Property***

<b>Rights:</b>	<b>Responsibilities:</b>
Students have the right to privacy of personal possessions unless the principal has reasonable suspicion that such possession or possessions are injurious to health or otherwise are prohibited by law or school policy.	Students have the responsibility to make certain personal possessions are not prohibited by law and do not disrupt the educational process. Students have the responsibility for neither taking nor damaging the property of fellow students, school personnel or the school.

***Participation in School Activities and Programs***

<b>Rights:</b>	<b>Responsibilities:</b>
Students have the right and equal opportunity to participate in school activities and programs.	Students have the responsibility to choose their activities and programs and comply with the policies or rules associated with such programs.

***Counseling Services***

<b>Rights:</b>	<b>Responsibilities:</b>
Students have the right to receive appropriate counseling with regard to personal matters as well as educational programs.	Students have the responsibility to schedule appointments in advance in such a way as not to interfere with their academic responsibilities.

***Due Process***

<b>Rights:</b>	<b>Responsibilities:</b>
A student has the right not to be suspended or expelled and thereby deprived of a free education provided in the public schools without due process of the law as guaranteed to every American citizen by the Fourteenth Amendment to the Constitution of the United States of America. Due process requirements guarantee all students the right to fair notice, fair procedures, and a fair hearing.	The student and his /her parent/guardian have the responsibility to timely follow the procedures set forth herein in a respectful fashion.

***Student Records and Personal Information***

<b>Rights:</b>	<b>Responsibilities:</b>
<p>Parents/guardians and eligible students (18 years of age or attending a post-secondary institution) have the right to inspect, review, and challenge the information contained in records directly relating to the student. This access may not be denied because of failure to pay fees or book fines.</p> <p>Parents/guardians and eligible students have the right to restrict the release of directory information. A school may release student directory information in certain situations as described in <i>Notice of Rights: Student Directory Information</i>.</p> <p>Students have the right to be protected by legal provisions that prohibit the release of personally identifiable information to unauthorized persons without the consent of the parents/guardians or eligible student.</p>	<p>Parents/guardians and eligible students have the responsibility to provide the school with any information that may be useful in making appropriate educational decisions.</p> <p>Parents/guardians and eligible students have the responsibility to meet their financial obligations as it relates to school fees.</p> <p>Parents/guardians and eligible students have the responsibility to release information to those persons or agencies that are working actively and constructively for the benefit of the student. Students and parents have the responsibility to provide the school with accurate and current information such as mailing address, medical information, and court orders concerning child custody, legal name changes, and other documents pertaining to the release of such information. Parents wishing to record conferences or meetings with teachers or administrators must advise all parties to such conferences or meetings in advance.</p>

***Free Speech, Expression and Assembly***

<b>Rights:</b>	<b>Responsibilities:</b>
<p>Students have the right to assemble in a non-disruptive manner.</p> <p>Students have the right to free speech, oral and written.</p>	<p>Students have the responsibility to plan, gain approval for, and conduct assemblies consistent with educational objectives.</p> <p>Students have the responsibility to express and publicize their opinions and ideas in such a manner so as not to offend, slander or libel others, and to avoid disrupting the orderly process of the school.</p>

***Grades***

<b>Rights:</b>	<b>Responsibilities:</b>
<p>Students have the right to be informed of the teacher's grading criteria, which are consistent with district guidelines, at the beginning of each grading period.</p> <p>Students have the right to receive an academic grade that reflects their achievement.</p> <p>Students have the right to be notified when they are performing unsatisfactorily.</p> <p>Students have the right to receive a conduct and effort grade in each class consistent with their overall behavior and effort.</p> <p>Students have the right to achieve academic success based upon their own initiative and ability without interference from others.</p>	<p>Students have the responsibility to ask teachers in advance of a graded assignment for an explanation of any grading criteria or practice they may question or that needs clarification.</p> <p>Students have the responsibility to maintain reasonable standards of academic performance commensurate with their ability.</p> <p>Students have the responsibility to make every effort to improve their performance upon receipt or notification of unsatisfactory performance.</p> <p>Students have the responsibility to conduct themselves in each class in ways that are conducive to the learning process.</p> <p>Students have the responsibility to earn grades based upon their performance while guarding against cheating by other students.</p>

***Learning Atmosphere***

<b>Rights:</b>	<b>Responsibilities:</b>
<p>Students have the right to a healthy and safe school environment in which to learn.</p>	<p>Students have the responsibility and are expected to conduct themselves in such a manner so as not to interfere with the rights of others to learn.</p>

# **General Rules and Regulations**

## **Part II**

**PART II**

**GENERAL RULES AND REGULATIONS**

**ACADEMIC DISCIPLINE (SECTION 2.01):** No student shall receive discipline under the Code of Student Conduct for failure to complete academic assignments. Students have the responsibility and are expected to conduct themselves in such a manner so as not to interfere with the rights of others to learn.

**ALTERNATIVE EDUCATION PROGRAMS (SECTION 2.02):** The Alternative Education Programs are designed to provide educational services to those students who are unsuccessful in the normal school environment. The Alternative Education Programs described herein are those specifically related to student discipline and do not include various other alternative education opportunities provided by The Our Children’s, Florida.

- A. **Exceptional Students:** See Section 3.08, Discipline of IDEIA-Eligible Students.
- B. **Unsatisfactory Completion of Assignment:** Any student who fails to satisfactorily complete an Alternative Education Program assignment and has withdrawn from any school must enter the Our Children’s School System through the program they did not complete. This procedure may be waived if so determined by a committee assigned by the Director, Discipline.

**CHILD ABUSE (SECTION 2.03):** When child abuse and/or neglect is suspected by school personnel, the law requires that the suspected child abuse and/or neglect be reported immediately to the Florida Abuse Registry, 1-800-962-2873.

**CLUBS AND ORGANIZATIONS (SECTION 2.04):** All secret societies and kindred organizations are prohibited, forbidden, and excluded from the public schools of Our Children’s, Florida. No student shall be permitted to join or be connected with any such club or organization in the Our Children’s School system.

**STUDENT DATING VIOLENCE AND ABUSE (SECTION 2.05):** It is the policy of the Our Children’s School Board that all of its students have an educational setting that is safe, secure, and free from dating violence and abuse. The District shall not tolerate dating violence and abuse of any kind. Dating violence or abuse by any student is prohibited on school property, during any school related or school sponsored program or activity, or during school sponsored transportation.

- A. **Definitions**
  - 1. **Dating Violence** is a pattern of emotional, verbal, sexual or physical abuse used by one person in a current or past intimate relationship to exert power and control over another when one or both of the partners is a student.
  - 2. **Abuse** is mistreatment, which may include insults, coercion, social sabotage, sexual harassment, threats and/or acts of physical or sexual abuse. The abusive partner uses this pattern of violent and coercive behavior to gain power and maintain control over the dating partner.
- B. **Reporting Dating Violence or Abuse**

School employees shall report to the ED or LT or designee suspected cases of dating violence and abuse. Students should report suspected cases of dating violence and abuse to the Principal or designee and may do so anonymously. Student victims should report any incidents of violence and abuse to the Principal or designee as soon after it occurs as possible. Nothing herein shall be construed as relieving a mandatory reporter of the obligation to report a reasonable suspicion of child abuse or neglect.

**DRESS CODE (SECTION 2.06):** Students are required to wear a uniform consisting of an Our Children’s Tee Shirt and appropriate, neutral colored pants/jeans that are appropriate clothing according to the situation and the grade level involved. Inappropriate clothing and appearance are disruptive to the school program and ED will enforce adherence to this policy by those under their jurisdiction. Each school may provide for more specific dress code requirements within the scope of this district-wide dress code. The LT shall confer and obtain approval from the school’s School Advisory Council (SAC) to develop and notify parents and students of the school’s specific dress code before the end of the school year. *School administrators have final authority to decide if clothing complies with District rules.*

- A. **Section 4.03, Disruptive Behavior and/or Minor Infractions:** Given the sensory needs of the Our Children’s students, shirts tucked in will not be required and if children are compelled, they may remove their shoes, socks during the school day without consequence.
- B. **General Dress Code Requirements:**
  - 1. **Shirts and Blouses:** Shirts or blouses may be tucked into the waistband of the pants or skirt but it is not required. Exceptions will be allowed in individual cases based upon the discretion of the ED and LT or designee. Students will be required to wear an Our Children’s logo tee shirt.

2. **Pants:** Pants must be neutral in color, loose fitting, and shorts no more than 2 “ above the knee. Each student is responsible for compliance with appropriate dress, respect for self and others, and the role appropriate dress and respect for self and others has on an orderly learning environment.
  3. **Skirts and Dresses:** The hem of girls' skirts or dresses shall be no shorter than mid-thigh as determined by the principal or designee in the exercise of his or her judgment.
  4. **Appropriate Sizes: Students** shall wear clothing of appropriate size as determined by the principal or designee exercising his or her judgment.
- C. **Unacceptable Attire: Students** are not allowed to wear clothing, jewelry (including body piercing jewelry and “grills”), buttons, haircuts, tattoos, or other attire or markings which are offensive, suggestive, disruptive, or indecent such as:
1. Clothing associated with gangs.
  2. Clothing encouraging the use of tobacco, drugs, alcohol, or violence.
  3. Clothing associated with discrimination on the basis of age, color, handicap, national origin, marital status, race, religion, or sex.
  4. Clothing exposing the torso or upper thighs such as see-through garments, mini-skirts or mini-dresses, halters, backless dresses, tube tops or tank tops without over blouses or shirts, spaghetti strap garments without over blouses or shirts, bare midriff outfits, or shirts or blouses tied at the midriff.
  5. Clothing not properly fastened or with tears.
  6. Clothing or outer garments traditionally designed as undergarments such as boxer shorts, bloomers, tights, hosiery, and sleepwear.
  7. Clothing or footwear that is construed by the principal or designee as hazardous or dangerous to the health of the student or others.
  8. Overalls – any bibbed pants or shorts (with an inseam).
- D. **Shorts:** All students may wear hemmed walking shorts or Bermuda shorts and female students may wear skorts, provided that such shorts or skorts are no shorter than mid-thigh as determined by the principal or designee exercising his or her judgment.
1. **Unacceptable Shorts:** Athletic shorts including spandex-style "bicycle" shorts, cut-off jeans, frayed jeans or pants, cut-off sweat pants, short shorts, running shorts, and see-through boxer-type shorts are not allowed
  2. **Revocation of Shorts Privilege for Excessive Violations: If** an individual school's School Advisory Council ("SAC") determines that too many students have abused and violated the shorts policy, the SAC and principal may request that the OC board revoke the shorts privilege at that particular school so that the entire student body will not be allowed to wear shorts to school during the next semester. In such cases, the OC board may elect to prohibit wearing shorts to school at that particular school during subsequent semesters or school years or reinstate the privilege of wearing shorts to school, as the OC board may deem appropriate. The principal may revoke the shorts privilege of any student who violates the provisions of the shorts policy twice in one semester.

**STUDENTS GRADES K-9**

- D. **Outer Garments:** The uniform dress code shall not prohibit students from wearing coats, jackets, Sweaters, or other appropriate outer garments when necessary due to weather conditions or for other legitimate reasons. Sweatshirts (hoodless) or sweaters of appropriate school color may be worn over appropriate uniform shirt or blouse.
- E. **District-wide Dress Code:** All other aspects of student dress and appearance not covered by this uniform dress code policy shall be governed by the remaining provisions of this section and any related school rules pertaining to student appearance.
- F. **Financial Considerations:**
  - 1. **Financial Hardships:** No student shall be denied attendance at school or be otherwise penalized for failing to wear clothing that complies with the uniform dress code if such failure is due to financial hardship.
  - 2. **Assistance:** Each school's ED and LT and SAC shall develop procedures and criteria to offer assistance to students who would have or are having difficulty complying with their school's uniform dress code due to financial hardships and shall develop a program to provide for donations of clothing or financial assistance, consignment shops, or reuse of uniform clothing or similar program that would alleviate such financial hardships.
- G. **New Students:** Students entering the Our Children's Public School System during the school year shall be granted a grace period of one (1) month before being required to comply with the uniform dress Code.
- H. **Alternative Education Programs:** Students in **grades kindergarten through eighth** assigned to an Alternative Education Program shall be required to dress in accordance with the uniform dress code in effect at the school in which they were enrolled before their assignment to the Alternative Education Program.



- I. **Exceptions:** Exceptions to the uniform dress code shall be permitted when:
1. A student wears a uniform of a nationally recognized youth organization, such as the Boy Scouts or Girl Scouts, on regular meeting days.
  2. A student wears a costume or special clothing necessary for a school play or other school-sponsored activity as permitted by the principal.
  4. The wearing of clothing in compliance with the uniform dress code violates a student's sincerely held religious belief.
- J. **Breach of Conduct, Section 4.03:** Repeated violations of the uniform dress code shall be treated as disruptive behavior under Part VI, Section 4.03, Disruptive Behavior and/or Minor Infractions.

**DRUG-FREE SCHOOLS (SECTION 2.07):** The Our Children's Winter Haven is responsible for maintaining an environment in which students are protected from drugs and drug-related activities. The community rightfully expects the school to exercise this responsibility to prevent drug problems from arising.

- A. **Florida Law:** The use, possession, or distribution of illicit drugs or alcohol is unlawful and harmful.
1. **Students:** Students are subject to the laws regarding the use, possession, and distribution of illicit drugs or alcohol on school campus as well as elsewhere and have the responsibility to obey these laws.
  2. **Employees/Failure to Report a Violation: Failure** by any employee to report a known violation shall be in violation of Florida law and the expressed policy of this Board and would constitute an act of gross insubordination and willful neglect of duty.
- B. **Policy:** It is the expressed policy of this Board that the use, possession, distribution, or overt act in connection with any controlled substance, counterfeit controlled substance, alcoholic beverage, or model glue, as defined by law, by any student enrolled in the Our Children's Public School System would result in immediate disciplinary action as outlined in Part V, Section 5.10, Drugs, and will also be referred to the appropriate law enforcement agency.
- C. **Searches:** See Glossary

**FALSE ACCUSATIONS (SECTION 2.08):** The LT may recommend the expulsion or assignment to an alternative school of any student found to have intentionally made false accusations that jeopardize the professional reputation, employment, or professional certification of a teacher or other member of the school staff.

**HARASSMENT/DISCRIMINATION (SECTION 2.09):** The Our Children's, Florida, forbids and affirmatively commits to preventing discrimination or harassment against any person, including students on the basis of sex, race, national origin, language spoken, color, marital status, homelessness, disability, genetic information or other basis prohibited by law. All persons involved in any activity of the School Board have the right to an environment free from discrimination and harassment.

The Board will not tolerate harassment/discrimination by any of its employees or students, or nonemployee volunteers who work under the control of school authorities as described in Board Policy 1.016. Discrimination and harassment threaten the safety, security, and well-being of not only those against whom such actions are directed, but everyone who has an interest in our schools. For these reasons, the School Board has adopted this policy as its commitment to requiring and ensuring that all School Board activities will take place without harassment or discrimination being directed against any person.

Any substantiated violation of this policy will be deemed a serious violation and shall be addressed accordingly. All administrators, managers, and supervisors are expected and required to ensure that this policy is fully implemented and vigorously enforced.

- A. **Definition: Discrimination** is conduct which deprives the victim of the proper opportunity to participate in employment, educational programs or activities, Our Children's, or school-sponsored activities, or in any other activities offered or provided by the Our Children's on account of race, color, national origin, language spoken, homelessness, sex, disability, marital status, age, religion, or any other basis prohibited by law.

B. **Definition: *Harassment*** is a form of discrimination. It is conduct directed by a person or persons against another person on account of race, color, national origin, language spoken, homelessness, sex, disability, marital status, age, religion, or any other basis prohibited by law which is severe, persistent, pervasive, and objectively offensive to the point that the prohibited conduct substantially impairs the victim's participation in his/her employment, educational programs, school-sponsored activities, or any other activities offered or provided by Our Children's as more specifically defined below.

C. **Sexual Harassment:** Sexual Harassment consists of unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal, nonverbal, written, graphic, or physical conduct of a sexual nature when:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of employment, an individual's education, or participation in any School Board function.
2. Submission to or rejection of such conduct by an individual is used as the basis for an employment or academic decision affecting that individual.
3. Such conduct substantially interferes with an employee's work performance or student's academic performance, or creates an intimidating, hostile, or offensive work or school environment.
4. Harassment/Discrimination, as defined above, may include, but is not limited to, the following:
  - a. Verbal, nonverbal, graphic, and written harassment or abuse.
  - b. Pressure for sexual activity.
  - c. Repeated remarks to a person with sexual or demeaning implications.
  - d. Unwelcome or inappropriate touching.
  - e. Suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's employment or academic record.
5. It is harassment/discrimination for a Our Children's employee or nonemployee volunteer to use his or her authority to solicit sexual favors or attention from subordinates or students, including but not limited to incidents when the subordinate's or student's failure to submit will result in adverse treatment, or when the subordinate's or student's acquiescence will result in preferential treatment.

D. **Racial Harassment:** Racial harassment consists of verbal, nonverbal, graphic, written, or physical conduct that denigrates or shows hostility or aversion toward any person based upon race when such conduct has the purpose or effect of creating an intimidating, hostile or offensive work or school environment; or when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or any school activity. Racial harassment, as defined above, may include, but is not limited to, the following conduct which is based upon race:

1. Epithets and slurs.
2. Negative stereotyping.
3. Threatening, intimidating, or hostile acts.
4. Written or graphic material that shows hostility or aversion toward an individual group.
5. It is racial harassment for an Our Children's employee, nonemployee volunteer or student to create or be responsible for a racially hostile environment—*i.e.*, harassing conduct that is sufficiently severe, pervasive or persistent so far as to interfere with or limit the ability of an employee or student to participate in or benefit from services, activities, or privileges provided by the.

E. **Disability Harassment:** Disability harassment is oral, written, graphic or physical conduct, or any act as relating to an individual's disability that is sufficiently severe, pervasive, or persistent so as to limit or interfere with the ability of the individual to participate in or benefit from Our Children's programs or activities; harassment that has the effect of unreasonably interfering with an employee's performance or creating an intimidating, hostile, or offensive working or school environment. Disability harassment, as defined above, may include, but is not limited to conduct directed at the characteristics of a person's disabling condition such as:

1. Imitating manner of speech.
2. Interfering with necessary equipment.
3. Negative stereotyping.
4. Threatening, intimidating, or hostile acts.
5. Written or graphic material that shows an aversion or hostility towards an individual or group with disabling attributes.
6. It is disability harassment when an Our Children's employee, nonemployee volunteer or student seeks to involve a student or employee with a disability in antisocial, dangerous, or criminal activity where the student or employee, because of disability, is unable to comprehend fully or consent to the behavior.

F. **Procedures:**

1. Any student who alleges harassment/discrimination by another student or employee may use the District's complaint procedure found in the School Board Policy or the Equity Handbook Or may complain directly to his or her LT person or teacher.
2. Filing of a complaint or otherwise reporting harassment/discrimination will not affect the student's status, extracurricular activities, future grades, or work assignments.
3. The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the Board's legal obligations to investigate all allegations of harassment/discrimination and take corrective action when such conduct has occurred.
4. In determining whether alleged conduct constitutes harassment/discrimination, the totality of the circumstances, the nature of the conduct and the context in which the alleged conduct occurred will be investigated. The LT or designee has the responsibility of investigating complaints of harassment/discrimination and reporting his or her findings to the ED or designee and should seek the assistance of the Superintendent or designee in resolving complicated factual situations.
5. A substantiated charge of harassment/discrimination against a student shall subject that student to disciplinary action, including but not limited to suspension or expulsion, consistent with other provisions contained herein as determined by the Superintendent or designee. Such disciplinary actions shall be subject to the applicable appeal procedures set forth in Part III, Discipline and Appeal Procedures.

*For information concerning bullying, please see Section 5.07*

**INVESTIGATIONS AT SCHOOL (SECTION 2.10):**

***All notification calls shall be documented. When parents cannot be reached, school administrators will call all telephone numbers listed on the student's emergency information card in an effort to notify the parent. Repeated efforts must occur to notify parent.***

**Criminal** - If a student is a suspect in a criminal investigation by a law enforcement agency that may result in arrest or criminal charges, an administrator will exhaust all efforts to contact the parent before the police officer begins questioning. If the parent cannot be located, the law enforcement agency may go ahead with questioning. If contacted, the law enforcement agency may allow the parent to be present during questioning.

**Administrative** - If a student is suspected of violating the Code of Student Conduct, school officials can question the student without first contacting the parent. Students do not have a right to have parents present or a right to an attorney when questioned.

**Victim or Witness** - If a student is a victim or a witness, the law enforcement agency or administrative investigators are allowed to question the student without first contacting the parent. If the investigation involves child abuse, the official conducting the investigation will decide who can be present during the interview.

When the initial interview with the student is conducted at school, the Department of Children and Families (DCF) or law enforcement agency may allow a school staff member who is known by the student to be present if: (a) the school staff member could enhance the success of the interview by his/her presence, **and** (b) the student requests or consents.

If a student needs to be interviewed Department of Children and Families (DCF) or law enforcement agency can interview him/her. The DCF agent or law enforcement officer must sign an Interview/Release to DCF/ Law Enforcement form.

***NOTE: Parents shall not be notified in cases where such legal authorities are investigating allegations of child abuse or neglect by the parent and/or guardian.***

**Removal of Student from School Property** - If a student is being interviewed **as a witness**, the law enforcement agency cannot remove the student from school property without a subpoena or first obtaining the consent of the parent. If **subject to arrest**, with or without a warrant, the officer can remove the student without parental consent or the consent of school officials. The administrator will try to notify the parent before the student is removed or as soon after removal as possible.

If a student needs to be taken into **protective custody**, the Department of Children and Families (DCF) or law enforcement agency can remove him/her. Anytime DCF or the officer takes a student from school, the officer must sign a Release to DCF/ Law Enforcement form.

***NOTE: All DCF/ law enforcement officers must be properly identified before access is given to students or student records.***

**MEDICATION (SECTION 2.11):** Students are not allowed personal possession of any medication while at school.

- A. **Definition:** Medications (over-the-counter or prescription) used in the treatment of a physical condition and/or illness, which shall include but not be limited to all forms of pills, tablets, capsules, Lozenges, liquids, creams, *etc.*, that may be taken internally or applied to the body.
- B. **Requirements:** An adult must bring all medications to school that are to be administered to students by school personnel. Medication must be in the original labeled container prepared by a pharmacist (prescription) or the manufacturer (nonprescription) accompanied by a completed Authorization for Medication form. The physician/mid-level practitioner and the parent/guardian must complete this form.
- C. **Drug-Free Schools:** Students found to be in personal possession of medications while at school may be in violation of Part VII, Section 5.10, Drugs. If a student brings medication on school premises and takes an overdose with the intent to commit suicide, the student should be referred to the medical and mental health services available in the community rather than being subjected to a violation of the Code of Student Conduct.
- D. **Exception:** Students requiring inhalers, Epic-pens or pancreatic enzymes may carry their inhaler/Epic- pen/pancreatic enzymes if the physician documents it on the Authorization for Medication form. Additional requests will be handled on a case-by-case basis. Lip balm, sunscreen, and saline for contact lenses are not considered to be medications and may be carried by the student without an Authorization for Medication form.

**NO CONTACT ORDER (SECTION 2.12):** A circuit court judge may deny a respondent/perpetrator contact with the petitioner/victim, or siblings of the petitioner/victim, if they attend the same school or ride the same school bus. If a No Contact Order is issued, the respondent/perpetrator will be given the option of attending another school (transportation at expense of the parents) or attending an Alternative Education Program. If the petitioner/victim/sibling contact is on the bus, the respondent/perpetrator will be transported at the expense of the parents.

**STUDENT TRANSPORTATION (SECTION 2.13):**

- A. **Rules and Regulations Governing Behavior for Students who ride a School Bus:** A student's Violation of School Board transportation policies, including Part VI, Breaches of Conduct, Section 4.06, School Bus Safety Rules and Part VII, Serious Breaches of Conduct, Section 5.27, Serious Misconduct on a School Bus, and disruptive behavior on a school bus or at a designated school bus stop may be grounds for suspension of the student's *privilege* of riding on a school bus, in-school suspension, out-of-school suspension, expulsion, or any other appropriate disciplinary action recommended by the principal and approved by the School Board, and may also be reported to law enforcement officials with the possibility of criminal penalties being imposed.

**TARDIES (SECTION 2.14):** A tardy is the absence of any student at the **start of class**. Excused and unexcused tardies will be defined the same as excused and unexcused absences. Students cannot be suspended out of school for unexcused tardies.

**DISCIPLINE  
AND  
APPEAL PROCEDURES**

**PART III**

DISCIPLINARY ACTIONS - SECTION 3.01	
<p>The person having knowledge of the misbehavior or breach of conduct will present a student who is accused of misbehavior or a breach of this Code of Student Conduct to behavior analyst.</p>	<p>A. <b>Written Referral:</b> Violations shall be presented in written form and should be specific, indicating details of the incident, which have been seen, heard, or experienced.</p> <p>B. <b>Professional Crisis Management (PCM):</b> If PCM intervention is used; the behavior analyst or a member of the leadership team must notify the parents that day by phone and in writing.</p> <p>C. <b>Student and/or Parent Notification:</b> The student and/or parent will be placed on notice of the violation by the behavior analyst or designee and afforded an opportunity to explain.</p> <p>D. <b>Initial Conference:</b> If the infraction required PCM or was significant of a violation, or a violation that has been repeated numerous times, an initial conference shall be conducted by the behavior analyst or designee at each level of discipline.</p> <ol style="list-style-type: none"> <li>1. <b>Behavior Problem:</b> The behavior analyst or designee shall confer with the student, to explain the behavior infraction.</li> <li>2. <b>Intervention:</b> The behavior analyst would review the functional behavior plan and make adjustments to the plan. If no plan were in place, the behavior analyst would determine if a behavior assessment was necessary and if so evaluate the child and put in place a new behavior plan.</li> <li>2. <b>Parental Assistance:</b> Parents are not necessarily notified of every infraction a child might make. If the school judges the child to be making progress on their behavior plan then they may not contact the parent. Parents are notified in serious cases or when habitual infractions occur. <ul style="list-style-type: none"> <li>Suspensions are only considered when no other options seem available or the child's actions pose a serious threat of danger to him or others such as on a bus. In the case of emergency or disruptive conditions that require immediate suspension or in the case of a serious breach of conduct a parent will be notified and a conference scheduled.</li> </ul> </li> </ol> <p>D. <b>Parental Notification:</b></p> <ol style="list-style-type: none"> <li>1. <b>By Telephone:</b> When a phone contact is necessary, the behavior analyst shall make a good faith effort to notify the parent by telephone of the student's misconduct and the proposed disciplinary action. <i>All notification calls shall be documented. When parents cannot be reached, school administrators will call all telephone numbers listed on the student's emergency information card in an effort to notify the parent. Repeated efforts must occur to notify parent.</i> If the parent has provided the school with an email address you may send an email, but also</li> </ol>

must follow up with phone call and written notification.

2. **By Written Notice:** Regardless of whether there has been communication with the student's parent by telephone, the behavior analyst or designee shall, within twenty-four (24) hours of taking disciplinary action, such as PCM or suspension, send written notice to the parent describing the disciplinary action imposed and the reasons thereof.



PROGRESSIVE DISCIPLINE - SECTION 3.02	
<p><b>When deciding what disciplinary action should be taken, the behavior analyst and the leadership team shall consider the student's age, exceptionality, previous conduct, probability of a recurring violation, intent, attitude, and severity of the offense and, whenever possible, shall impose disciplinary action in a progressive manner.</b> Progressive discipline requires that the levels be to be used in a progressive manner moving sequentially through</p> <p>The Levels, unless the severity of the incident warrants a higher level. In creating safer and more effective schools, our aim is to prevent inappropriate behavior through teaching and reinforcing appropriate behaviors. Our Children's will attempt to provide a range of interventions that are systemically applied to students based on their demonstrated level of need and addresses the role of the environment as it applies to the development and improvement of appropriate behavior.</p> <p>Progressive discipline utilizing corrective strategies that consider the student's age, exceptionality, previous conduct, probability of a recurring violation, intent, attitude, and severity of the offense shall be utilized in all instances.</p> <p>All corrective strategies used by Our Children's are research based in applied behavioral analysis, and in proven techniques used by the various therapeutic disciplines such as sensori-integration, Picture Exchange Communication, and effective teaching strategies utilizing "hands on" teaching techniques. The Leadership Team must be in compliance with the programs germane to the programs designed at the Our Children's Schools and conform to the philosophy of fairness and consideration for actions that are in the best interest of students.</p> <p>The aim of the Our Children's is to build effective environments in which positive behavior is encouraged more than problem behavior so that academic success can be achieved. Each school shall have in place the school wide behavior management system defined as WORK based upon proactive, educative, and reinforcement based strategies. This plan is to be shared with parents, students, and staff.</p> <p>Teachers are to have a consistent proactive behavior management system within the classroom. Rules/expectations are to be displayed, taught, and reviewed. Teachers are to inform/communicate with parents and students the expectations for the students and methods used to reinforce positive behaviors</p>	<p><b>A. Levels 1 through 6:</b> The Behavior Analyst or Leadership Team has authority to impose interventions and action plans for behaviors at Levels 1 through 6.</p> <p><b>B. Levels 7 and 8:</b> The behavior analyst and Leadership team may recommend to the Executive Director the following levels of discipline for those offenses deemed by the behavior analyst and Leadership Team to seriously disrupt the educational process:</p> <ol style="list-style-type: none"> <li>1. <b>Level 7 – Reassignment of the Student to a more appropriate Program that will better meet their needs:</b> Our Children's will work with the District to determine what might be a better placement for the student. A recommendation for assignment to another program such as the Alternative Education Program is subject to the approval of the Sponsor's Superintendent or designee. Any student who violates the Code of Student Conduct while attending the Alternative Education Program or Program within the Sponsoring District must abide by the Districts Code of Conduct which may be subject to more severe disciplinary actions than those outlined in Part IV, Breaches of Conduct, and Part V, Serious Breaches of Conduct, of the Code of Student Conduct, including expulsion.</li> <li>2. <b>Level 8 – Expulsion:</b> A recommendation to expel a student from the Our Children's School District is subject to the approval of the Executive Director and then approved by the District Superintendent, who upon granting approval would then present a recommendation to the School Board for final approval.</li> </ol> <p><b>C. Referral to Law Enforcement:</b> The administrator is responsible for ensuring that acts that pose a serious threat to school safety and/or criminal acts are reported to law. The administrator shall notify the Director, Discipline or Area Regional Senior Director if police are called to the school campus and must attempt to notify the parent of the involved student and document such attempts to notify the parent.</p>

**LEVELS OF DISCIPLINE ALL STUDENTS SECTION 3.03**

- A. **Level 1 – Management of the Behavior by the Classroom Staff:** The teacher shall communicate with the student in an attempt to solve the discipline problem.
- B. **Level 2 – Assistance by the Behavior Analyst:** The behavior analyst or designee may intervene to address student disciplinary matters in situations where the teacher's efforts in the classroom are deemed unsuccessful by such administrator in resolving the student's misconduct. This may require permission from the parent to conduct a functional behavioral evaluation and the development of a behavioral plan.
- C. **Level 3 – Parent Involvement:** If a student behavior becomes habitual or more severe, and adjustments and alternatives have been made to the child's program, and no improvement occurs, the Behavior Analyst will contact the parent to schedule a conference with the classroom education staff to enlist the support of the parent with the child's behavior. If the parent does not wish his or her child to participate in the plan developed, or if the student fails to participate in the program, the behavior analyst and leadership team may impose an alternative method of discipline.
- D. **Level 4 – Professional Crisis Management PCM:** If the child's behavior becomes so aggressive that it poses a risk to the safety and wellbeing of the other students or to the child himself, PCM techniques will be used as a cadre of staff will be certified in the PCM techniques.
- E. **Level 5 – Out-of-School or Bus Suspension – Short-Term:** Out-of-School Suspension – Short-Term is a form of discipline involving the temporary removal of a student from all classes of instruction on public school grounds and all other school-sponsored activities, or from the school bus for a period not to exceed three (3) school days.
1. **Notice of Suspension:** The behavior analyst or member of the leadership team will determine the facts and if a suspension is justified, shall make a good faith effort to contact the parent by telephone.
    - a. **Requirements:** If the parent cannot be contacted, the student is not to be sent home during the school day.
    - b. **Parental Notice:** The behavior analyst or member of the leadership shall complete the Notice of Out-of-School or Bus Suspension form and give a copy of the notice to the student for delivery to the parent, and forward a copy of the notice by United States regular mail to the parent within twenty-four (24) hours of the decision to suspend the student.
- F. **Level 6 – Out-of-School or Bus Suspension - Long Term:** Out-of-School Suspension - Long Term is a form of discipline involving the temporary removal of a student from all classes of instruction on public school grounds and all other school-sponsored activities, or from the school bus, for a period not to exceed ten (10) school days. The principal or designee shall follow the procedures set forth above (Level 5).
- G. **Level 7 – Reassignment of the Student to a more appropriate Program that will better meet their needs (Grades Kindergarten through Fifth):** A recommendation for assignment to another program should not be approached as for the purpose of being a disciplinary action. Every effort should be made to place the child in a therapeutically and educationally appropriate program and not a discipline program such as Alternative Education as student with special needs should be treated with an approach that is designed to remediate or rehabilitate the child's condition and decisions should be made that look for a better educational/therapeutic placement. This placement is subject to the approval of the Sponsor's Superintendent or designee. The Alternative Education Program is a form of discipline involving assignment and transfer to an Alternative Education Program and may not be in the best interest of the child. It should be noted that students in grades K-5 may only be assigned to an alternative education program at the District for an expellable offense as outlined in the *Code of Student Conduct*. Students **may** be assigned to such a program for the duration of the expulsion. Students assigned to Alternative Education Programs will be denied participation in extracurricular activities sponsored by any school or by the District (except extracurricular activities in the assigned Alternative Education Program). Superintendent may approve curricular or co-curricular participation in district activities on a case-by-case basis.

**LEVELS OF DISCIPLINE ALL STUDENTS SECTION 3.03**

**G. Level 7 – Reassignment of the Student to a more appropriate Program that will better meet their needs (Grades Six (6) through Twelfth (12)):** A recommendation for assignment to another program should not be approached as for the purpose of being a disciplinary action. Every effort should be made to place the child in a therapeutically and educationally appropriate program and not a discipline program such as Alternative Education as student with special needs should be treated with an approach that is designed to remediate or rehabilitate the child’s condition and decisions should be made that look for a better educational/therapeutic placement. This placement is subject to the approval of the Sponsor’s Superintendent or designee. The Alternative Education Program is a form of discipline involving assignment and transfer to an Alternative Education Program and may not be in the best interest of the child. It should be noted that students in grades 6-12 may only be assigned to an alternative education program at the District for an expellable offense as outlined in the *Code of Student Conduct*. Students **may** be assigned to such a program for the duration of the expulsion. Students assigned to Alternative Education Programs will be denied participation in extracurricular activities sponsored by any school or by the District (except extracurricular activities in the assigned Alternative Education Program). Superintendent may approve curricular or co-curricular participation in district activities on a case-by-case basis. The Secondary Alternative Education Programs are a form of discipline designed to meet the needs of students who violate the Code of Student Conduct. Students assigned to Alternative Education Programs will be denied participation in extracurricular activities sponsored by any school or by the District (except extracurricular activities at the assigned Alternative Education Program). Superintendent may approve curricular or co-curricular participation in district activities on a case-by-case basis.

1. **Out-of-School Suspension:** When a student is assigned to a Secondary Alternative Education Program, an out-of-school suspension shall first be imposed to temporarily remove the student from the school and to allow the assignment to be processed.

**H. Level 8 - Expulsion from School:** Expulsion is a form of discipline involving the removal of a student from all classes of instruction on public school grounds and all other school-sponsored activities for the balance of the semester or school year plus an additional semester or school year, if appropriate.

1. **Parental Notice:** Upon review and/or investigation of an incident which could result in a student being expelled from school or school bus transportation, the behavior analyst and Leadership Team shall complete and sign the Notice of Suspension and Recommendation for Expulsion form and give a copy of the notice to the student to be delivered to the parent, and forward a copy by United States regular mail to the parent within twenty-four (24) hours of the notice of suspension.
2. **Superintendent's Approval:** The Executive Director of Our Children’s shall send a copy or an electronic copy of the Notice of Suspension and Recommendation for Expulsion to the Superintendent of Schools; and Senior Director of Specialized Services for review and approval within twenty-four (24) hours of the violation or as soon as possible thereafter.
3. **Report of Previous Alternative Measures:** The copy of the Notice of Suspension and Recommendation for Expulsion shall include or be accompanied by a detailed written report by the Executive Director on the alternative measures taken prior to the recommendation for expulsion.
4. **Basis for Extension:** If, and only if, School Board action on an expulsion recommendation is pending and the ten (10) day suspension period would expire before the next regular or special meeting of the School Board, the Superintendent may extend the suspension through the date of the next regular or special meeting of the School Board.
5. **Educational Status:** The student who is the subject of the expulsion recommendation shall remain on suspension or, if applicable, be assigned to an appropriate program within the District School.
6. **Early Reentry Program for Expelled Students:** The School Board, in its sole discretion and acting upon the recommendation of the Superintendent, may rescind a previous expulsion



**DISCIPLINE OF IDEIA-ELIGIBLE STUDENTS - SECTION 3.08**

Under the Individuals with Disabilities Education Improvement Act (IDEIA), students who have been identified as a student with a disability and are receiving Exceptional Student Education services are subject to additional disciplinary guidelines that are different than those for nondisabled students. The following procedures are designed to **supplement** the disciplinary procedures for nondisabled students found in the Code of Student Conduct. The disciplinary guidelines contained herein are for explanatory purposes only and are not intended to impose any obligations on Our Children's Schools other than those contained in federal or state law. In the event that this document conflicts with state or federal law, the state or federal law shall control. Except as set forth herein, students with disabilities may not be excluded from educational programming on the basis of behavior that is a manifestation of their disability (is). In addition, students with disabilities cannot be excluded from school without following the specific "change in placement" procedures as provided under the law. **Students with disabilities cannot be removed from school until all of the procedures set forth below have been followed.**

It is the responsibility of the LOCAL EDUCATIONAL AGENT (LEA) at all IEP meetings to ensure that the rights of students and parents are not violated. It is important that the opinions of all team members involved are considered in the decision-making process.

**GENERAL REQUIREMENTS FOR ALL SUSPENSIONS/EXPULSIONS OF IDEIA ELIGIBLE STUDENTS:**

**Administrators may not suspend students with disabilities for more than ten (10) school days (consecutively or cumulatively) in a school year without following the procedures set forth below.** The law provides that suspension or expulsion of a student for more than ten (10) consecutive school days in a school year is a "change of placement" that can only be made by following the procedures set forth in the IDEIA. The IDEIA also provides for significant procedural safeguards for students who are suspended for more than ten (10) cumulative school days.

- A. **Accurate Record: An accurate record must be maintained as to the number of days that students with disabilities are suspended from school during each school year and each school must input the required suspension data on the appropriate Genesis screen.**
- B. **Alternatives to Suspension:** Administrators should also consider alternatives to out-of-school suspension for students. This list includes but is not limited to the following:
  1. Modifications to the IEP including Positive Behavioral Intervention Plan (PBIP) in current placement; change of current placement for additional services
  2. Parental assistance
  3. Office intervention
  4. Referral to guidance or other student services
  5. Behavior agreement with student and/or parents
  6. Detention
  7. Work detail
  8. In-school suspension

When suspension for ten (10) school days or less is contemplated or warranted under school policy, the requirement for an informal conference, as is held with nondisabled students, must be followed. The following steps must be taken before the short-term suspension of a student with a disability can occur:

- A. **Previous Suspension History:** The principal/designee must obtain the previous suspension history of the student for the school year to determine the number of days the student has already been suspended during that school year.
- B. **Determination of Suspension:** If it is found that the student is guilty of the offense, a short-term suspension may be warranted. However, the process for imposing a suspension will be different depending upon the number of days the student has already been suspended during the school year.
  1. **Suspensions of Less than the Ten (10) Day Maximum:** If suspension of the student has not already exceeded ten (10) days for the school year, the student may be suspended for the remaining days. At this juncture, the student and the student's parent(s)/guardian(s) must be informed in writing of the disciplinary action that will be taken and all other procedures must be followed as required for short-term suspension of nondisabled students.
  2. **Suspensions of More than the Ten (10) Day Maximum:** Beginning on the eleventh (11) consecutive/cumulative school day of removal in a school year, the School District must provide services to a student with a disability, consistent with the following:

must provide services to such a student to the extent necessary to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP.

- C. **IEP Review:** A review of the student's IEP must occur if a suspension that will result in an excess of ten (10) days during the school year is contemplated. The IEP review meeting is convened as any other IEP meeting would be and all appropriate procedures must be followed for convening the Team.
1. **Prior Written Notice must be provided to the Parents:** Reasonable written notice of the meeting must be provided to the parent(s)/guardian(s). Because disciplinary IEP meetings may need to be held more quickly than a typical IEP meeting, "reasonable notice" could include telephone contact with the parent(s)/guardian(s) to obtain their agreement to attend, followed immediately with the written notice.
  2. **Manifestation Determination:** A manifestation determination must be made any time disciplinary procedures result in a change of placement. The IEP team must make a determination as to whether the behavioral incident at issue was a manifestation of the student's disability. This is required because a student with disabilities cannot be excluded from school for more than ten (10) cumulative/consecutive days in a school year on the basis of behavior that is caused by his/her disability or be subject to a series of removals which constitutes a pattern because the removals cumulate to more than ten (10) school days in a school year.

A manifestation determination, consistent with the following requirements, will be made within ten school days of any decision to change the placement of a student with a disability because of a violation of the Code of Student Conduct.

- a) In conducting the review, the school district, the parent, and relevant members of the IEP Team will:
    - i. Review all relevant information in the student's file, including any information supplied by the parents of the student, any teacher observations of the student, and the student's current IEP
    - ii. Determine whether the conduct in question was the direct result of the school district's failure to implement the IEP or whether the conduct in question was caused by, or had a direct and substantial relationships to the student's disability
  - b) If the school district, the parent, and relevant members of the student's IEP Team determine that either of those conditions was met, the conduct must be determined to be a manifestation of the student's disability. Immediate action to remedy those deficiencies must be taken.
  - c) If the school district, the parent, and relevant members of the IEP team determine that the conduct was a manifestation of the student's disability, the IEP team will either:
    - i. Conduct a functional behavioral assessment (FBA), unless the school district had conducted a FBA before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan (BIP) for the student; or
    - ii. If a BIP has already been developed, review and modify it, as necessary, to address the behavior; and
    - iii. Return the student to the placement from which the student was removed, unless the parent and the school district agree to a change in placement as part of the modification of the BIP.
- D. **Prior Written Notice of the IEP Team's Recommendations must be Provided to the Parents:** At the IEP meeting, the opportunity for parent participation in the decision-making process is essential. However, if the parents do not attend, a copy of any minutes and other documentation created by the IEP team shall be provided to the parents. In addition, documentation sufficient to provide written notice of the IEP team's decisions must be provided to the parents, along with the Procedural Safeguards form. Once the parents have received notice of the IEP team's decisions and the Procedural Safeguards, the IEP team's recommendations may be implemented.

**INTERIM ALTERNATIVE EDUCATION SETTING (IAES):**

Students with disabilities may be removed to an IAES for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student at school or on school premises, or to a school function, carries or possess a weapon, knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, or has inflicted serious bodily injury upon another person.

**NOTE:** First offense for drugs or controlled substance must comply with Section 5.10 –DRUGS of the Code.

A. Procedures: On the date on which the decision is made to make a removal to an IAES the school must notify the parent of the decision and provide the parent a copy of the notice of procedural safeguards. A manifestation/IEP meeting must be held within ten (10) school days of the removal.

B. Prior Written Notice of the IEP Team's Recommendations Must Be Provided to the Parents:

At the IEP meeting, the opportunity for parent participation in the process is essential. However, if the parents do not attend, a copy of any minutes and other documentation created by the IEP shall be provided to the parents. Documentation sufficient to provide written notice of the IEP team's decisions must be provided to the parents, along with the Procedural Safeguards form. The appropriate Prior Written Notice Form must be provided to the parents.

**APPEALS:**

In most cases, it is expected that school officials and parents, through the IEP team process, will be able to resolve change in placement issues. However, when parents disagree with the IEP team decision, and files an appeal, the student remains in the IAES determined by the IEP team pending the decision of the appeal or until the expiration of the time period specified by school personnel.

**504 DISCIPLINE PROCEDURES - SECTION 3.09****504 DISCIPLINE PROCEDURES:**

Students covered under Section 504 of the Rehabilitation Act of 1973 cannot be denied services based solely on their disabilities. Such a student may not be suspended from school for more than ten (10) consecutive school days or a series of suspensions within a school year that exceeds ten (10) cumulative days (if it is determined that a pattern of exclusions creates a change of placement) without following the change of placement procedures. A student with a 504 Plan must have a Manifestation Determination Meeting before being reassigned to an alternative site for a disciplinary incident.

- A. The school-based 504 Team should review all pertinent data and hold a manifestation determination meeting regarding the student prior to any disciplinary removal for more than ten (10) days.
  - 1. If the behavior is caused by the disability, the student may not be removed for more than ten (10) consecutive school days (unless the behavior is drug related).
  - 2. If the behavior was not a manifestation of the disability, the student may be disciplined the same way the student without disabilities is disciplined.
- B. For a student who is currently engaged in the illegal use of drugs, school personnel may take the same disciplinary action as is taken for students without disabilities. No manifestation determination is required.

**SERIOUS  
BREACHES  
OF  
CONDUCT**



**DRUGS - SECTION 5.10**

Also refer to Medication under Part II, General Rules and Regulations, Section 2. 11, Medication.

- A. Sale, Distribution, or Possession with Intent to Sell or Distribute:** A student who sells or distributes, or attempts or conspires with someone else to sell or distribute, or possesses with intent to sell or distribute an intoxicating or controlled beverage, narcotic, any mood modifying prescription drug, over-the-counter mood modifying drug or any mood modifying substance or drug, or other controlled substances as defined by Florida law, or sells, distributes, or possesses with intent to sell or distribute any substance represented as any of those mentioned above or solicits someone else to purchase or receive such substances is guilty of a very serious breach of conduct which shall be referred to the proper law enforcement agency and could result in criminal penalties. In all such cases the student shall be recommended for expulsion.
- B. Use or Possession:** A student who uses or is under the influence of or is in possession of or solicits for an intoxicating or controlled beverage, narcotic, any mood modifying prescription drug, over-the-counter mood modifying drug or any mood modifying substance or drug, or controlled substances as defined by Florida law, or represents any substance as any of those mentioned above, or accepts or is in possession of any substance believed by the student to be or represented to be any of those mentioned above, or is in possession of drug paraphernalia is guilty of a very serious breach of conduct which shall be referred to the proper law enforcement agency and could result in criminal penalties. For purposes of this section, drug paraphernalia is defined as all equipment, products, and materials of any kind which are used, intended for use, or designed for use in injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance as defined by Florida law. In determining whether a particular item is drug paraphernalia, the school administrator should consider related evidence to determine whether a student intends to use the item as drug paraphernalia rather than for a legitimate purpose.

**DRUGS - SECTION 5.10****ELEMENTARY STUDENTS GRADES K-5 (Section 5.10, Items 1-3)**

- 1. First Offense:** The student shall receive an out-of-school suspension - long term {four (4) to ten (10) School days} and upon return to school will complete a substance abuse assessment. If the assessment is refused, the principal shall assign the student to an Elementary Alternative Education Program (Level 7). Over-aged fifth grade elementary students may be considered for Our Children's Drug/Alcohol Education and Assessment Program.
- 2. Second Offense During the Same School Year:** The executive director shall assign students who are repeat offenders (during the same school year) to the Elementary Alternative Education Program. It is important to note that repeated offenses require more severe disciplinary action.
- 3. Subsequent Offenses During the Same School Year:** Any subsequent offenses shall result in Level 8 - Expulsion. Before reentering the school system following completion of the expulsion, the student must first complete a substance abuse assessment.

**SECONDARY STUDENTS GRADES 6-12 (Section 5.10, Items 1-3)**

- 1. First Offense:** The student shall receive an out-of-school suspension - long term {four (4) to ten (10) School days} and be reassigned to an alternative program for one (1) or two (2) semesters. If this is a first offense and s/he was not charged with a felony offense, the student and his/her parent will be offered an opportunity to participate in the Our Children's Schools' drug/alcohol education and assessment program in lieu of being reassigned to an alternative program. In addition, if the students' parent agrees that s/he will complete this program, the student's suspension will be reduced to five (5) days. The program specialist must provide proof that the student and parent successfully completed the program within the allocated period of time. Failure to successfully complete the program will result in the student's immediate assignment to an alternative school program after serving the remainder of the 10- day suspension.

If the offense constitutes a felony, the student shall successfully complete the district's drug/alcohol education and assessment program and be assigned to an Alternative Education Program.

- 2. Second Offense During the Same School Year:** The principal shall assign students who are repeat offenders (during the same school year) to an alternative education program. It is important to note that repeated offenses require more severe disciplinary action.
- 3. Third Offense During School Career:** Upon a student's third violation of Section 5.10 B any time during his/her school career, the student shall be assigned to an Alternative Education Program.

Furthermore, the student may be subject to a recommendation of expulsion and will be referred to the office of the Director, Discipline.

- C. **Exception:** If a student brings medication on school premises and takes an overdose with the intent to commit suicide, the student should be referred for medical and/or mental health services rather than being subjected to a violation of the Code of Student Conduct.

**ALL STUDENTS (Item D ONLY)**

- D. **Nonfood Modifying Drugs:** A student who uses, is in possession of, solicits, sells, or distributes a Nonfood modifying over-the-counter drug or medication, including herbal medications, without meeting the requirements of Part II, General Rules and Regulations, Section 2. 11, Medication, herein are in violation of the Code of Student Conduct and shall be punished as described below. If the drug, medication, or substance is represented as or implied to be one which is mood modifying, the case shall be processed under paragraphs A or B of this section.

**DRUGS - SECTION 5.10**

**A. Sale, Distribution, or Possession with Intent to Sell or Distribute**

**Level:**  
8. Expulsion

**B. Use or Possession**

**First Offense:**  
**ELEMENTARY STUDENTS GRADES K-5**  
**First Offense:** The student shall receive an out-of-School suspension - long term {four (4) to ten (10) school days} and complete a **substance abuse assessment**. Over-aged 5<sup>th</sup> graders may be considered for the drug/alcohol assessment program.

**SECONDARY STUDENTS GRADES 6-12**  
**First Offense:** The student shall receive an out-of-School suspension - long term for ten (10) days and reassignment to an alternative program for one (1) or two (2) semesters. However, if the parent and student agrees to and successfully completes the drug/alcohol Education and assessment program, suspension days will be reduced to five (5) and no alternative placement will be made. If the offense constitutes a felony, the Principal shall assign the student to an Alternative Education Program.

- C. Exception:** If a student brings medication on school premises and takes an overdose with the intent to commit suicide, the student should be referred for medical and/or mental health services rather than being subjected to a violation of the Code of Student Conduct.

**D. Nonfood Modifying Drugs**

- Levels:**
1. Parental Assistance
  2. Office Intervention
  3. Detention or Work Detail Programs
  4. In-School Suspension
  5. Out-of-School or Bus Suspension – Short-Term

<b>EXTORTION - SECTION 5.11</b>	
A student who obtains money or property from an Unwilling person by force, threat of force, or other Means of coercion is guilty of a serious breach of Conduct which shall be reported to the proper law Enforcement agency and is punishable as follows:	<b>Levels:</b> 4. In-School Suspension 5. Out-of-School or Bus Suspension – Short-Term 6. Out-of-School or Bus Suspension - Long Term 7. Alternative Education Programs 8. Expulsion from School

<b>FELONY CHARGES (OFF CAMPUS) - SECTION 5.14</b>	
If a student is formally charged by the State Attorney or other proper prosecuting attorney with a felony or delinquent act which would be a felony if committed by an adult for an incident which allegedly occurred on property other than public school property, the student may be temporarily suspended from his or her regular school, and immediately assigned to the daytime Alternative Education Program in accordance with the procedures outlined in Part III, Discipline and Appeal Procedures, Section 3.04, Adverse Impact Suspension for Felonies Committed Off Campus.	Please refer to <b>SECTION 3.04</b> . Adverse Impact Suspension for Felonies Committed Off Campus.

**FIGHTING WITHOUT INJURY OR PHYSICAL RESTRAINT - SECTION 5.16**

A student who deliberately engages in or provokes a physical fight or violent confrontation with a person, who is not a School Board employee, that does not result in personal injury or require physical restraint, is guilty of a serious breach of conduct punishable as follows:

**Levels:**

1. Parental Assistance
2. Office Intervention
3. Detention or Work Detail Programs
4. In-School Suspension
5. Out-of-School or Bus Suspension – Short-Term
6. Out-of-School or Bus Suspension - Long Term

**GANG ACTIVITY - SECTION 5.17**

A student who takes part in a “gang related incident” as defined in Section 874.03, Florida Statutes, or engages in oral, written, or visual communications or other behavior that promotes or encourages (1) participation in a “gang-related” incident; or (2) membership in a “criminal street gang” as defined by Section 874.03, as such conduct is construed by the principal or designee in consultation with the school resource officer or Other law enforcement officer, is guilty of a serious breach of conduct punishable as follows:

**Levels:**

4. In-School Suspension
5. Out-of-School or Bus Suspension – Short-Term
6. Out-of-School or Bus Suspension - Long Term
7. Alternative Education Programs
8. Expulsion from School

**GUNS, WEAPONS, AND DANGEROUS OBJECTS - SECTION 5.18**

Provided a child is cognitively at a level of understanding, if the child violates the weapon policy, the behavior analyst, leadership team and executive director will work with the family and law enforcement to determine the proper course of action. Only if all parties are convinced that the child is capable of understanding their error will they be held accountable. In some instances, the parents/guardians may be held accountable.

- A. **Guns:** Any student who brings a gun to school, to any school function, or on any school-sponsored transportation, or any student who possesses or exhibits a gun at school, at any school function, or on any school-sponsored transportation, shall be expelled for at least one (1) full year and will be referred to the criminal justice or juvenile justice system. **This provision also applies to guns located in vehicles on property owned or leased by the District.** Guns are defined as any weapons (whether operable or inoperable), including starter guns, which will fire a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, any destructive device, or any machine gun. Guns also include any weapons, which are designed to or may readily be converted to such purpose.

**Level 8 {minimum of one (1) calendar year}**

- B. **Weapons:** Any student who brings a weapon to school, to any school function, or on any school sponsored transportation, or any student who possesses or exhibits a weapon at school, at any school function, or on any school-sponsored transportation, shall be expelled for at least one (1) full year and will be referred to the criminal justice or juvenile justice system. **This provision also applies to weapons located in vehicles on property owned or leased by the School District.** Weapons are defined as dirks, metallic knuckles, slingshots, slingshots, billies, tear gas guns, chemical weapons or devices, knives or other deadly weapons, **except** guns and common pocketknives with a blade of three (3) inches or less.

**Level 8 {minimum of one (1) calendar year}**

**GUNS, WEAPONS, AND DANGEROUS OBJECTS - SECTION 5.18**

**C. Dangerous Objects:**

1. *With Intent to Do Harm or for Self-Defense:* Any student who brings a dangerous object to school, to any school function, or on any school-sponsored transportation, or any student who possesses or exhibits a dangerous object at school, at any school function, or on any school sponsored transportation, **with the intent of doing harm to others or for self-defense**, will be recommended for expulsion. Dangerous objects include, but are not limited to, common pocketknives with a blade of three (3) inches or less, ice picks, razor blades, box cutters, air guns or spring guns of any sort (whether operable or inoperable), pepper spray or mace under 1.7 ounces, AirSoft guns, fireworks, *etc.*

**Level 8**

2. *Without Intent to Do Harm or for Self-Defense:* Any student who brings a dangerous object to school, to any school function, or on any school-sponsored transportation, or any student who possesses or exhibits a dangerous object at school, at any school function, or on any school sponsored transportation, **without the intent of doing harm to others or for self-defense**, is guilty of a serious breach of conduct punishable as follows:

**GUNS, WEAPONS, AND DANGEROUS OBJECTS - SECTION 5.18**

<p><b>A. Guns:</b></p>	<p><b>Level:</b></p> <p>8. Expulsion from School {<b>minimum of one (1) calendar year</b>}</p>
<p><b>B. Weapons:</b></p>	<p><b>Level:</b></p> <p>8. Expulsion from School {<b>minimum of one (1) calendar year</b>}</p>
<p><b>C. Dangerous Objects:</b></p> <p><b>1. With Intent to Do Harm or for Self-Defense:</b></p>	<p><b>Level:</b></p> <p>8. Expulsion from School</p>
<p><b>2. Without Intent to Do Harm or for Self-Defense:</b></p>	<p><b>Levels:</b></p> <p>4. In-School Suspension</p> <p>5. Out-of-School or Bus Suspension – Short-Term</p> <p>6. Out-of-School or Bus Suspension - Long Term</p> <p>7. Alternative Education Programs</p> <p>8. Expulsion from School</p>

**HAZING - SECTION 5.19**

<p>There shall be no type of hazing in any club, organization, or class within the school. Hazing shall be defined as any action or situation for the purpose of initiation or admission into or affiliation with any organization operating under the sanction of the school which recklessly or intentionally endangers a student’s mental or physical health or safety.</p>	<p><b>Levels:</b></p> <p>1. Parental Assistance</p> <p>2. Office Intervention</p> <p>3. Detention or Work Detail Programs</p> <p>4. In-School Suspension</p> <p>5. Out-of-School or Bus Suspension – Short-Term</p> <p>6. Out-of-School or Bus Suspension - Long Term</p> <p>7. Alternative Education Programs</p> <p>8. Expulsion from School</p>
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<b>INDECENT EXPOSURE OR CONDUCT - SECTION 5.20</b>	
A student who exhibits pedophile behavior will be recommended for alternative placement within the district as Our Children's does not work with that disability and does not have the expertise to manage the mental health issues associated with a	pedophile.  Student will be transferred from Our Children's back to the District School System.
<b>INSUBORDINATION - SECTION 5.21</b>	
A student who refuses to carry out reasonable and lawful directions of authorized school personnel is guilty of a serious breach of conduct punishable as set forth below. For purposes of this subsection, truancy, skipping, or leaving the school campus without permission are not to be construed as insubordination.	<b>Levels:</b> 4. In-School Suspension
	5. Out-of-School or Bus Suspension – Short-Term 6. Out-of-School or Bus Suspension - Long Term 7. Alternative Education Programs
<b>INTERFERENCE WITH THE EDUCATIONAL PROCESS - SECTION 5.22</b>	
A student who is guilty of willful disobedience, open defiance of the authority of the principal or any member of the school staff, violence against persons or property, or any other act which substantially disrupts the orderly conduct of the school or the school's educational process is guilty of a serious breach of conduct punishable as follows:	<b>Levels:</b> 6. Out-of-School or Bus Suspension - Long Term 7. Alternative Education Programs 8. Expulsion from School
<b>SERIOUS MISCONDUCT ON A SCHOOL BUS - SECTION 5.27</b>	
A student who refuses to obey the bus driver's or bus attendant's reasonable instructions or creates a disturbance which would distract the bus driver from safely operating the bus, or who throws an object at or from a school bus is guilty of a serious breach of conduct punishable as follows:	<b>Levels:</b> 4. In-School Suspension 5. Out-of-School or Bus Suspension – Short-Term 6. Out-of-School or Bus Suspension - Long Term 7. Transportation Privilege Revoked
	<b>Level:</b> 8. Expulsion from School

TELEPHONES/WIRELESS COMMUNICATION DEVICES - SECTION 5.30	
<p>Wireless communication devices shall not be activated or used during school hours or on school buses. Cell phones/Electronic Device use by a student during an unauthorized time will result in the teacher or administrator directing the student to turn off the device and to put it away; administration shall be notified. Repeated use of an electronic device may result in an administrator confiscating the device and returning it to the parent after a parent/administrator conference. Any failure to comply with a directive by a teacher or administrator for the student to shut off and put away the device shall result in a referral stating insubordination. Any student who violates the provisions of this section is guilty of a breach of conduct punishable as below.</p> <p>No student may have in his or her possession any wireless communication device or any other item that records, stores, or transmits data during any standardized testing (FCAT, SSS, NRT, etc.). Students who choose to bring wireless communication devices to school do so at their own risk. Cell phones and other wireless communication devices are small and easily lost. There is also a high incidence of theft of these devices. The Our Children’s will not be responsible for wireless communication devices lost by or stolen from students.</p> <p><i>NOTE: Any student who uses a wireless communication device in committing a criminal act at school, during school hours, on a school bus, or at a school function is guilty of a serious breach of conduct and is punishable as follows:</i></p>	<p><b>Levels:</b></p> <ol style="list-style-type: none"> <li>1. Parental Assistance</li> <li>2. Office Intervention</li> <li>3. Detention or Work Detail Programs</li> <li>4. In-School Suspension</li> <li>5. Out-of-School or Bus Suspension – Short-Term</li> <li>6. Out-of-School or Bus Suspension - Long Term</li> <li>7. Alternative Education Programs (secondary)</li> <li>8. Expulsion from School</li> </ol>  <p><b>Levels:</b></p> <ol style="list-style-type: none"> <li>4. In-School Suspension</li> <li>5. Out-of-School or Bus Suspension – Short-Term</li> <li>6. Out-of-School or Bus Suspension - Long Term</li> <li>7. Alternative Education Programs (secondary)</li> <li>8. Expulsion from School</li> </ol>

THEFT - SECTION 5.31	
<p>A student who takes from another person money or other property belonging to the other person with the intent to permanently deprive the victim of such property is guilty of a serious breach of conduct which may be reported to the proper law enforcement agency and is punishable as follows:</p>	<p><b>Misdemeanor/Petit Theft Levels:</b></p> <ol style="list-style-type: none"> <li>4. In-School Suspension</li> <li>5. Out-of-School or Bus Suspension – Short-Term</li> <li>6. Out-of-School or Bus Suspension - Long Term</li> <li>7. Alternative Education Programs (secondary)</li> </ol> <p><b>Felony/Grand Theft Levels:</b></p> <ol style="list-style-type: none"> <li>6. Out-of-School or Bus Suspension - Long Term</li> <li>7. Alternative Education Programs (secondary)</li> <li>8. Expulsion from School</li> </ol>

<b>TRESPASSING - SECTION 5.32</b>	
<p>A student who enters or remains in a school building or on school property other than on the campus of the school in which the student is enrolled without authorized permission is guilty of trespassing. A student who enters or remains in any school building or on any school property after it is closed to the public without authorized permission is guilty of trespassing. Trespassing is a serious breach of conduct which may be reported to the proper law enforcement agency and is punishable as follows:</p>	<p><b>Levels:</b></p> <ol style="list-style-type: none"> <li>1. Parental Assistance</li> <li>2. Office Intervention</li> <li>3. Detention or Work Detail Programs</li> <li>4. In-School Suspension</li> <li>5. Out-of-School or Bus Suspension – Short-Term</li> <li>6. Out-of-School or Bus Suspension - Long Term</li> <li>7. Alternative Education Programs</li> <li>8. Expulsion from School</li> </ol>
<b>VANDALISM - SECTION 5.33</b>	
<p>A student who willfully and maliciously injures or damages by any means any real or personal property belonging to another, including, but not limited to, the placement of graffiti or other acts of vandalism, on school property, a school bus, or during a school function, is guilty of a serious breach of conduct which shall be reported to the proper law enforcement agency and is punishable as follows:</p>	<p><b>Levels:</b></p> <ol style="list-style-type: none"> <li>4. In-School Suspension</li> <li>5. Out-of-School or Bus Suspension – Short-Term</li> <li>6. Out-of-School or Bus Suspension - Long Term</li> <li>7. Alternative Education Programs</li> <li>8. Expulsion from School</li> </ol>
<b>VIOLENCE, INCITEMENT TO - SECTION 5.34</b>	
<p>A student who commits an act of violence or, by words or actions, threatens others with violence, directly or indirectly, or incites others to do violence or bodily harm or to fight is guilty of a serious breach of conduct punishable as follows:</p> <p>Violators of the above section may be referred to an appropriate mental health professional for an evaluation before returning to school.</p>	<p><b>Levels:</b></p> <ol style="list-style-type: none"> <li>4. In-School Suspension</li> <li>5. Out-of-School or Bus Suspension – Short-Term</li> <li>6. Out-of-School or Bus Suspension - Long Term</li> <li>7. Alternative Education Programs</li> <li>8. Expulsion from School</li> </ol>



**Forms  
To Be  
Returned  
To School**

**Part VI**

Appendix A – Directory Information Opt-Out Form

If you do not want the Our Children’s, Florida (SBPC), to disclose from your child’s educational records in accordance with federal law<sup>1</sup>, please mark the appropriate statements below and return this form to your child’s school within the next thirty (30) days.

Student’s Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

ID#: \_\_\_\_\_

**Directory Information** is defined as the following student (or adult student) information: name, address, telephone number (if it is a listed number), grade level, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and most recent previous educational agency or institution attended.

- DO NOT DISCLOSE** my child’s Directory Information without my prior permission.
- DO NOT DISCLOSE** my child’s name, address, and telephone number to the entities checked below without my prior permission:

\_\_\_\_\_ U.S. Military (Army, Navy, Air Force, Marines, *etc.*)

\_\_\_\_\_ Colleges and other educational institutions

I understand that by completing and submitting this form, SBPC will restrict the disclosure of this type of information from my child’s educational records and that SBPC has no further obligation to contact me on a case-by-case basis to request my consent for the disclosure of Directory Information.

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

<sup>1</sup> The *Family Educational Rights and Privacy Act* (20 U.S.C. § 1232 g.), Section 9528 of the *Elementary and Secondary Education Act* (20 U.S.C. 7908), as amended by the *No Child Left Behind Act of 2001* (P.L. No. 107-110), and the *National Defense Authorization Act for fiscal year 2002*, (P.L. 107) U.S.C. 503, as amended by Section 544.

**Appendix B – Acknowledgment Form**

**STUDENT ACKNOWLEDGMENT:** I has received a general overview and specific instruction of the contents of the Our Children’s Public School's Code of Student Conduct. I have also been informed that compliance with the Code is mandatory.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Name of Student (Please Print)

\_\_\_\_\_  
Name of School

\_\_\_\_\_  
ID #

**PARENTAL ACKNOWLEDGMENT:** I/we are aware of the contents of the Our Children’s Public Schools’ Code of Student Conduct and have been informed that compliance with the Code is mandatory.

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Name of Parent (Please Print)

\_\_\_\_\_  
Date

APPENDIX C - STUDENT IMAGE AND TECHNOLOGY OPT-OUT FORM

Student Name \_\_\_\_\_  
(Please print) Last Name First Name MI Student ID# Grade  
(Not Social Security number)

Date of Birth \_\_\_\_\_ School \_\_\_\_\_

**Students will have the privileges listed below unless the Parent/Guardian submits this Image and Technology Opt-Out Form.**

Published is defined as viewable by the public and/or within the District through a variety of electronic media (i.e., web site, television, video, etc.). This may include any combination of the options below.

Please place a check in the blank provided for each of the following items of which you do **NOT** want your child to participate and sign at the end of this document.

- 1. \_\_\_\_\_ **My child does not have my permission to access Our Children’s networked computers, Which include the Internet. (other than as described below)**

The use of technology, which includes the Internet, will be provided to access State and District mandated assessments and related material according to Board Policy 4.009 and Florida Statutes 1008.22, 1008.24, and 1008.385. Regardless of whether you opt-out or not, your child will have access to this technology.

The Our Children’s School District provides Internet filters and takes great care to block access to inappropriate material. Although a conscious effort is made to deter access to materials that are inappropriate in the school environment, no safeguard is foolproof. Students are responsible for avoiding access to inappropriate material.

- 2. \_\_\_\_\_ **My child does not have my permission to be photographed or videotaped.**

By checking #2, your child’s photograph will not be in the yearbook nor will he/she be videotaped for the school news show or other school/district video productions.

- 3. \_\_\_\_\_ **My child does not have my permission to have photo/video image published.**

- 4. \_\_\_\_\_ **My child does not have my permission to have work published.**

- 5. \_\_\_\_\_ **My child does not have my permission to have his/her first and last name appear ALONG WITH their work produced, photo and/or video image.**

By checking #5, your child’s photo and name **together** will not be included in news about honors, awards and accomplishments.

The Image and Technology Opt-Out Form will become a part of the student’s cumulative record.

Parent/Guardian Name(s)

\_\_\_\_\_  
(Please print) Last Name First Name MI

Parent/Guardian Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

# Glossary

**EXCEPTIONAL STUDENT:** For purposes of this Code of Student Conduct only, all references to "Exceptional" students shall not include "gifted" students unless gifted students are expressly mentioned.

**EXTRACURRICULAR ACTIVITIES:** Extracurricular activities are defined as those activities that are not part of the regular course of study such as club meetings, sport events, graduation exercises, drama performances, field trips, band and marching performances, dances, proms, *etc.*

**PARENT:** For purposes of this Code of Student Conduct, "parent" shall mean the parent or parents or the guardian or guardians of a student enrolled in the Our Children's Public Schools.

**REENTRY:** Any student who is placed in a juvenile detention facility, county jail, commitment facility, or substance abuse treatment program may reenter the Our Children's School System only after approval from the appropriate hearing officer.

**SCHOOL EMPLOYEE/PERSONNEL/STAFF:** For purposes of this Code of Student Conduct, "school employees," "school personnel," or "school staff members" shall mean and include school administrators, teachers, Para educators, school resource officers, secretaries, bus drivers and attendants, cafeteria workers, custodians, school volunteers or adult chaperones, and any other person authorized to supervise or monitor students.

**SEARCHES:** A student's locker, vehicle, purse, backpack, and other personal possessions may be searched if there is a reasonable belief any of them contain drugs, weapons, contraband, or other items not permitted on campus. Trained sniff-screening dogs are allowed in the schools to prevent drugs and weapons. The routine checks by dogs are not considered a search by law. These are safety precautions to provide a safe and healthy school in which to learn. Strip searches of students by school personnel are prohibited. Nothing in this provision shall be construed to obstruct a law enforcement officer in the performance of his/her duty.

**STUDENT:** For purposes of this Code of Student Conduct, "student" shall mean a student or students in grades Pre-K through adult school enrolled in the Our Children's Public Schools.