



**PINELLAS PREPARATORY  
ACADEMY**

*Corporate Policies  
& Procedures*

*Amended on May 17, 2011*

# Table of Contents

---

---

<b>WELCOME AND INTRODUCTION</b> .....	<b>7</b>
<b>CHAPTER 1: FOUNDATION</b> .....	<b>7</b>
<b>(1.1) MISSION STATEMENT:</b> .....	<b>7</b>
<b>(1.2) ORGANIZATIONAL STRUCTURE:</b> .....	<b>7</b>
<b>(1.3) DECISION MAKING</b> .....	<b>7</b>
<b>(1.4) NON-DISCRIMINATION</b> .....	<b>7</b>
(1.4.1) NON-DISCRIMINATION .....	8
(1.4.2) RETALIATION IS PROHIBITED .....	9
(1.4.3) REPORTING PROCEDURES AND INVESTIGATION .....	9
(1.4.4) RESPONSIVE ACTION .....	10
(1.4.5) CONCLUSION .....	10
(1.4.6) TRAINING.....	10
<b>(1.5) PARENTAL INVOLVEMENT</b> .....	<b>11</b>
<b>(1.6) DEFINITIONS</b> .....	<b>11</b>
<b>CHAPTER 2: BOARD OF DIRECTORS</b> .....	<b>12</b>
<b>(2.1) BOARD OF DIRECTORS</b> .....	<b>12</b>
<b>(2.2) GENERAL POWERS</b> .....	<b>12</b>
<b>(2.3) GENERAL RESPONSIBILITIES</b> .....	<b>12</b>
<b>(2.4) GOVERNANCE MEETINGS</b> .....	<b>12</b>
<b>(2.5) BOARD OF DIRECTOR’S OFFICER DUTIES</b> .....	<b>12</b>
(2.5.1) CHAIRMAN.....	12
(2.5.2) VICE CHAIRMAN .....	12
(2.5.3) TREASURER .....	12
(2.5.4) SECRETARY .....	13
<b>(2.6) BOARD MEMBERSHIP</b> .....	<b>13</b>
(2.6.1) MEMBERSHIP CRITERIA .....	13
(2.6.2) MEMBERSHIP TERMS.....	13
(2.6.3) BOARD POWERS .....	13
(2.6.4) CONFLICT OF INTEREST POLICY .....	13
(2.6.4.1) Definitions .....	13
(2.6.4.2) Procedures.....	14
(2.6.4.3) Records of Proceedings .....	15
(2.6.4.4) Compensation .....	15
(2.6.4.5) Nepotism.....	16
(2.6.4.6) Annual Statements .....	16
(2.6.4.7) Periodic Reviews.....	16
(2.6.4.8) Use of Outside Experts.....	16
(2.6.5) FINANCIAL INTEREST .....	16
(2.6.6) APPLICATION PROCESS .....	16

(2.6.7) ELECTION PROCESS .....	16
(2.6.8) ORIENTATION FOR NEW BOARD MEMBERS .....	17
(2.6.9) REMOVAL PROCESS .....	17
<b>(2.7) OPERATIONAL PROCEDURES .....</b>	<b>17</b>
(2.7.1) MEETINGS.....	17
(2.7.2) SPECIAL MEETINGS .....	18
(2.7.3) AUDIENCE PARTICIPATION .....	18
(2.7.4) VOTING BY PROXY .....	18
(2.7.5) COMMITTEES .....	18
(2.7.5.1) Development of Committees.....	18
(2.7.5.2) Committee Reports.....	18
(2.7.5.3) Authority .....	18
<b>(2.8) EMPLOYER RESPONSIBILITIES .....</b>	<b>18</b>
(2.8.1) PURVIEW OF PRIVATE EMPLOYER MATTERS.....	18
(2.8.2) PRIVATE EMPLOYMENT MATTERS.....	18

**CHAPTER 3: EMPLOYMENT MANUAL / HUMAN RESOURCES ..... 19**

<b>(3.1) PERSONNEL RECORDS .....</b>	<b>19</b>
<b>(3.2) COMPENSATION AND BENEFITS .....</b>	<b>20</b>
(3.2.1.1) Salaried Employees .....	20
(3.2.1.1.1) Initial Salary Placement.....	20
(3.2.1.1.2) Reclassification .....	20
(3.2.1.1.3) Retroactive Payments.....	20
(3.2.1.1.4) Return of Overpayment.....	20
(3.2.1.2) HOURLY EMPLOYEES .....	20
(3.2.2) DUAL EMPLOYMENT AND COMPENSATION .....	20
(3.2.3) VACATIONS / PAID TIME OFF.....	21
(3.2.3.1) Salaried Employees .....	21
(3.2.3.2) Hourly Employees PTO .....	21
(3.2.3.3) Hourly Employees Paid Holidays .....	21
(3.2.3.4) Approval.....	21
(3.2.3.5) Substitutes .....	22
(3.2.3.6) Overuse of PTO .....	22
(3.2.3.7.1) Unused PTO for Salaried Employees .....	22
(3.2.3.7.2) Unused PTO for Hourly Employees .....	22
(3.2.4) LEAVES (GENERAL) .....	22
(3.2.4.1) Military Leave .....	22
(3.2.4.2) Personal Leave.....	22
(3.2.4.2.1) Leave of Absence without Pay.....	22
(3.2.4.2.1.1) Salary Action .....	23
(3.2.4.2.1.2) Returning/Not Returning From a Leave.....	23
(3.2.4.3) Family and Medical Leave.....	23
(3.2.4.3.1) Eligibility .....	23
(3.2.4.3.2) Basic Leave.....	23
(3.2.4.3.3) Qualifying Exigency Leave .....	23
(3.2.4.3.4) Covered Service Member Leave .....	24
(3.2.4.3.5) Intermittent Leave.....	25
(3.2.4.3.6) Giving Notice of the Need for Leave.....	25

(3.2.4.3.7)	Approval.....	25
(3.2.4.3.8)	Providing Evidence of Need for Leave .....	25
(3.2.4.3.9)	Designation of Leave .....	26
(3.2.4.3.10)	Intent to Return to Work for FMLA Leave.....	26
(3.2.4.3.11)	Pay During Leave .....	26
(3.2.4.3.12)	Benefits During Leave.....	26
(3.2.4.3.13)	Return from Leave .....	26
(3.2.4.3.14)	Return From Leave Fitness For Duty Certification.....	26
(3.2.4.3.15)	Taking More than the Allowed Leave .....	26
(3.2.4.3.16)	Employee Rights and Responsibilities.....	27
(3.2.4.4)	Leave for Jury Duty: .....	27
(3.2.4.5)	Bereavement Leave: .....	27
(3.2.5)	EMPLOYEE BENEFITS .....	27
(3.2.5.1)	Eligibility .....	27
(3.2.5.2)	Organizational Contribution.....	27
(3.2.5.3)	Termination of Coverage.....	27
(3.2.5.4)	Leaves of Absence.....	27
(3.2.5.5)	Worker’s Compensation.....	28
(3.2.5.6)	Benefits Payback Option.....	28
<b>(3.3)</b>	<b>EMPLOYEE BEHAVIOR.....</b>	<b>28</b>
(3.3.1)	PERSONAL FINANCIAL OBLIGATIONS .....	28
(3.3.2)	CONFLICTS OF INTEREST .....	28
(3.3.3)	POLITICAL ACTIVITIES.....	29
(3.3.4)	ACADEMIC FREEDOM .....	31
(3.3.5)	HOURS OF DUTY .....	31
(3.3.6)	PROFESSIONAL CONDUCT .....	31
(3.3.6.1)	Ethical Standards .....	31
(3.3.6.1.1)	Reporting Requirements.....	31
(3.3.6.1.2)	Investigation.....	32
(3.3.6.1.3)	Legally Sufficient Complaint.....	32
(3.3.6.1.4)	Resignation or Retirement in Lieu of Termination.....	32
(3.3.6.1.5)	Training.....	32
(3.3.6.2)	Professional Standards.....	32
(3.3.6.2.1)	Job Performance .....	33
(3.3.6.2.2)	Misconduct.....	33
(3.3.6.2.3)	Attendance .....	33
(3.3.6.3)	Discipline Procedure .....	33
(3.3.6.4)	Employment At Will .....	34
(3.3.7)	REPORTING LEGAL INFRACTIONS.....	34
<b>(3.4)</b>	<b>SCHOOL RIGHTS.....</b>	<b>34</b>
(3.4.1)	EMPLOYMENT OF RELATIVES .....	34
(3.4.2)	PRE-WORK PHYSICAL EXAMINATIONS.....	34
(3.4.3)	REQUIREMENTS AND PROCEDURES FOR INITIAL APPOINTMENT .....	34
(3.4.3.1)	Background Screening .....	35
(3.4.4)	ASSESSMENT OF INSTRUCTIONAL, ADMINISTRATIVE AND SUPERVISORY PERSONNEL .....	35
(3.4.4.1)	Intent .....	35
(3.4.4.2)	Frequency.....	35
(3.4.4.3)	Unsatisfactory .....	35
(3.4.4.4)	Miscellaneous.....	35
(3.4.5)	INITIAL PROBATIONARY PERIOD.....	36

(3.4.6) REAPPOINTMENT OR NON-REAPPOINTMENT OF CERTIFICATED PERSONNEL NOT UNDER CONTINUING CONTRACT .....	36
(3.4.7) SUSPENSION AND/OR DISMISSION OF INSTRUCTIONAL AND ADMINISTRATIVE PERSONNEL DURING CONTRACTUAL PERIOD .....	37
<b>(3.5) EMPLOYEE RIGHTS AND RESPONSIBILITIES .....</b>	<b>37</b>
(3.5.1) PROFESSIONAL EDUCATION .....	37
(3.5.2) COPYRIGHTS AND PATENTS .....	37
(3.5.3) REPRODUCTION OF COPYRIGHTED MATERIALS .....	37
(3.5.4) TRANSPORTING STUDENTS.....	37
(3.5.5) SMOKING OF TOBACCO PRODUCTS ON SCHOOL PROPERTY.....	38
(3.5.6) DRUG-FREE AND ALCOHOL-FREE WORKPLACE.....	38
(3.5.6.1) Prohibition .....	38
(3.5.6.2) Drug-Free and Alcohol-Free Workplace.....	38
(3.5.6.3) Drug and Alcohol Testing.....	39
(3.5.6.4) Testable Substances.....	39
(3.5.6.5) Disciplinary Consequences If Positive Results.....	40
(3.5.6.6) Confidentiality .....	41
(3.5.7) TEACHER CERTIFICATION STANDARDS .....	42
(3.5.8) FAMILIARITY OF INSTRUCTIONAL PERSONNEL WITH STATUTES, RULES AND POLICY .....	42
(3.5.9) TUTORING.....	42
(3.5.10) MEMBERSHIP IN ORGANIZATIONS .....	42
(3.5.11) EXTRA-CURRICULAR ACTIVITIES .....	42
(3.5.12) PROFESSIONAL DEVELOPMENT TRADE DAYS .....	42

**CHAPTER 4: STUDENT MANUAL..... 43**

<i>ADMISSIONS AND ATTENDANCE .....</i>	<b>43</b>
(4.1) ADMINISTRATIVE POLICY MANUAL.....	<b>43</b>
(4.2) ADMISSION OF STUDENTS.....	<b>43</b>
(4.2.1) LOTTERY PROCEDURES.....	43
(4.3) ATTENDANCE .....	<b>44</b>
(4.4) RELEASING A STUDENT FROM SCHOOL .....	<b>44</b>
(4.5) CODE OF STUDENT CONDUCT .....	<b>44</b>
(4.6) CHILD ABUSE, MOLESTATION, NEGLECT .....	<b>44</b>
(4.7) SCHOOL CALENDAR.....	<b>45</b>
(4.8) SECURITY OF STUDENT RECORDS .....	<b>45</b>
(4.9) UP-TO-DATE RECORDS .....	<b>46</b>

**CHAPTER 5: TEACHING AND LEARNING..... 47**

<i>EXCEPTIONAL STUDENT EDUCATION .....</i>	<b>47</b>
(5.1.1) ACCEPTANCE OF STUDENTS.....	47
(5.1.2) LIMITATION OF SERVICES.....	47
(5.1.3) DUAL ENROLLMENT .....	47
(5.2) SECTION 504 POLICY .....	<b>47</b>

**CHAPTER 6: MANAGEMENT..... 48**

<b>(6.1) SUPERVISION OF STUDENTS .....</b>	<b>48</b>
<b>(6.2) MONETARY.....</b>	<b>48</b>
<b>(6.3) CAPITALIZATION POLICY.....</b>	<b>48</b>
<b>(6.4) VIDEO SURVEILLANCE .....</b>	<b>49</b>
<b>(6.5) SALE OR DISPOSAL OF PROPERTY .....</b>	<b>49</b>
<b>(6.6) PUBLIC RECORDS REQUESTS.....</b>	<b>50</b>
<b><u>CHAPTER 7: FACILITIES.....</u></b>	<b><u>52</u></b>
<b>(7.1) CARE AND MAINTENANCE.....</b>	<b>52</b>
<b>(7.2) FACILITIES RENTAL.....</b>	<b>52</b>
<b><u>CHAPTER 8: BEFORE / AFTER CARE .....</u></b>	<b><u>54</u></b>
<b>(8.1) GENERAL OPERATION .....</b>	<b>54</b>
<b>(8.2) ADMINISTRATIVE POLICIES .....</b>	<b>54</b>

# **WELCOME & INTRODUCTION**

---

This handbook is intended to help you get acquainted with Pinellas Preparatory Academy, Inc. It explains some of our philosophies and beliefs and describes, in general terms, some of our employment guidelines. We hope that it will serve as a useful reference document throughout your employment with Pinellas Preparatory Academy, Inc. Also, please understand that the handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of Pinellas Preparatory Academy, Inc. or its employees. This handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Because Pinellas Preparatory Academy, Inc. is a growing and changing Charter School, the Board of Directors reserves full discretion to add to, delete or modify any and all policies, from time to time. At all times, these policies will be construed and applied in a manner consistent with all applicable local, state, and federal laws and regulations.

For this reason, we urge you to check with the Principal or Superintendent to obtain current information regarding the status of any particular policy, procedure, or practice.

This handbook is intended for your personal use and reference as an employee of Pinellas Preparatory Academy, Inc.

**Please sign the acknowledgement form at the back of this handbook, tear it out, and return it to the Human Resources Department. This will provide Pinellas Preparatory Academy, Inc. with a record that you received the handbook.**

## **Chapter 1: Foundation**

---

- (1.1) **Mission Statement:** Pinellas Preparatory Academy, Inc. strives to provide a creative and positive environment for emotionally mature children. Our excellent faculty shares with parents and the community the responsibility to prepare each child for secondary education and beyond.
- (1.2) **Organizational Structure:** The Board of Directors sets policies and guidelines for the organization and delegates to staff day-to-day responsibility for operational matters. The Principal consults with the staff members in order to allow for the greatest possible staff participation in the decision making of the organization.
- (1.3) **Decision Making:** The Board of Directors is responsible for setting the budget, establishing organization wide policies and overseeing the general operation of the organization. It is the Superintendent's responsibility to ensure these policies are carried out, and to develop a system that ensures the input of staff, students and community.
- (1.4) **Non-Discrimination:**

(1.4.1) **Non-Discrimination:** : Pinellas Preparatory Academy, Inc. does not discriminate against anyone, to general operations of the organization, and to any basis prohibited by applicable law or regulation.

Pinellas Preparatory Academy, Inc. is committed to an environment in which all individuals are treated with respect and dignity. We believe that each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Pinellas Preparatory Academy, Inc. expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment. Thus Pinellas Preparatory Academy, Inc. does not and will not tolerate discrimination against or harassment of or by our employees, students, vendors, or other person. The term “harassment” includes, but is not limited to, slurs, jokes, and other verbal, graphic, or physical conduct relating to an individual’s race, color, sex (including discrimination against or harassment of individuals of the same sex), pregnancy, religion, national origin, ancestry, citizenship, age, disability, workers compensation claims, marital, veteran or any other protected status. “Harassment” may include a range of subtle and not so subtle behaviors and also includes unwelcome or unwanted sexual advances, requests or demands for favors, offensive touching, and other types of conduct whether it be physical, verbal, graphic, or electronic communication (including e-mail and facsimiles) of a harassing or sexual nature involving individuals of the same or different gender. This includes, but is not limited to:

- Unwelcome or unwanted physical contact or sexual advances including, but not limited to, patting, grabbing, pinching, brushing-up against, hugging, cornering, kissing, fondling, or any other similar physical contact.
- Unwelcome requests or demands for favors including, but not limited to, subtle or blatant expectations, pressures, requests or demands for sexual, unethical or illegal favors; or unwelcome requests for dates or contacts. Such unwelcome requests or demands may or may not relate to an implied or stated promise of preferential treatment, or a threat of negative consequences concerning employment, including, but not limited to, promotion, demotion, transfer, layoff, termination, pay or other form of compensation, and selection for training.
- Verbal and written abuse or unwelcome kidding including, but not limited to, that which is sexually-oriented, including same-sex harassment; commentary about an individual’s body, sexual prowess or sexual deficiencies; inappropriate comments about race, color, religion, sex, pregnancy, national origin, ancestry, citizenship, age, disability, workers compensation claims, marital, veteran or other protected status; dirty jokes or other jokes which are unwanted and considered offensive or tasteless; or comments, innuendoes, epithets, slurs, negative stereotyping, leering, catcalls or other actions that offend, whether sexually oriented or otherwise related to a prohibited form of discrimination or harassment.
- Any form of behavior that unreasonably interferes with work performance, including, but not limited to, unwanted sexual attentions, comments, interruptions, or other



communications, whether sexually-oriented or otherwise related to a prohibited form of discrimination or harassment, that reduces productivity or time available to perform work-related tasks or otherwise interferes with work performance.

- Actions that create a work environment that is intimidating, hostile, abusive, or offensive because of unwelcome or unwanted conversations, suggestions, requests, demands, physical contacts or attentions, whether sexually-oriented or otherwise related to a prohibited form of discrimination or harassment.
- The distribution, display, or discussion of any written or graphic material, including calendars, posters, cartoons, or names, that belittles or shows hostility or aversion toward an individual, his/her relatives, friends or associates or a group because of race, color, religion, sex (including same sex discrimination or harassment), pregnancy, national origin, ancestry, citizenship, age, disability, workers compensation claims, marital, veteran or other protected status.

All employees and applicants are covered by this policy and are strictly prohibited from engaging in any form of discriminatory or harassing conduct. Further, no employee has the authority to suggest to another employee or applicant that the individual's employment, continued employment, or future advancement will be affected in any way by entering into, or refusing to enter into, a personal relationship. Such conduct is a direct violation of this policy.

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as business trips, business meetings and business-related social events.

**Violation of this policy will subject an employee to disciplinary action, up to and including immediate discharge.**

**(1.4.2) Retaliation is Prohibited:** : Pinellas Preparatory Academy, Inc. prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination.

**(1.4.3) Reporting Procedures and Investigation:** : Pinellas Preparatory Academy, Inc. strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct they believe is contrary to Pinellas Preparatory Academy, Inc.'s policy or who have concerns about such matters should file their complaints with the Superintendent, Principal, any Member of the Board of Directors, or the Board's designee, whereupon the matter will be discreetly and thoroughly investigated. Pinellas Preparatory Academy, Inc. will then take immediate steps to stop any behavior which violates this policy and see that it does not repeat itself. Disciplinary action, up to and including termination,

calculated to end the discrimination or harassment, will be taken, when appropriate, against the offender(s).

***Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing any claim.***

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of discrimination or harassment. Therefore, while no fixed reporting period has been established, Pinellas Preparatory Academy, Inc. strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

**(1.4.4) Responsive Action:** : Conduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as Pinellas Preparatory Academy believes appropriate under all of the circumstances.

Any person utilizing this complaint resolution procedure will be treated courteously, and the problem will be handled swiftly and as confidentially as possible in light of all the circumstances, with appropriate corrective action being taken. The registering of a complaint will in no way be used against that individual, nor will it have an adverse impact on their employment status. A record of the complaint and findings will become a part of the complaint investigation record and that file will be maintained separately from the personnel files.

**(1.4.5) Conclusion:** : Individuals who have questions or concerns about this policy may talk with the Superintendent or any member of the Board of Directors.

**Please keep in mind that the very nature of discrimination, harassment and retaliation makes it virtually impossible to detect unless a complaint is appropriately reported. Do not assume that Pinellas Preparatory Academy, Inc. is aware of your problem! It is your responsibility to bring this information to the attention of Pinellas Preparatory Academy, Inc. so the issue can be resolved.**

(1.4.6) **Training:** New employee orientation training shall include a component on the harassment policy. All administrators are responsible for assuring that their staff members are familiar with the policy on harassment and that new employees are orientated as necessary throughout each school year. As part of the review of the Code of Student conduct at the beginning of the school year, this policy will be discussed in student classes, school advisory councils, and parent and teacher associations. Students

enrolled after the beginning of the school year will be provided a copy of the Code of Student conduct and advised of this policy.

- (1.5) **Parental Involvement:** We believe that educating a child is not something that can happen in only one environment, and requires the active participation of adults from various perspectives to best influence children. As such, we believe parental involvement in a child's education and in the school itself is essential for promoting a positive learning atmosphere.

Parents are actively encouraged to participate within the school in any way possible. This could include volunteering to assist in the classroom, volunteering to chaperon events for the school, assisting in the office, volunteering for the Parent Teacher Enrichment Group or by serving on the Board of Directors. Parents should seek ways to involve themselves within the school.

- (1.6) **Definitions:** Pinellas Preparatory Academy, Inc. is the non-profit corporation incorporated within the state of Florida. Throughout this document Pinellas Preparatory Academy, Inc. [PPA, Inc.] or the organization refers to the corporate organization.

Pinellas Preparatory Academy [PPA] is the charter school serving students in fourth through eighth grades, authorized by Pinellas County Schools and overseen by Pinellas Preparatory Academy, Inc. Throughout this document the school is referred to as Pinellas Preparatory Academy [PPA].

Pinellas Primary Academy [PPA, Jr.] is a the charter school serving students in Kindergarten through fourth grades, authorized by Pinellas County Schools and overseen by Pinellas Preparatory Academy, Inc. Throughout this document the school is referred to as Pinellas Primary Academy [PPA, Jr.].

## Chapter 2: Board of Directors

---

- (2.1) **Board of Directors:** The Board of Directors is a legal requirement for a charter school organized as a not for profit organization and ensures its operations continue to focus on service to the public. In addition to its legal responsibilities the Board of Directors supports both the Organization and individual schools' missions and seeks to promote them by advocating the educational philosophy of each school.
- (2.2) **General Powers:** All affairs of the Organization shall be overseen by the Board of Directors. The Board of Directors primary duties include but are not limited to the hiring and evaluation of the Superintendent, setting of Policies and Procedures, strategic planning and assessment of the organization in accomplishing the missions of the organization and individual schools' as well as the oversight of the public trust.
- (2.3) **General Responsibilities:** In exchange for direct and indirect financial assistance from state and federal governments, state charter school legislation, as well as non profit corporate law requires the Board of Directors to serve as guardians of the "public trust". This structure makes the organization's management accountable to the Board of Directors, who due to their voluntary nature, can effectively provide financial oversight since no personal gain is involved.

Election to the Board of Directors carries with it a responsibility of stewardship. The directors are the custodians of the integrity of the organization; they hold in trust the school's reputation as created by its founders, and as developed by those who have shaped the school in the past. Current directors accept the obligation to not only preserve, but also add to this organization. In this way board members help form not only the present, but also the future composition of the organization.

- (2.4) **Governance Meetings:** The Board of Directors shall fulfill these duties by meeting no less than every other month. In compliance with the Florida Law the Board publishes the schedule of its meetings and holds them in open session. The Board will meet in accordance with the Florida Sunshine Law, Section 286.011 and shall meet in executive session only when and to the extent permitted by Florida law.
- (2.5) **Board of Director's Officer Duties**
- (2.5.1) **Chairman:** The Chairman as the chief officer of the non profit organization and shall preside at all meetings of the Board. He or she will sign, along with the Principal of the school all teacher contracts. He or she will sign, along with the Superintendent and Secretary of the Board of Directors, or any other proper agent of the School authorized by the Board, any deeds, mortgages, leases or other instruments which the Board authorizes to be executed.
- (2.5.2) **Vice Chairman:** The Vice Chairman fills in for the Chairman and performs all duties as assigned by the Chairman.
- (2.5.3) **Treasurer:** The Treasurer shall be responsible for overseeing all funds and securities of the Organization and perform all duties incident to the office of Treasurer and other

duties assigned to him or her by the Chair or Board of Directors. The Treasurer is responsible, with the Superintendent for ensuring the monthly financial reports and the end of the year audit are completed and filed with the county in a timely manner.

(2.5.4) **Secretary:** The Secretary shall keep minutes of the meetings of the Board of Directors in a book provided for that purpose and maintained at the organization, and such duties as assigned by the Chairman or Board of Directors, and other duties incident to the office of Secretary.

(2.6) **Board Membership**

(2.6.1) **Membership Criteria:** The Board of Directors shall consist of no less than three (3) and no more than nine (9) voting members. Potential members for the Board shall be nominated and selected by the Board from a pool of parents, past parents, grandparents, alumni, patrons, and community members.

(2.6.2) **Membership Terms:** All newly elected Board members shall serve for an initial term of twelve (12) to twenty-four (24) months beginning on the first day of the month following their fingerprinting and background check and ending on the July 31 following the anniversary of the beginning of the term, unless filling a vacancy. Following the first term of service, directors may be re-elected to serve another term.

(2.6.3) **Board Powers:** The Board of Directors affirms that the directors, officers, administrators, faculty and other employees of the organization have an obligation to exercise their authority and to carry out the duties of their respective positions for the sole benefit of the organization. Directors must avoid conflicts of interest. A Board Member must avoid placing themselves in positions in which their personal interests are, or may be, in conflict with the interests of the organization.

(2.6.4) **Conflict of Interest Policy:** The purpose of the conflict of interest policy is to protect the interest of Pinellas Preparatory Academy, Inc. when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations generally and public charter schools specifically.

(2.6.4.1) **Definitions:**

1. **Interested Person:** Any director, principal officer, owner, president, chairperson, governing board member, or member of a committee with governing board delegated powers and any superintendent, principal, other administrator, or any other person employed by the organization who has equivalent decision-making authority who has a direct or indirect financial interest, as defined below, is an interested person.
2. **Financial Interest:** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
  - a. An ownership or investment interest in any entity with which the organization has a transaction or arrangement,

- b. A compensation arrangement with the organization or with any entity or individual with which the organization has a transaction or arrangement, or
  - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.
3. **Family:** A “family” member means: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.
  4. **Compensation:** Compensation includes direct and indirect remuneration as well as loans, gifts, in-kind services, favors or anything of value. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

**(2.6.4.2) Procedures:**

1. **Duty to Disclose:** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
2. **Determining Whether a Conflict of Interest Exists:** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
3. **Procedures for Addressing the Conflict of Interest:**
  - a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
  - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - c. After exercising due diligence, the governing board or committee shall determine whether the organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
  - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the organization’s best interest, for its own benefit, and whether it is fair and reasonable.

- e. In conformity with the above determination, the organization shall make its decision as to whether to enter into the transaction or arrangement, EXCEPT if the interested person or his/her spouse or child (i.e., immediate family) has a direct material interest in a transaction involving the purchase, rent or leasing of any realty, goods or services, the organization is prohibited from entering into such transaction without subjecting the decision to competitive bidding.

#### **4. Violations of the Conflicts of Interest Policy**

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

(2.6.4.3) **Records of Proceedings:** The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed..
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.
- c. A written memorandum from the interested person explaining the nature of the interest to be filed within 15 days after the vote to which s/he had exercised recusal steps under policy 2.6.4.2.3.a above.

(2.6.4.4) **Compensation:**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No governing board member or his/her spouse or minor child may either solicit or accept anything of value (including a gift, loan, reward, promise of future employment, favor, or service) that is based on any understanding that the vote, official action, or judgment of the governing board member would be influenced by such gift. Gifts from family are not prohibited, nor gifts associated primarily with

the recipient's employment or business. Food or beverage consumed at a single sitting or event may be accepted.

- (2.6.4.5) **Nepotism:** The Organization is prohibited from appointing, employing or promoting a family member of an interested person unless such family member has been in the continuous employ of the organization prior to July 1, 2009 and the organization discloses the nature of such employment.
- (2.6.4.6) **Annual Statements:** Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
- a. Has received a copy of the conflict of interest policy,
  - b. Has read and understands the policy,
  - c. Has agreed to comply with the policy, and
  - d. Understands the organization is (i) charitable and, in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax-exempt purposes and is (ii) a public charter school subject to applicable state and federal laws and regulations.
- (2.6.4.7) **Periodic Reviews:** To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
  - b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.
- (2.6.4.8) **Use of Outside Experts:** When conducting the periodic reviews as provided for in Policy 2.6.4.7, the organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.
- (2.6.5) **Financial Interest:** Members of the Board shall not receive any monetary compensation for their services nor shall they have any financial interest in the organization other than their own monetary donations to the organization.
- (2.6.6) **Application Process:** Any person wanting to apply to serve as a member of the Board of Directors shall submit an application available from the organization's website along with a letter of intent and resume, which shall be submitted to the Board of Directors for review and consideration. The applicant will agree to follow all Board policies and to submit to fingerprinting and a background check.

The Board of Directors may recruit members based on the identification of strategic needs of the Board and organization and solicit nominees who are natural matches.

- (2.6.7) **Election Process:** The Directors of the School shall be elected annually by the Board of Directors at the annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is convenient.



Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. When a newly elected Board member is filling a vacancy, that member shall fill the remainder of the original member's term, and then be eligible for reelection to continue on the Board. Each officer shall hold office until his or her successor shall have been duly elected.

The Board will evaluate the needs of the Board of Directors at the annual meeting of the Board for the coming school year. After review of all nominees and applicants the Board shall vote on the acceptance or denial of present nominees.

- (2.6.8) **Orientation for New Board Members:** Upon the election or appointment of new board members, the Superintendent shall provide the new Board member with copies of important documents such as: Florida School Laws relating to charter schools, State Board of Education Rules relating to charter schools, Articles of Incorporation, Bylaws, Policies and Procedures, current Charter contract, current annual budget, and other documents the Superintendent deems essential to an understanding of the operation of the organization.

The Superintendent shall set aside such time as is necessary to answer any questions arising from the study of these documentations and shall cooperate fully in assisting the new member to become an informed and active Board member.

New Board Members shall be required to complete statutorily required training.

The organization shall provide the new Board member opportunities to attend a charter school conference or other training opportunities in regards to the responsibilities of Charter School Board Members.

- (2.6.9) **Removal Process:** Any Director or agent elected or appointed by the Board of Directors may be removed by the Board whenever, in its judgment, the best interests of the organization would be served thereby, but such removal shall be without prejudice. In order to remove a director, the Board must vote on the issue and must have quorum to take the vote.

(2.7) **Operational Procedures:**

- (2.7.1) **Meetings:** The annual meeting of the Board of Directors shall be held in July of each year. Operational Board Meetings will be scheduled annually by the Board of Directors. Notice of the meeting and agenda shall be posted no less than three (3) calendar days prior to each meeting. The agenda will be prepared by the Superintendent with input from the Chairman. Input into the agenda should consist only of the placement of items on it and not used as a means to circumvent the sunshine law. A working agenda will be distributed to Board members seven (7) calendars prior to the meeting for input prior to the distribution of the final agenda. These meetings will be held at 2300 S. Belcher Road #100, Largo, FL 33771 or other such place as designated by the Chair.

- (2.7.2) **Special Meetings:** Special Meetings of the Board may be called by the Chairman or any two voting members of the Board. The person(s) calling such meeting may set the location of the meeting as a conveniently accessible place for all Board members and the public. Special Meetings must be scheduled with no less than one (1) day prior notice and must be established to discuss only a single issue.
- (2.7.3) **Audience Participation:** At all Operational Board Meetings any non Board member may elect to speak on each agenda item for up to three minutes. Any audience member who becomes unruly or disruptive to the proceedings may be removed from the meeting in accordance with Pinellas County School Board Policy and Procedures.
- (2.7.4) **Voting By Proxy:** Board Members may not vote by proxy. In circumstances where attendance at the meeting is impossible, the Board member may be present by speaker phone where he/she can hear the motion and all present can hear their vote.
- (2.7.5) **Committees:**
- (2.7.5.1) **Development of Committees:** The Board of Directors by resolution adopted by a majority of voting members may designate one or more committees, each of which shall consist of at least one voting Board member, plus any non-board members as the Board sees fit to appoint.
- (2.7.5.2) **Committee Reports:** All Board Committees are subject to the direction and control of the Board and a designated Board member serving on that committee will serve as chairman or appoint a chairman who will report directly to the Board in the public Operational Board meeting, unless a Special Meeting is called and lends itself to the function of the committee.
- (2.7.5.3) **Authority:** The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual member thereof of any responsibility imposed on it, him, or her by law. Committee recommendations are not binding until and unless adopted by a majority vote of the Board of Directors in session, provided a quorum is present.
- (2.8) **Employer Responsibilities:**
- (2.8.1) **Purview of Private Employer Matters:** Although the Superintendent is responsible for all faculty hiring and evaluations the Board sets general guidelines for the qualifications of staff, terms of contracts, performance evaluation expectations, administrative grievance procedures, non-renewal and termination processes.
- (2.8.2) **Private Employment Matters:** Most private employment matters will be effectively handled by the Superintendent of the organization. On occasion, should the Superintendent need additional advice or recommendations, the Superintendent will consult with either the employee leasing company's HR department, or an employment attorney.

## Chapter 3: Employment Manual / Human Resources

---

- (3.1) **Personnel Records:** Personnel records shall be maintained in accordance with State and Federal Laws. The following records for each employee shall be maintained in a secure file:
- a) Evidence of successful completion of required education
  - b) Florida Teaching Certificate, certificate of law for the position
  - c) Employee assessments
  - d) Signed contract (if required)
  - e) Signed loyalty oath if required by the State of Florida or the Federal Government.
  - f) Withholding allowance certificate (W-4)
  - g) Copy of Social Security Card
  - h) Benefits enrollment documentation
  - i) Background verification (results of School District fingerprint test)
  - j) Letters of reprimand and information regarding any disciplinary action taken
  - k) Personal Data Sheet
  - l) Employment Eligibility Verification (I9 Form)
  - m) Arrest and Conviction Record
  - n) Drug-Free Workplace Policy.

It is the responsibility of the employee to obtain and submit these documents:

- a) Florida Certificate: the employee must submit the original. A copy shall be made to keep within the file, and the original shall be returned to the employee.
- b) Health Certificate: Prior to initial employment and re-employment following a termination, some employees may be required to submit a certificate of health signed by a licensed medical practitioner attesting to the employee's freedom from contagious and infectious diseases and other physical and medical impairments which would prevent the applicant from performing the duties for whom an employment contract is required.
- c) Contracts: Each employee shall sign the offered contract and submit it to the school office within the specified time.
- d) Certificate Extensions/Additions: Other official correspondence with the state Department of Education and any other documents which may be requested shall be copied in the school office. Copies shall be retained and the originals shall be returned to the employee.
- e) Criminal Records: The school shall determine if the prospective employee has an arrest/conviction record.

Personnel records shall be open for inspection and copying consistent with Florida law, Chapter 119 and Federal laws. Social Security numbers will not be disclosed to the public. Evaluations shall be confidential and not open to the public until the end of the school year immediately following the school year in which the evaluation was made. The following payroll deductions are not open to the public: credit union cards, W-4's, tax shelter information, tax levy, court records.

### **(3.2) Compensation and Benefits**

- (3.2.1.1) **Salaried Employees:** Instructional and administrative staff members shall be salaried employees. Salaries shall be made in accordance with schedules adopted by the Board of Directors of the school, and in accordance with state and federal law.
- (3.2.1.1.1) **Initial Salary Placement:** The initial placement on the salary schedule shall be based upon the degree and experience held by the employee on their first day of work.
- (3.2.1.1.1.1) **Degree:** A degree utilized for salary purposes must have been awarded by an institution, which was accredited at the time the degree was awarded or must have been validated by an accredited institution as covered under Department of Education procedures for implementation of applicable State Board Rule. It is the employee's responsibility to provide all applicable transcripts.
- (3.2.1.1.1.2) **Experience:** Experience credit on the instructional salary schedule will be granted for all verified public school experience in accordance with state law. If public school credit is less than eight (8) years full-time private school experience may also be granted up to a maximum of eight (8) total years.
- (3.2.1.1.2) **Reclassification:** Employees who complete educational degrees or obtain a professional teaching certificate that would necessitate a move on the salary schedule are required to provide appropriate documentation to the Superintendent. Such changes to the salary shall only be made at three times during the year: at the start of the fiscal year, at the start of the school year, at the start of second semester of the school year.
- (3.2.1.1.3) **Retroactive Payments:** When salary and benefit agreements are reached, any approved retroactive payments due employees will be paid only to those in active pay status on the date of Board approval.
- (3.2.1.1.4) **Return of Overpayment:** If an employee is overpaid due to an error, resignation, or any other reason, Pinellas Preparatory Academy, Inc. is entitled to recover any overpayment.
- (3.2.1.2) **Hourly Employees:** Non instruction and non administrative employees shall be paid hourly. Hourly rates will be set by the Board of Directors of the school and in accordance with state and federal law.
- (3.2.2) **Dual Employment and Compensation:** An employee may provide services regarding a non-school developed curriculum or program or participate in programs sponsored by other agencies when approved in writing by the Superintendent or his designee. An employee who chooses to request temporary paid leave when engaged in such activities must remit to the organization any remuneration (honorariums, stipends, consultant service fees, etc.) received. In addition, the employee shall remit any travel expense reimbursement provided by the sponsoring agency to the organization when the organization is liable for travel expenses authorized by the approved request.

An employee may not retain such compensation without utilizing personal leave

chargeable to Paid Time Off (PTO), or personal leave without pay. An employee wishing such compensation must request the leave through the submittal and approval of the prescribed forms. The organization will not be responsible for workers' compensation or liability protection or any benefits for employees on personal leave.

An employee providing consultation concerning a curriculum developed by the organization or an individual school operated by the organization, must remit to the School any remuneration received.

**(3.2.3) Vacations / Paid Time Off**

**(3.2.3.1) Salaried Employees:** Salaried employees will be granted Paid Time Off (PTO) within the contract/agreement with the organization.

**(3.2.3.2) Hourly Employees PTO:** All full-time employees are eligible. Temporary, part-time and PRN employees are not eligible. PTO accumulates in relationship to all regular hours you actually work. PTO does not accumulate on overtime hours or on hours not worked, such as when you are using PTO or are on a leave of absence. You may begin using your PTO at any time after it accumulates, however you may not use PTO in advance of any accumulation of it.

<b>Years of Experience</b>	<b>Accumulation Multiplier</b>	<b>Approximate Weeks Off for Full Time Employees</b>
Year 1	0.042017	(2 Weeks)
Years 2 - 5	0.064378	(3 Weeks)
Years 6 -	0.087719	(4 Weeks)

**(3.2.3.3) Hourly Employees Paid Holidays:** Hourly employees who normally work during the following times will be provided holiday pay for the following days. The amount to be paid will be based on the annual average hours worked per day, which is calculated by finding the sum of hours in the work agreement with the employee divided by 52, divided by 5.

**Paid Holidays Time**

- Independence Day
- Labor Day
- Thanksgiving (total of 3 days)
- Winter Break (total of 5 days - Schedule to be determined by the Principal)
- Martin Luther King, Jr. Day
- Memorial Day

**(3.2.3.4) Approval:** PTO requests must be approved by the employee's immediate supervisor prior to the absence, unless the absence is a sick-day and prior notification is not possible.

(3.2.3.5) **Substitutes:** Staff members who require substitutes are responsible for making arrangements for substitutes themselves. A list of potential substitutes will be supplied to staff members annually.

(3.2.3.6) **Overuse of PTO:** If a staff member uses all PTO allotted to them, any additional sick days will be without pay. PTO time will be awarded at the beginning of the school year, should an employee leave before the end of the school, PTO will be prorated and the employee will be expected to pay back over-used PTO.

(3.2.3.7.1) **Unused PTO for Salaried Employees:** PTO remaining at the end of the year will be paid back to salaried employees at the end of the fiscal year (July 1 – June 30). For salaried employees, the amount to be paid back will be calculated by taking the employee's salary, divided by the number of days to be worked during the year, times the number of PTO days remaining.

(3.2.3.7.2) **Unused PTO for Hourly Employees:** Hourly employees are encouraged to use their PTO time during the fiscal year in which it accrues (July 1 – June 30), however, up to fourth (40) hours of accrued PTO time may be carried forward to the following fiscal year. No more than forty (40) hours may be carried forward into the next year.

(3.2.4) **Leaves (General):**

(3.2.4.1) **Military Leave:** If you enter military service while working for Pinellas Preparatory Academy, Inc., you will not lose your status as a regular employee. You will be given an unpaid leave of absence for the duration of your initial tour of duty and your time in the service will count toward your length of service with the organization. If you are a member of a reserve component of the armed forces, you will be granted unpaid leaves necessary to fulfill the requirements of this affiliation. You may use your vacation time instead of leave time for this purpose if you prefer, but you are not required to do so.

If you apply for reemployment within the time specified by federal law following an honorable discharge from the service, you will be given employment comparable to the position you previously held.

(3.2.4.2) **Personal Leave:**

(3.2.4.2.1) **Leave of Absence without Pay:** Should a situation arise that temporarily prevents an employee from working, he/she may be eligible for a Personal Leave of Absence without pay not to exceed 12 continuous weeks. However, employees must be employed for at least 12 months prior to the requested leave. Any request for a leave of absence without pay must be submitted in writing as far in advance as possible and it will be reviewed on a case-by-case basis by the Superintendent. The decision to approve or disapprove is based on the educational requirements of the students, the business needs of the school, the length of time requested, the employee's job performance and attendance and punctuality record, the reasons for the leave, the effect the employee's absence will have on the work in the department and the expectation that the employee will return to work when the leave expires. Leaves of absence will be considered only after all PTO leave has been exhausted.

**(3.2.4.2.1.1) Salary Action;** Any planned salary increase for an employee returning from an unpaid leave of absence without pay will be deferred by the length of the leave.

**(3.2.4.2.1.2) Returning/Not Returning From a Leave:** Due to the nature of our business, the organization cannot guarantee either that an employee's job will remain available or that a comparable position will exist when return from an unpaid leave is sought. When an employee is ready to return from a leave of absence without pay, the organization will attempt to reinstate the employee to his/her former position or to one with similar responsibilities. If the position or a similar position is not available, the organization will search for a suitable position for 30 days from the date the unpaid leave was to officially end. The employee will not be paid for this time. If the employee has not been placed by the end of this period, he/she will be administratively terminated.

An employee who returns to work following an unpaid leave will be considered as having continuous service. If an employee does not return from an unpaid leave of absence without pay, the termination date is the last day of the authorized leave period or the date the employee notifies the Superintendent that he or she is not returning, whichever is earlier. Employees who have been administratively terminated pursuant to this paragraph may be considered for reemployment.

**(3.2.4.3) Family and Medical Leave:** Pinellas Preparatory Academy, Inc. makes available various types of unpaid, job protected leave in accordance with the requirements of the Family and Medical Leave Act of 1993 (FMLA).

**(3.2.4.3.1) Eligibility:** Employees are eligible for unpaid FMLA leave if they: (1) have a cumulative (not necessarily continuous) 12 months of prior service; (2) have worked at least 1250 hours during the 12 months immediately preceding the date on which the FMLA leave would commence; and, (3) work at a location where at least 50 employees are employed within a 75-mile radius.

**(3.2.4.3.2) Basic Leave:** For eligible employees, up to 12 weeks of unpaid leave, in a 12-month period, is available for one or more of the following purposes:

- For the birth and care of a newborn child of the employee;
- For the care and/or placement of a child for adoption or foster care;
- To care for a spouse, child, or parent who has a serious health condition; a child, for purposes of this policy, includes an individual who is either (1) under the age of 18 or (2) older than 18 but incapable of self-care because of a physical or mental disability;
- For your own serious health condition.

The 12-month period is measured on a “rolling backward” basis. Leave measured on a rolling backward basis is measured backward from the date any FMLA leave would commence.

**(3.2.4.3.3) Qualifying Exigency Leave:** For eligible employees, up to 12 weeks of unpaid leave, in a 12-month period, is available for an eligible employee where the employee’s

spouse, son, daughter or parent is on “covered active duty” and leave is needed for a “qualifying exigency.” Covered Active Duty includes: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty. A “qualifying exigency” is:

- Short notice deployment;
- Military events and related activities;
- Childcare and school activities;
- For the purpose of making financial and legal arrangements;
- Rest and recuperation;
- Post-deployment activities; and/or,
- Additional qualifying activities.

The “rolling backward” method used for measuring “Basic Leave” is also used to measure the 12-month period for “Qualifying Exigency Leave.”

(3.2.4.3.4) **Covered Service Member Care Leave:** Leave is available for an eligible employee to care for a spouse, child, parent or next-of-kin who:

- is a current member of the Armed Forces or a member of the Armed Forces who is on the temporary disability list, and who has a “serious injury or illness” for which he or she is undergoing medical treatment, recuperation, or therapy; or, otherwise in outpatient status; or, otherwise on the temporary disability retired list, or
- is a veteran of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, for a “serious injury or illness” and who was a member of the Armed Forces at any time during the period of 5 years preceding the date on which the veteran undergoing the medical treatment, recuperation, or therapy.

For purposes of this section the following definitions apply:

- the term “Armed Forces” includes Armed Forces, National Guard, and Reserves.
- the term “serious injury or illness” means:
  - For current members of Armed Forces – an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.
  - For veteran’s of the Armed Forces – an injury or illness that was incurred by the member in line of duty on active duty on the Armed Forces (or existed before the beginning of the member’s active duty and was



aggravated by service in line of duty on active duty on the Armed Forces) and that manifested itself before or after the member became a veteran.

- Next-of-kin of a covered service member is the nearest blood relative other than the covered service member's spouse, son, or daughter, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes military caregiver leave under the FMLA.

For Covered Service member Care leave only, an employee is entitled to 26 work weeks of leave during any single 12-month period measured on a "rolling forward" basis. Service member Care leave measured on a rolling forward basis will be measured using the 12-month period forward from the date of the employee's first instance of Service member Care leave.

(3.2.4.3.5) **Intermittent Leave:** Eligible employees may take leave intermittently, as blocks of time off or in the form of reducing the employee's normal weekly or daily schedule. If the employee needs leave intermittently or on a reduced-leave schedule for planned medical treatment, it is the employees obligation to schedule the treatment so as not to unduly disrupt the organization's operations. Further, intermittent leave or leave on a reduced-leave schedule must be medically necessary due to a serious health condition or a serious injury or illness, except in the case of intermittent leave for a Qualifying Exigency. In addition, employees are permitted to take intermittent leave for the birth of a child or placement of a child for adoption or foster care; however, intermittent leave for these reasons is only permitted upon the approval of the Superintendent.

(3.2.4.3.6) **Giving Notice of the Need for Leave:** Absent extenuating circumstances, an employee must provide Pinellas Preparatory Academy, Inc. with at least 30 days' advance written notice before FMLA leave is to begin. Failure to do so may cause delay or denial of leave.

If the need for leave is unforeseeable, then the employee must provide notice to Pinellas Preparatory Academy as soon as practicable under the facts and circumstances of your particular situation. For unforeseen leave, you must follow the normal procedure for contacting your supervisor to report an absence.

(3.2.4.3.7) **Approval:** Pinellas Preparatory Academy, Inc. will generally notify you within 5 business days of receipt of your request for FMLA leave of your eligibility to take Family and Medical Leave. If you are not eligible, Pinellas Preparatory Academy, Inc. will tell you why.

(3.2.4.3.8) **Providing Evidence of Need for Leave:** In most cases, Pinellas Preparatory Academy, Inc. will request that the employee provide additional information regarding certification of the leave by providing the employee with a Certification form, specific to the type of leave the employee is requesting, to be completed and returned to the Superintendent. Certification forms and any other requested documentation must be returned to the Superintendent within fifteen (15) days of the Pinellas Preparatory Academy, Inc.'s request for Certification (absent extenuating circumstances).

- (3.2.4.3.9) **Designation of Leave:** Within five (5) business days after the employee has submitted the appropriate Certification form and/or Pinellas Preparatory Academy, Inc. has sufficient information to determine whether the leave requested is FMLA covered, the Superintendent will complete and provide the employee with a written response to the employee's request for FMLA leave.
- (3.2.4.3.10) **Intent to Return to Work from FMLA Leave:** Consistent with the manner in which the Pinellas Preparatory Academy, Inc. addresses other types of medical and personal leave, Pinellas Preparatory Academy, Inc. may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.
- (3.2.4.3.11) **Pay During Leave:** If the employee has available Paid Time Off (PTO), Pinellas Preparatory Academy, Inc. requires the employee to use the remaining PTO at the start of FMLA leave. Once PTO is exhausted, the employee will go on unpaid leave. Both paid and unpaid leave count towards the 12 or 26-week (in the case of Covered Service Member Care Leave) limit.
- (3.2.4.3.12) **Benefits During Leave:** Health insurance benefits will be maintained during leave, however, the employee must continue to pay his or her share of any premiums. If the employee falls more than thirty (30) days behind in making payments, the coverage may be canceled. In addition, should the employee fail to return to work at the expiration of the approved leave, under certain conditions, Pinellas Preparatory Academy, Inc. is entitled to recover any premiums it paid on the employee's behalf in order to maintain the coverage. All insurances and retirement deposits other than health insurance shall be the employee's responsibility.
- (3.2.4.3.13) **Return from Leave:** Upon the employee's release to return to work, the employee will be restored to the same or equivalent position, unless the employee would not otherwise have been employed at the time of reinstatement (e.g., due to an intervening reduction in force or discharge for misconduct or poor performance). Pinellas Preparatory Academy, Inc. reserves the right not to rehire a "key" employee if rehire would cause substantial economic harm to the organization's operation. For the purpose of this policy, key employees are generally those in the top 10% of compensation.
- (3.2.4.3.14) **Return From Leave: Fitness-For-Duty Certification:** Any employee who takes leave for the employee's own serious health condition will be required, as a condition of restoration, to obtain and provide certification that the employee is able to resume work and is able to perform the essential functions of his or her job. The cost of the Fitness-for-Duty Certification is paid by the employee. Pinellas Preparatory Academy, Inc. may delay or deny restoration to employment if a Fitness-for-Duty Certification is not provided. Pinellas Preparatory Academy, Inc. will request a Fitness-for-Duty Certification for leave taken on an intermittent or reduced-leave schedule basis, if reasonable safety concerns exist regarding the employee's ability to perform his or her duties based on the serious health condition for which the employee took leave.
- (3.2.4.3.15) **Taking More than the Allowed Leave:** Pinellas Preparatory Academy, Inc. is unable to keep jobs open indefinitely. If an employee fails to return to work at the end of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.

- (3.2.4.3.16) **Employee Rights and Responsibilities:** The Department of Labor has prepared a summary of an Employee's Rights and Responsibilities under the FMLA. This summary has been is available to any employee upon request to the Superintendent or by visiting <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>.
- (3.2.4.4) **Leave for Jury Duty:** If an employee is called for jury duty during a period you are regularly scheduled to work, you are not required to use PTO to cover your absence. When you are not impaneled for actual service and only on call, you shall report back to work unless authorized by your supervisor to be absent from your work assignment.
- (3.2.4.5) **Bereavement Leave:** When a death occurs in a regular full-time employee's immediate family, that employee may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. The pay for time off will be prorated for a part-time employee if the funeral occurs on a scheduled work day. The organization reserves the right to require verification of the need for the leave. For the purposes of this policy, immediate family is defined as employee's spouse, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. Should additional time off be needed, the employee may make arrangements with the Superintendent for additional PTO or unpaid days off.
- (3.2.5) **Employee Benefits:** The organization provides a comprehensive Benefit Plan which may vary from year to year as determined by the Board of Directors.
- (3.2.5.1) **Eligibility:** Regular employees who work at least thirty (30) hours per week including job-share employees are eligible for benefits, per individual contracts.
- Initial Enrollment:* Enrollment and change forms are due in the office within thirty (30) calendar days of hire or change of eligibility status. Coverage becomes effective the first day of the month following thirty (30) days of employment in an eligible benefit status.
- Open Enrollment:* The Board provides an annual open enrollment period during which an employee may add, cancel, or change coverage. If no action is taken by the employee to change coverage, previous coverages will continue for the next calendar year.
- (3.2.5.2) **Organizational Contribution:** The organization contributes toward the cost of certain employee benefits each pay period during the school year in which a paycheck is earned. In any period during which a paycheck is not earned, the employee will owe both the organization contribution amount and the normal insurance deductions. Organizational contribution amounts vary and are determined by the Board annual.
- (3.2.5.3) **Termination of Coverage:** Insurance coverage ends the last day of the month in which an employee no longer meets eligibility requirements or terminates employment.
- (3.2.5.4) **Leaves of Absence:** While on an approved, unpaid leave of absence, employees are required to pay the entire cost of all insurance plans, including the organization paid portion in order for coverage's to continue. The appropriate person(s), agencies, and/or

organizations must receive payment by the first of each month. Insurance coverage will be canceled for nonpayment if full payment is not received by the due date. When an employee is on an approved leave, the employee is responsible only for payment of the portion of premium(s) the employee normally pays. Nonpayment of premiums will result in cancellation of coverage.

*Suspension Without Pay:* While on suspension without pay, an employee is considered to be on unpaid leave of absence. As such, the employee is entitled to maintain insurance coverage by paying the total cost of insurance. If the employee elects to continue insurance and is reinstated, the employee will be refunded the organization contribution paid during the period of suspension. If the employee elects to continue insurance and is not reinstated, the insurance will terminate the last day of the month in which the employee is dismissed. If the employee chooses not to continue insurance and is reinstated, insurance will be reinstated the first of the month following the date of the final order and the employee will be responsible for any regular employee contributions.

- (3.2.5.5) **Worker’s Compensation:** The organization provides Workers’ Compensation benefits pursuant to Florida law.
- (3.2.5.6) **Benefits Payback Option:** If an employee decides not to participate in the benefit options provided, the school agrees to provide the amount allowed as an addition to the employee’s paycheck. The employee must acknowledge that his amount would then become a taxable amount on their paycheck. If an employee elects this option, the organization shall provide a form during the open enrollment period for the employee to make this election. The organization will also deduct employer costs from the amount it adds to the employees pay check (federal employment taxes, insurance costs, administrative fees, etc.).

### (3.3) *Employee Behavior*

- (3.3.1) **Personal Financial Obligations:** Employees are expected to handle their personal financial obligations in such manner as to prevent the involvement of the organization.
- (3.3.2) **Conflicts of Interest:** No employee or directors of the organization shall solicit students, employees, or the organization for the selling of goods and services, other than as part of a school or PTEG activity.

No employee shall accept any gift, favor, or service of value from companies or organizations that now are engaged in, or are being considered for, doing business with the organization, with the exception of the Parent Teacher Enrichment Group.

Expenses for trips to evaluate products or equipment shall be paid by the organization if previously approved by the Superintendent or designee. However, once equipment is purchased or leased, personnel may attend training sessions at the expense of the organization if training is included as a service within the purchase or lease price, and is approved by the Superintendent.

When a seminar, training, or educational meeting or session is provided by an industry representing more than one company and offered at no cost, or at reduced or partial costs, to staff, and the resulting knowledge or training is judged by the Superintendent (or designee) to be in the organization's interest with no advantage or obligation given to an individual company, and to be no conflict of interest, the Superintendent (or designee) may authorize attendance.

No employee shall accept other employment which might impair the employee's independence of judgment in the performance of duties for the organization.

Violation of this policy may constitute grounds for dismissal from employment.

- (3.3.3) **Political Activities:** *Leaves of absence:* The organization recognizes the right of its employees to campaign for and to hold elective public office, except as prohibited under 112.313(10) F.S. and any other provisions under the statutes and laws of Florida. Accordingly, the organization authorizes both short term and long term personal leaves of absence, without pay, for its employees in order that such employees abstain from conflicts which may arise between the employees' performance of their official duties in this organization and their political activities.

*Protection against conflicts:* The Superintendent (or designee) is directed to provide procedures that will guarantee such employee rights, while at the same time protecting the organization against any conflicts that might arise, such as interferences with the normal discharge of one's duty, as the result of an employee's engaging in political activities and/or while holding public office.

General Regulations:

- a) Organization employees engaging in political activities shall make it clear that their utterances and actions are theirs as individuals and that they in no manner represent the views of the organization.
- b) Employees are prohibited from engaging in political activities on organization's premises.
- c) Employees requesting personal leaves of absence for political activities shall apply in writing to the Superintendent, giving full particulars for such requests for leave. The Superintendent (or designee), shall, within a reasonable period of time, advise the employee of the decision concerning the employee's request for leave.
- d) Employees engaging in political activities or in the holding of public office shall not use time, facilities, or personnel of the organization to engage in such activities. Specifically, the use of copy reproduction equipment or other machinery or supplies, the use of secretarial help, or any other school facilities or personnel is strictly prohibited. Telephone use for such political activities during duty hours shall be confined to emergencies only, and then only in such a manner as shall not conflict with the employee's job related duties. Such office holder, or other politically active employees, are expected to discourage constituents, or

other persons with whom they are associated in their political capacities, from making telephone calls to them, during duty hours.

- e) Any employee who has been suspended or removed from public office, the grounds for which have been as those provided within 1012.795 F.S., shall not return to duty with the organization until such charges against the employee have been dismissed or otherwise legally terminated in the employee's favor.

#### Campaigning:

- a) Employees who confine campaign activities to off-duty hours, as provided above shall not be required to take personal leave.
- b) Employees who desire to take personal leave for campaign activities shall make a request to the Superintendent for personal leave for a definite period of time, not to exceed ninety (90) calendar days.
- c) Upon expiration of their personal leaves, employees shall be returned to their same positions.
- d) Employees desiring to return to their positions earlier than specified, as provided above, may be returned to their positions, upon written request to do so, provide that it is convenient for the organization; otherwise, they shall be returned to their positions when the leave expires or as soon as it is convenient for the school.

#### Employees Holding Part Time Public Office

- a) Employees who have been elected to public office for duties which do not require full time responsibilities may be permitted to make personal arrangement for intermittent leave(s), without pay, with the Superintendent's (or designee) approval, provided such leave(s) does not conflict with the employee's job-related duties, and provided especially that the interests of students are not impaired.
- b) The organization reserves the right to deny or to terminate such personal arrangements, as are provided above, when, in the judgment of the Superintendent (or designee), such arrangements are in conflict with, or are not in the best interests of, the organization or its students.
- c) Any employee whose personal leave arrangements have been denied or terminated, as provided above, shall be permitted to take an extended personal leave, as provided below.

#### Employees Holding Full Time Public Office

- a) Employees who have been elected to public office which requires full time responsibilities shall, upon written request to the Superintendent, as provided above, be granted a personal leave of absence when such leave does not create an undue hardship for the organization.
- b) Employees whose terms of elected office extend beyond one (1) year shall be required to request a leave of absence each year during their terms of office.
- c) Upon termination of the personal leave for the holding of public office, the employee shall be assigned to the same or similar position held prior to the personal leave, if possible. Reemployment shall be dependent upon the needs of the organization at the time.

- (3.3.4) **Academic Freedom:** It is the rightful duty of a qualified teacher to encourage within students a never-ending search for truth in its many forms. Such a search may inevitably lead to areas of controversy. It is the belief of the organization that discussion of such issues, dealing with local, state, national and international affairs, shall be encouraged. Free, logical, and intelligent dialogue within the classroom is a necessity in the search for truth. Such freedom of expression should be viewed, not simply as a constitutional guarantee, but as a fundamental necessity for the successful practice of scholarship in a free society. All sides of such controversial issues shall be presented where reasonable and feasible in the judgment of the teacher and principal.

It is recognized that the application of this principle in a K-12 program differs somewhat from its application at higher educational levels. Teachers shall consider the relative level of maturity of their students and their need for guidance in the study of such issues to arrive at objective and balanced views.

*Teacher use of potentially controversial materials:* It is the responsibility of the teacher (or other instructional staff member) that intends to use materials that may be considered offensive to reasonable persons within the community, to notify the principal of the potentially controversial materials. It is the Principal's responsibility to insure that the materials used are at grade level or below, and appropriate and consistent with the Sunshine State Standards. If the materials are potentially controversial, a notice will be sent home to the parents giving them the opportunity to allow their student to do an alternative project.

- (3.3.5) **Hours Of Duty:** Each teacher shall be on duty not less than eight (8) hours per day. Teachers shall not leave school during duty hours for any reason without permission of the Principal except during lunch period provided regular classes are not interfered with, provided further that the office is notified, and provided further that the teacher does not have any duties that are expected to be performed during such lunch period(s). If it is absolutely necessary that a teacher leave during duty hours, the teacher must first submit such a request to the Principal in writing identifying how coverage of that time will be conducted. The Principal will decide if the request will be approved.
- (3.3.6) **Professional Conduct:** Employees shall not use the classroom, nor any other part of school facilities, as a platform for making disparaging remarks against students, parents, teachers or administrators. Conduct contrary to this policy may constitute grounds for disciplinary action up to and including dismissal.
- (3.3.6.1) **Ethical Standards:** All employees are required to comply with SBE Rule 6B-1.001, Code of Ethics of the Education Profession in Florida and SBE Rule 6B-1.006, Principles of Professional Conduct for the Educational Profession in Florida.
- (3.3.6.1.1) **Reporting Requirements:** It is the duty of all employees to promptly report to the Principal, the Superintendent, or the Board Chairperson any alleged misconduct by any employee that affects the health, safety or welfare of a student. Failure of an employee to report such misconduct shall result in disciplinary action. The report may be made verbally, however, the Principal, the Superintendent or Board Chairperson may request written a explanation, which the employee shall be required to provide.

(3.3.6.1.2) **Investigation:** The Principal or Superintendent shall investigate any allegation of misconduct by an employee that affects the health, safety or welfare of a student. In the event that the allegation is made against the Superintendent, the Board Chairperson may contact the Pinellas County Schools to assist with investigating the situation.

Upon receiving a complaint of misconduct, a prompt preliminary investigation will be undertaken to determine if a reasonable basis exists. If the allegation warrants further investigation, the employee who is alleged to have committed such misconduct shall be reassigned to a position not requiring direct contact with students, or shall be placed on administrative leave with pay pending the outcome of the investigation.

Information related to the alleged misconduct shall be confidential during the investigation.

(3.3.6.1.3) **Legally Sufficient Complaint:** The Principal, Superintendent or Board Chairperson shall file any legally sufficient complaint with the Department of Education within thirty (30) days after the date the school became aware of the subject matter of the complaint. A complaint is considered to be legally sufficient if it contains ultimate facts that show that an instructional or administrative employee has committed a violation as provided in 1012.795, F.S., and defined by State Board of Education rule.

(3.3.6.1.4) **Resignation or Retirement in Lieu of Termination:** The organization, or any of its employees, shall not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel or administrators, or personnel or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide instructional personnel with employment references or discuss the personnel's performance with prospective employers in another educational setting, without disclosing the personnel's or administrators' misconduct.

(3.3.6.1.5) **Training:** All employees shall be offered the opportunity to go through training on the Code of Ethics and Principles of Professional Conduct. Annually employees will be reminded of the reporting requirements of this policy, and participate in a refresher discussion regarding the Code of Ethics and Principles of Professional Conduct.

(3.3.6.2) **Professional Standards:** Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct do not meet organizational standards, Pinellas Preparatory Academy, Inc. will endeavor when it deems appropriate to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline, up to and including termination.

The rules set forth below are intended to provide employees with notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of Pinellas Preparatory Academy, Inc., other employees, students or parents may also result in disciplinary action.



(3.3.6.2.1) **Job Performance:** Employees may be disciplined for poor job performance, including but not limited to the following:

- Below-average work quality or quantity;
- Poor attitude (for example, rudeness or lack of cooperation);
- Excessive absenteeism, tardiness, or abuse of break and lunch privileges;
- Failure to follow instructions or School procedures; or
- Failure to follow established safety regulations.

(3.3.6.2.2) **Misconduct:** Employees may be disciplined for misconduct, including but not limited to the following:

- Insubordination;
- Dishonesty;
- Theft;
- Discourtesy;
- Misusing or destroying organization's property or the property of another on organization's premises;
- Violating conflict of interest rules;
- Disclosing or using confidential or proprietary information without authorization;
- Falsifying or altering Organization's records, including the application for employment;
- Interfering with the work performance of others;
- Altercations;
- Harassing, including sexually harassing, employees, students or parents;
- Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on Organization property or while conducting School business;
- Gambling on School premises or while conducting organization business;
- Sleeping on the job or leaving the job without authorization;
- Possessing a firearm or other dangerous weapon on organization property or while conducting organization business; [or]
- Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of organization, its employees, students, parents or property; or
- Refusing to submit to testing for drugs and/or alcohol.

(3.3.6.2.3) **Attendance:** In addition to the general rules stated above, employees may be disciplined for failing to observe the following specific requirements relating to attendance:

- Reporting to work on time, observing the time limits for rest and lunch periods, and obtaining approval to leave work early; and
- Notifying the Principal in advance of anticipated tardiness or absence.

(3.3.6.3) **Discipline Procedure:** Except as set forth below, discharge for poor performance ordinarily will be preceded by an oral warning and a written warning.

Pinellas Preparatory Academy, Inc. reserves the right to proceed directly to a written warning for either misconduct or performance deficiency, or to terminate for misconduct without resort to prior disciplinary steps, when Pinellas Preparatory Academy, Inc. deems such action appropriate.

(3.3.6.4) **Employment At Will:** Nothing in this Guideline is intended to alter the at-will status of employment with Pinellas Preparatory Academy, Inc.

(3.3.7) **Reporting Legal Infractions:** All employees are required to promptly notify the Principal or Superintendent if they are arrested or given a Notice to Appear for any criminal offense, including driving under the influence (DUI) and other criminal traffic offenses and local ordinance violations punishable by any period of incarceration, or charged in any way with such offenses. In the event that the employee in question is the Superintendent, he or she shall report said legal infraction(s) to the Chairman of the Board. Once a report has been made, the supervisor shall determine whether this offense could make the employee ineligible for employment under § 1012.315, F.S., and take such actions as are deemed necessary.

### (3.4) **School Rights**

(3.4.1) **Employment Of Relatives:** No prospective employee shall be hired in which a close relative holds an administrative or supervisory position that directs an employee directly or indirectly.

No prospective employee shall be hired without disclosure of a close relative holding any position within the school or as a member of the board of directors.

If a close relative is employed by Pinellas Preparatory Academy, Inc. both parties shall agree in writing to maintaining professional conduct while on duty or at school related activities.

If the close relative is a member of the Board of Directors, the Board member shall abstain from any motions that directly involve employment matters or financial gain for the specific relative employee.

Close relative shall be defined as the first degree of kindred: husband, wife, father, mother, brother, sister, son, daughter, and in-laws of the same degree.

(3.4.2) **Pre-Work Physical Examinations:** Pre-work physical examinations are required of some employees, as mandated by Florida Law, and as prescribed by these policies.

(3.4.3) **Requirements And Procedures For Initial Appointment:** Except as otherwise provided for in Florida Statute, applicants for teaching positions must be eligible for a Florida Certificate and qualified for the positions for which they are recommended.

Appointments shall be made only by the Superintendent (or designee). Pinellas Preparatory Academy, Inc. may offer contracts to outstanding applicants as early as November in anticipation of openings for the following school year. Priority shall be

given to the employment of elementary teachers who are competent to teach reading and/or mathematics skills and concepts. Teachers who profess such competencies but do not or cannot demonstrate them, whether deliberately or not, may be terminated at the discretion of the Superintendent. The organization may require newly appointed teachers to participate in staff development activities up to 40 hours in reading, language arts, mathematics, science and social studies. Such training shall be given outside regular school hours at no cost to the teacher.

An adjunct instructor may be employed on an annual, daily, or part-time hourly basis, and shall not be eligible for a professional services contract.

Employment decisions shall be made by the Superintendent, subject to guidelines and requirements set forth by the Board of Directors and to the annual budget.

- (3.4.3.1) **Background Screening:** Prior to employment, candidates must be screened by Pinellas Preparatory Academy, Inc. using the Department of Education's electronic screening tools. The school shall also check each reference from the prospective employee's previous employers and character references when provided and reasonably feasible. All employment candidates that pass the screening shall undergo a level 2 background check with the school district to ensure they are eligible for employment under § 1012.315, F.S.
- (3.4.4) **Assessment Of Instructional, Administrative And Supervisory Personnel:**
- (3.4.4.1) **Intent:** It is the intent of the organization that assessments of personnel be used for two reasons:
- 1) Determining the suitability for retention of the continuing and professional service of contract personnel.
  - 2) Method of assisting staff in their professional development to best impact the education of students and operation of the school.
- (3.4.4.2) **Frequency:** An assessment of the performance of duties and responsibilities of all instructional, administrative, and supervisory personnel shall be made each year. Supervisors shall be frank and honest with the persons they supervise. Employees have the right to be treated fairly by their supervisor. Such a relationship between and among the supervisor and the persons being supervised should bring about an atmosphere of pleasant working conditions, good employee morale, and the kind of atmosphere that is best for the students of the organization.
- (3.4.4.3) **Unsatisfactory:** Any employee failing to meet standards expected by the School and thus receiving an unsatisfactory assessment will receive assistance from the administration in an attempt to improve the areas of weakness. If, with these supports, the performance does not improve, the employee may not be retained as a member of the staff.
- (3.4.4.4) **Miscellaneous:** The following policies are also in place in respect to assessment of employees:

- a) A written record of the assessment of each employee may be made at least once a year and maintained in the personnel file.
- b) Such assessment shall be made by the Principal or Superintendent or the person directly responsible for the supervision of the employee. The Supervisor shall make at least two (2) formal observations of each employee during the fiscal year.
- c) The evaluation of the Principal will be conducted by the Superintendent. To complete the Principal's evaluation, surveys will be collected from staff members as well as at least two (2) formal observations conducted by the Superintendent.
- d) The evaluation of the Superintendent will be conducted by the Board led by the Personnel Committee. To complete the Principal's evaluation, surveys will be collected from Board and staff members as well as observations conducted by committee or Board members.
- e) During the pre-school period each year the Principal (or designee) shall explain to the entire staff the criteria, purpose and procedure for assessment.
- f) At least one personnel conference shall be held with each employee during the school year prior to submitting the written assessment.
- g) The written report of the assessment for each employee shall be shown to, and discussed with, the employee by the person responsible for preparing the report. Each report shall be signed by the supervisor and any other person who has prepared the assessment.
- h) The signature of the employee on the written report of the assessment shall indicate only that the person who has been assessed has read the report. It does not indicate that the employee agrees with the content of the report. Refusal to sign shall be documented by the supervisor and shall not invalidate the assessment.
- i) Employees have the opportunity to respond in writing to each evaluation, provided that such a response is submitted within one week of the receipt of the evaluation. If additional time is needed due to extenuating circumstances, the employee must request additional time from the Principal or Superintendent.
- j) The assessment of each employee shall include discussion of the employee's strengths and weaknesses in application and knowledge of school policy.

(3.4.5) **Initial Probationary Period:** Employees shall be subject to an initial probationary period of ninety (90) calendar days. Should the employee be discharged for unsatisfactory performance during such initial probationary period, as provided in Section 443.131, Florida Statutes, the School will not be liable for any unemployment compensation benefits.

(3.4.6) **Reappointment Or Non-Reappointment Of Certificated Personnel Not Under Continuing Contract:**

If an employee has received an unsatisfactory performance assessment, the supervisor shall confer with the employee and shall make specific recommendations for actions the supervisor believes should result in improvement.

Teachers under contracts will receive notification by April 15 if they are being asked to return the following school year.

- (3.4.7) **Suspension And/Or Dismissal Of Instructional And Administrative Support Personnel During Contractual Period:** Suspension of instructional and administrative personnel during the contractual period shall be by the Superintendent. Whether such suspension will be with or without pay will be at the discretion of the Superintendent. The Superintendent (or designee) shall promptly notify each employee in writing who has been suspended or dismissed and set forth the basis for suspension or dismissal.

(3.5) ***Employee Rights And Responsibilities***

- (3.5.1) **Professional Education:** Pinellas Preparatory Academy, inc. and the Pinellas County School Board conduct various types of professional development opportunities which shall serve to increase the efficiency of all staff members, instructional, administrative and supportive. Staff members are expected to participate in such professional education activities. Days and times designated as pro-ed or training must be used as such unless Principal agrees to another use of the time in writing.
- (3.5.2) **Copyrights and Patents:** In those instances in which a product is clearly outside the job description of an employee, the results of those employee's work are the employee's private property. Organization employees have the privilege to do research, write articles, pamphlets and books, and to present papers before learned societies, to enter into contracts for the publication of their works, to procure copyrights and patents for their products, and to receive royalties that may accrue to them as a result of the sale of such works. Such work may not interfere with the performance of the employee's regular or assigned duties.

When such a product is connected with the employee's work assignment, and the employee desires to obtain a copyright or patent, a written outline of the project and a statement of the employee's intent to acquire a copyright or patent shall be presented to the Principal (or designee) who shall have sixty (60) days to determine whether the school shall have an interest in such a product. If, at the end of such a sixty (60) day period, the employee has received no such statement from the Principal (or designee), the employee shall be free to consider such a product as personal property. In the event the Principal informs the employee that Pinellas Preparatory Academy, Inc. has an interest in such product, the employee and the organization may enter into whatever contractual agreement(s) may be in their mutual interests.

- (3.5.3) **Reproduction of Copyrighted Materials:** School employees are expected to be familiar with and adhere to the provisions of the copyright laws currently in force under Title XVII of the United States Code. Any reproduction of copyrighted materials shall be done either with permission of the copyright holder or within the bounds of the "fair use" doctrine of the copyright law; otherwise, the individual responsible for reproduction may be liable for breach of copyright under existing laws.
- (3.5.4) **Transporting Students:** Unless an employee is transporting a student at the direction of the Principal during an emergency or during an officially approved trip in accordance with organization procedures, such transportation shall be furnished at the employee's own risk or liability. Pinellas Preparatory Academy, Inc. does not expect

employees to transport students except when such transportation is provided during an emergency or an officially approved trip. An employee who provides such transportation except for an emergency or during an officially approved trip shall be acting outside the scope of that employee's employment.

Each employee must provide a copy of a valid driver's license and proof insurance to the organization prior to transporting any student for any reason.

- (3.5.5) **Smoking Of Tobacco Products On School Property:** The purpose of this policy is to comply with the "Florida Clean Indoor Air Act" in protecting the public health, comfort and environment by creating areas in all school facilities that are free from tobacco smoke. No person may be in possession of a lighted cigarette, lighted pipe, lighted cigar, or any other lighted tobacco product, in any school facility, including the outside grounds, or within 100 feet of any building or area used by Pinellas Preparatory Academy, Inc. No areas for smoking shall be designated on the organization's property, or within 100 feet of any building or area used by Pinellas Preparatory Academy, Inc..
- (3.5.6) **Drug-Free and Alcohol-Free Workplace:** This policy is derived from, and complies with, the Drug-Free Workplace Act of 1988. Additionally, the purpose of this policy is to comply with the Federal Highway Administration (FHWA) regulations for the establishment and implementation of anti-drug programs in the motor carrier industry as set forth in Title 49 of the Code of Federal Regulations (CFR) Parts 391 "Qualifications of Drivers" and 394 (Notification and Reporting of Accidents." These parts of the CFR include, by reference, the requirements of 49 CFR Part 40 "Procedures for Transportation Workplace Drug Testing Programs" which apply to all Department of Transportation regulated industries and set forth the procedural requirements for testing, from urine sample collection through analysis and verification of test results.
- (3.5.6.1) **Prohibition:** Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, being under the influence of, or use of alcohol and/or a controlled substance (as defined in Chapter 893 of the Florida Statutes): in the workplace; or during the workday; or when on duty; or in the presence of students or students' families as part of any work-related activities. Violation of this prohibition shall result in appropriate disciplinary action up to and including termination and referral for prosecution.
- (3.5.6.2) **Drug-Free and Alcohol-Free Workplace:** A drug-free and alcohol-free workplace shall be maintained. Each employee shall be given a copy of this policy as part of this Policy Manual. Additionally, each employee shall be notified that, as a condition of employment, the employee will abide by the terms of this policy and notify the employer of any criminal drug and/or alcohol statute conviction for a violation occurring in the workplace no later than five days after such conviction. The employer will initiate certification/revocation proceedings pursuant to Section 1012.795 F.S. for certificated employees convicted of criminal charges. Within thirty (30) days of notification, appropriate personnel action against such an employee shall be taken, up to and including termination. Employees can also be required to participate satisfactorily in a drug and/or alcohol abuse assistance or rehabilitation program

approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(3.5.6.3) **Drug and Alcohol Testing:** Pinellas Preparatory Academy, Inc. retains the right to perform testing for Drugs and Alcohol at the following times:

*Pre-employment testing:* All individuals whom the organization intends to hire on a permanent or temporary basis may be tested at the discretion of the organization.

*Reasonable Suspicion Testing:* When a covered employee's conduct or appearance is directly observed as indicative of being under the influence of a drug or alcohol during on-duty time.

*Post-Accident Testing:* As soon as practicable following an accident, a driver (unless deceased) shall be tested for alcohol and controlled substances when any person involved in the accident has been fatally injured or the covered employee received a citation for a moving traffic violation arising from the accident. Testing will be conducted not later than thirty-two (32) hours after the accident for drugs and not later than eight (8) hours after the accident for alcohol. For the purpose of this rule an accident is defined as an incident involving a commercial motor vehicle in which there is either a fatality, an injury treated away from the scene, or a vehicle is required to be towed from the scene.

*Follow-Up Testing:* As part of or as a follow-up to counseling or rehabilitation the covered employee is subject to unannounced follow-up drug or alcohol testing. The covered employee shall be subject to a minimum of six (6) follow-up drug or alcohol tests in the first twelve (12) months.

*Random Testing:* Random testing can be performed at any point in time at the discretion of the Principal.

*Return to Duty Testing:* Before a covered employee returns to duty requiring the performance of a safety-sensitive function after engaging in a prohibited conduct the covered employee shall undergo a return-to-duty test. In the event a return-to-duty test is required, a substance abuse professional (SAP) must also evaluate the covered employee and the employee must participate in any assistance program prescribed.

(3.5.6.4) **Testable Substances:** Individuals shall be tested for the following drugs: marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), alcohol, and all other illegal or controlled substances. Covered employees who engage in prohibited drug and/or alcohol related conduct must be immediately removed from duties. Such removal shall be affected for the following, in addition to other actions deemed dangerous or improper by the Principal.

- a) Using alcohol while performing safety-sensitive functions.

- b) When required to take a post-accident alcohol test, using alcohol within eight (8) hours following the accident or prior to undergoing a post-accident alcohol test, whichever comes first.
- c) Refusing to submit to a drug or alcohol test required by post-accident, reasonable suspicion or follow-up test requirements.
- d) Reporting for duty or remaining on duty, requiring the performance of safety-sensitive functions, when the covered employee uses any drug, except when instructed by a physician who has advised the covered employee that the drug does not adversely affect the covered employee's ability to safely operate a CMV.
- e) Reporting for duty, remaining on duty or performing a safety-sensitive function, if the covered employee tests positive for drugs.

**(3.5.6.5) Disciplinary Consequences If Positive Results:** Disciplinary action up to and including termination may be instituted against covered employees who have violated the standards of conduct cited in this policy. Nothing will preclude the organization from seeking prosecution for violation of this policy where the Board deems appropriate. An employee who receives a positive drug test result or an alcohol test result (.04 or greater concentration) from a required test during on-duty time will be immediately suspended without pay and recommended for dismissal. An employee who refuses to submit to a required alcohol or controlled substances test will be immediately suspended and recommended for dismissal. Refusal to submit to an alcohol or controlled substances test is defined as: (1) failing to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing; (2) failing to provide adequate urine for controlled substances testing without a valid medical explanation after the employee has received notice of the requirement for urine testing; or (3) the employee engaging in conduct that clearly obstructs the testing process. The employee will be provided with the name(s) of a qualified substance Abuse Professional (2) (SAP) and resources available from which the employee may choose to seek assistance.

An offer of employment will be withdrawn for any individual who receives a positive drug test result or who receives a result showing an alcohol concentration of .02 or greater on a required pre-employment test.

An employee who receives a result showing an alcohol concentration of .02-.039 from a required test shall be removed from performing any safety-sensitive function for a minimum of twenty-four (24) hours. Duty time missed shall be charged to unpaid leave or may be charged to PTO time if available. Disciplinary action will be taken in accordance with these policies.

An employee who receives a result showing an alcohol concentration of .02-.039 from a required post-accident test shall be removed from performing any safety-sensitive function for a minimum of twenty-four (24) hours. Duty time missed shall be charged to unpaid leave or may be charged to PTO time if available. Any covered employee



who is cited and found guilty of a violation as a result of involvement in an accident will also receive a letter of reprimand. Disciplinary action for subsequent incidents will be taken in accordance with these policies.

An employee who is convicted of felony driving under the influence (DUI) or any drug related offense will be recommended for dismissal. As used in this policy, conviction is defined as a finding of guilt, a plea of guilt, a plea of Nolo Contendere, or entering a Pre-Trial Intervention (PTI) program, whether or not there is a formal adjudication of guilt.

- (3.5.6.6) **Confidentiality:** The laboratory may disclose test results only to the Superintendent or Principal. Any positive results which the organization justifies by acceptable and appropriate medical or scientific documentation to account for the result as other than the intentional ingestion of an illegal drug will be treated as a negative test result and may not be released for the purpose of identifying illegal drug use. Test results will be protected under the provision of the Privacy Act, U.S.C. Section 552 a et seq., and Section 503(e) of the Act, and may not be released in violation of either Act. The School may maintain only those records necessary for compliance with this order. Any records of the organization, including drug test results, may be released to any management official for purposes of auditing the activities the organization, except that the disclosure of the results of any audit may not include personal identifying information on an employee.

The results of a drug test of an employee may not be disclosed without the prior consent of such employee, unless the disclosure would be:

- a) To the Superintendent or Principal, who has authority to take adverse personnel action against such employee; To any supervisory or management official within the organization having authority to take adverse personnel action against such employee.
- b) Pursuant to the order of a court of competent jurisdiction or where required by the organization to defend against any challenge against any adverse personnel action.

Any covered employee who is the subject of a drug or alcohol test shall, upon written request, have access to any records relating to the employees drug test, the results of any relevant certification, review or revocation of certification proceedings as referred to in 49 CFR Part 40 of this Act. Except as authorized by law, an applicant who is the subject of pre-employment drug testing, however, shall not be entitled to this information.

All drug testing information specifically relating to individuals is confidential and should be treated as such by anyone authorized to review or compile program records. In order to efficiently implement this order and to make information readily retrievable, the Superintendent shall maintain all records relating to reasonable suspicion testing, suspicion of tampering with evidence, and any other authorized documentation necessary to implement this order. Such shall remain confidential and maintained in a

secure location with limited access. Only authorized individuals who have a “need to know” shall have access to them.

- (3.5.7) **Teacher Certification Standards:** In the absence of Florida Statutes or State Board of Education Rules mandating teacher certification requirements, the Principal is directed to establish and keep in force procedures for appropriate certification guidelines. The provision of the Standards shall apply to all teaching certificates issued for grades K-12. When state-mandated certificates are available, all such certificates issued by the organization shall become null and void.
- (3.5.8) **Familiarity Of Instructional Personnel With Statutes, Rules And Policy:** All instructional personnel are expected to be familiar with Florida Statutes, State Board of Education Rules, and Policies of the School, which have particular reference to their responsibilities as educators. When in doubt about the existence or applicability of any such statute, rule or policy, personnel should check with the school’s Principal. Copies of Florida Statutes and State Board of Education Rules can be obtained from county law libraries, courthouses in St. Petersburg and Clearwater and the Internet.
- (3.5.9) **Tutoring:** No teacher shall receive compensation for tutoring a student who is enrolled in the teacher’s class during the regular school term. No tutoring by teachers for compensation is allowed on Pinellas Preparatory Academy, Inc.’s property. Tutoring is defined as reviewing curriculum that is taught within the classroom.
- (3.5.10) **Membership In Organizations:** Membership in any organization shall not be a condition for employment by Pinellas Preparatory Academy, Inc.
- (3.5.11) **Extra-Curricular Activities:** Every administrative and instructional staff member is expected to assume a reasonable share of the activities assigned by the Principal. Failure to assume these duties may be cause for disciplinary action.
- (3.5.12) **Professional Development Trade Days:** In an attempt to encourage instructional and administrative staff members to participate in outside professional development activities, the school agrees to offer Professional Development Trade Days [PDTD] to employees. Periodically throughout the year professional development days are scheduled, staff members may utilize accumulated PDTD so that they may not report to work on some professional development days, or be allowed to leave early on early release days. If a staff member wants to participate in a professional development activity outside of their normal work hours, and count the training as a PDTD, the employee will ask the Principal for permission to attend the training as a PDTD. The Principal has the discretion to allow or disallow the training to be used as PDTD. The Principal also has the option to disallow specific professional development days to be missed by staff members if the offering on that day is important to the mission of the school.

## Chapter 4: Student Manual

---

### *Admissions and Attendance*

(4.1) **Administrative Policy Manual:** The School Administration shall develop and make available an Administrative Policy Manual which shall include (but not be limited to) the following topics:

- Student conduct and behavior
- Student and parent expectations
- Acceptable use of computers and the Internet
- Grading guidelines
- Emergency procedures (i.e. fire, tornado, hurricane, intruder)
- Fund Raising
- Religious Holiday Exemptions
- Photographing of students
- Gift collection

Any changes to the Administrative Policy Manual shall be reported to the Board of Directors at the regularly schedule Board meetings, but not require Board approval prior to implementation.

(4.2) **Admission of Students:** The schools operated by Pinellas Preparatory Academy, Inc. are a public charter schools which receives their Charters from the Pinellas County School Board, and as such, complies with all applicable requirements of state law and the public school system as well as their Charters. As such, we must admit all students based on space availability. Prior to enrollment, parents shall meet with the respective Principal to discuss the student and how they would fit within our school. The parent will receive a tour, information about the school, and share information regarding the student that would assist us in meeting the student's needs. Provided that we are able to meet the child's needs, and that we have seats available, the children will be admitted based on availability for the current year. If they are applying for the following year, they will follow the lottery procedure as described in section 4.2.1.

(4.2.1) **Lottery Procedures:** In the event that more students have enrolled to a specific school than there are spots available by the deadline established by the School, a lottery will be held to determine which students will be accepted. The following students will be allowed to bypass the lottery and will be automatically accepted:

- a) Students who were enrolled at Pinellas Preparatory Academy, Inc. the year before.
- b) Students who have siblings enrolled at Pinellas Preparatory Academy, Inc.
- c) Students whose parents are on the Board of Directors of Pinellas Preparatory Academy, Inc.

- d) Students whose parents are staff members with Pinellas Preparatory Academy, Inc.

In the event that there are more students that are to be automatically accepted than there are spots available, two separate lotteries will be held as described below. The first lottery will create a primary list of students and the initial waiting list from the students who are to be automatically accepted. The second lottery will be for all other students, to be added to the waiting list in rank order.

Once the deadline has past, all students will be assigned a number. Numbers will be randomly chosen to decide which students will be accepted into the school. All students will be ranked based on these random numbers. All students who are granted acceptance will be notified, and asked to respond whether they will be attending. If not, the next student on the list will be granted that position until the entire list has been accepted. If there are still openings, they will be awarded on a first come first serve basis.

- (4.3) **Attendance:** Florida Statutes 1003.21 mandates that all students are required to attend school, and sets forth specific requirements for the school. Parents and students can be held legally accountable for truancy.
- (4.4) **Releasing A Student From School:** Pinellas Preparatory Academy, Inc. is concerned about the safety of our students. Students will only be released to people who are their parents or legal guardians, unless we have received written permission to release the student to another adult. In the case of divorce or separation of the parents, both parents shall have full rights until legal notification is provided to the school limiting the rights of either parent.
- (4.5) **Code of Student Conduct:** Unless otherwise spelled out within these policies or the Administrative Policy manual of Pinellas Preparatory Academy, Inc., the organization will adhere to the Pinellas County Schools Code of Student Conduct. Copies of the Code of Conduct will be distributed to all parents and students at the beginning of the year.
- (4.6) **Child Abuse, Molestation, Neglect:** Pinellas Preparatory Academy, Inc. considers the welfare of students to be of paramount concern in its responsibilities. Therefore, all organization employees and volunteers are directed to take whatever action may be necessary as required by Chapter 39, and 827 F.S. and all statutes and laws of the State of Florida as regards to all instances of suspected child abuse, molestation and child neglect.

Any employee of Pinellas Preparatory Academy, inc. or volunteer who has reasonable cause to suspect child abuse shall immediately make an oral report to the Department of Children and Families Abuse and Neglect Hotline. A person who is required to report known or suspected child abuse, abandonment, or neglect and who knowingly and willfully fails to do so, or who knowingly and willfully prevents another person from doing so, is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. Further, a person who does make a report of suspected abuse in good faith has immunity from civil and criminal

liability pursuant to § 39.203, F.S. The person making the call (if other than the Principal) shall notify the building Principal immediately. Any person who reports should keep a record of the date and time they made the report, whom they spoke to and the general information they provided to the Abuse Hotline. The Principal should maintain records of the report but these should not be placed in a student cum folder.

The report shall be made under the following circumstances: When there is reasonable cause to suspect that child abuse or maltreatment has been inflicted through willful or negligent acts which result in neglect, malnutrition, sexual abuse, physical injury, or mental injury. Neglect is a failure to provide sustenance, clothing, shelter or medical condition. Abuse or maltreatment may also include aiding, abetting, counseling, hiring or procuring a child to perform or participate in any photographic motion picture, exhibition show, representation or other presentation which, in whole or in part, depicts sexual conduct, sexual excitement or masochistic abuse involving a child as defined by law.

- (4.7) **School Calendar:** Pinellas Preparatory Academy, Inc. schools follow the Pinellas County School District annual school calendar. The superintendent, in conjunction with the Principals of each school will, however, set its own start and stop times.
- (4.8) **Security of Student Records:** All student information is considered confidential and will be maintained as such in compliance with all applicable laws and regulations. Such information shall be available to the parent or guardian or to the student himself who has attained the age of eighteen (18) years. Professionally competent personnel shall be available for interpreting any data with the student's cumulative folder. Copies of such contents shall also be made available to parents/students at cost, within the limitations of copying facilities.

The school may, without the consent of the student or his/her parents, release student records contained within the cumulative folder or any supplementary classifications to school officials who have a proper educational purpose in examining such information.

No other person may have access to or make copies of a student's records, except under the following circumstances:

- a) The consent must be given by the student's parent or guardian except when a student reaches the age of eighteen (18) or is married, at which time his consent and not that of his parents shall be obtained in order to release the information; and a student who meets the foregoing requirements shall consent to parental access to his records.
- b) The consent shall be written and shall specify the records to be released and to whom they are to be released. Each request for consent shall be handled separately; blanket permission for the release of information shall not be acceptable.
- c) Under compulsion of law: courts, law enforcement agencies, agencies subpoenaing such records.

- d) When data for outside purposes is released in such form that no individual student is identifiable.
- e) When the Principal determines the release of specific information as described by the Family Education Rights and Privacy Act of 1974 is in the best interests of the student, provided such information has not been disallowed by the parents.

The parent or guardian, or an eighteen (18) year old or older student, shall have the right to challenge the accuracy and authenticity of data recorded within the student's cumulative folder. Any such data that is determined by the Principal to be inaccurate shall be expunged from the record; and an appeal from the decision of the Principal shall be made first to the Superintendent, and if not then satisfied to the Board of Directors.

In each instance in which a student's record is transferred out of Pinellas Preparatory Academy, Inc. schools, the school shall retain a complete copy of the student's academic record, together with all other confidential information and reports. After three (3) years this material will be sent to Central Files with Pinellas County Schools.

- (4.9) **Up-To-Date Records:** It is the parent/legal guardian's responsibility to keep the school office informed and up to date regarding any changes of names, addresses, telephone numbers, email addresses, etc. so that important student information may be received from or provided to the parent/legal guardian in a timely manner for the benefit and well-being of the student.

## Chapter 5: Teaching And Learning

---

### *Exceptional Student Education*

- (5.1.1) **Acceptance of Students:** Pinellas Preparatory Academy, Inc. schools are public schools that are required to admit all students, based on space availability. The school does not however serve the broad array of all exceptional educational needs. We provide SLD services, and contract with providers for SL and OT. If additional services are required that we are unable to provide, we will consider the option of dual enrollment at another Pinellas County Public School.
- (5.1.2) **Limitation of Services:** Pinellas Preparatory Academy, Inc. strives to meet the needs of all of our students. We attempt to provide individualized instruction to all of our students. Each school will retain the services of an ESE teacher to assist with working with children who have special needs. Pinellas Preparatory Academy, Inc. does not, however, provide the full-range of ESE services that are available from other public schools in the county. When a child with special needs is considering enrolling at a Pinellas Preparatory Academy, Inc. school, the family will be informed of the services provided by the school and the current staffing levels.
- (5.1.3) **Dual Enrollment:** If a child has special needs that are not able to be met by the staff at a Pinellas Preparatory Academy, Inc. school, prior to enrollment, or during the staffing process for new referrals, PPA, Inc. staff will work with the Pinellas County School District's area ESE staffing specialist to find a nearby school which provides the required services. Should the parents choose to do so, the child could be dual enrolled between the PPA, Inc. and the PCS school providing ESE services. The student would receive regular education services from the PPA, Inc. school and would be transported to the PCS school for ESE services.
- (5.2) **Section 504 Policy:** Pinellas Preparatory Academy, Inc. provides a free and public education to each student who is disabled within the definition of Section 504 of the Rehabilitation Act of 1973 regardless of the nature of severity of the disability.

## Chapter 6: Management

---

- (6.1) **Supervision of Students:** Students are to be supervised at all times while under the control of Pinellas Preparatory Academy, Inc.. This includes the time students are attending school, while away from the school on school-sponsored events, or while participating in extracurricular activities, such as clubs. Supervision will be provided for 15-minutes prior and 15-minutes after the start and end of school. Parents will be notified of supervision times at least twice per year in writing through the school's newsletter. Students may not be left alone without supervision.
- (6.2) **MONETARY:** In order to ensure the responsible handling of organizational resources, the following points will be considered policies of Pinellas Preparatory Academy, Inc:
- Purchases exceeding \$500 require two signatures on any checks applied towards that purchase.
  - Purchases above and beyond what has been approved in the budget by the Board of Directors must be taken to the Board before they can be made.
  - The following individuals (by position) will have authority to sign financial documents: Superintendent, Chairman of the Board, Treasurer of the Board, and Secretary of the Board.
  - In order to maintain a consistent accounting system the Superintendent must see all expenditures prior to be made.
  - The Superintendent and/or the Treasurer shall make reports on the fiscal status of the school to the Board of Directors at each regularly scheduled Board meeting.
  - The Superintendent and Principals and any other individual authorized by the Board of Directors will have access to the organization's credit card.
  - Any individual wishing to utilize the organization's credit card must sign an agreement that they will do the following:
    - Not utilize the credit card for personal purchases. If an error is made, and the card is used for personal purchases, the individuals must reimburse the school for the purchase within three (3) business days.
    - The individual must submit all receipts for purchases within three (3) business days of the purchase being made. If the individual does not submit this receipt, the individual will be required to pay for the entire purchase.
  - E-payments are allowed to be made with the parameters identified within the budget.
- (6.3) **CAPITALIZATION POLICY:** The general capitalization policy is that all equipment and other fixed assets costing in excess of \$750 will be recorded as an asset. All capital assets will be depreciated over their estimated useful lives, based on the table below. The straight line basis will be used with depreciation charged beginning in the month that the asset is placed in service. All capital assets over will be cataloged.

Computers	3-5 Years
-----------	-----------



Equipment	7 Years
Furniture	7 Years
Leasehold Improvements	39 Years
Phone System	7 Years
Software	3 Years

- (6.4) **Video Surveillance:** The safety and wellbeing of the students at Pinellas Preparatory Academy, Inc. is a top priority, and as such, the organization utilizes video surveillance on school grounds. The following guidelines shall govern the use of video cameras for surveillance:
- Schools shall notify students, parents/guardians, and staff that video surveillance occurs on school property. The school shall incorporate notice in the student materials given to students at the start of every year, and to new families joining the school.
  - The use of video recordings from surveillance equipment shall be subject to other Board policies, including policies concerning the confidentiality of student and staff records.
  - The use of video surveillance equipment on school grounds shall be supervised and controlled by the school Superintendent, Principal or designee.
  - Video surveillance shall only be used to promote the order, safety and security of students, staff and property.
  - Parents/Guardians have a right to receive, or be informed of, only that portion of the videotape that pertains to his or her child. Third parties, including law enforcement, have no right to see or receive videotapes, or any portion thereof, in absence of a lawfully issued subpoena or order of the court with jurisdiction. In the case of a court order or subpoena, the parent/guardian shall be given reasonable written notice prior to the compliance date of the court order/subpoena.
  - Exceptions to advance parental notification: an emergency where the health and safety of the students, staff and other individuals are at risk.
  - The Superintendent or designee of Pinellas Preparatory Academy, Inc. will maintain custody of any video that has been requested by parents/guardians, law enforcement, other governmental agency, court order, subpoena or may be the subject of litigation until such time that all decisions or legal avenues have been exhausted.
  - All recorded footage is the property of Pinellas Preparatory Academy, Inc.
- (6.5) **Sale or Disposal of Property:** Equipment or materials that are no longer needed by Pinellas Preparatory Academy, Inc. due to wear, damage, deterioration, or that are deemed not needed by the

Superintendent shall be sold or disposed of according to the following process:

- If the item is on loan from the Pinellas County School Board, the item shall be returned to the school district's surplus warehouse.
- Items purchased with Capital Outlay funds shall not be sold, donated or disposed of without the prior written consent of Pinellas County Schools.
- If the item is valued greater than \$50, school staff shall attempt to sell the item using any tools or services at its disposal.
- For items valued less than \$50 or which are unable to be sold for a reasonable price, school staff shall seek out other non-profit agencies which may be able to use the items.
- Items not of use to other not-for-profit agencies shall be disposed of in an appropriate manner.

(6.6) **Public Records Requests:** It is the policy of Pinellas Preparatory Academy, Inc. that all public records made or received in connection with the official business of the agency be made available upon request of any person for inspection, examination, and copying in accordance with applicable law and the following policy guidelines:

- All public records shall be available for inspection or copying under the supervision of the custodian (or designee) of the public records at reasonable times during normal office hour. All public records that are presently provided by law to be confidential or prohibited from being inspected by the public, whether by general or special law, are exempt from production.
- The Superintendent may from time-to-time direct that public records requests be handled in a specific manner in order to ensure that the public record are protected, that requests are complied with as expeditiously as is reasonably possible given the nature and scope of the request, and that confidential and exempt records are not disclosed except as required by law. Such directives must not be used in any way to hinder, delay, or circumvent a person's right of access to the public records.
- The fact that the originator of a public record asks or directs that it remain confidential does not in fact make that document confidential. Such record is still subject to disclosure unless the law makes it confidential or exempt. Except in the case of student records, if a public record contains information that is confidential or exempt by law, a true and correct copy of the original record shall be made, the confidential or exempt portions of copy shall be redacted, and the redacted copy of the record shall be made available to the requesting party. In the case of student records, the entire record is confidential and exempt and shall not be disclosed except as required or permitted by applicable law.
- The requesting party need not demonstrate any special or legitimate interest in the requested public records. Requests for public records shall be complied with regardless of the motivation of the requesting party.
- No automatic waiting period shall be imposed. The only delay permitted is that which is reasonably necessary to allow the custodian to compile the requested

records and protect against disclosure of those records or portions of records that are confidential and exempt.

- Public records made or received by a third party pursuant to a contract or agreement with the agency shall be subject to disclosure to the same extent as public records in the physical custody of the agency.
- If a public records request is insufficient to identify the records sought, the requestor shall be promptly notified that more information is needed in order to produce the records. The agency shall offer reasonable assistance to the requestor in describing the nature and extent of such information.
- The maximum cost of duplication prescribed by law, shall be charged and collected before and as a condition to production. The requesting party shall be advised of these costs in advance of the duplication of the requested records.
- In the absence of a statutory exemption, all public records requested shall be produced regardless of the number of records involved or the time and inconvenience associated with the production. However, in addition to the actual cost of duplication, a special service charge shall be imposed for the cost of the extensive use of information technology resources or of clerical or supervisory personnel, where such extensive use is required because of the nature or volume of public records to be inspected, examined or copied. The requesting party shall be given an estimate of the cost before the services are undertaken. Such estimated cost shall be collected from the requestor before duplication of the public records. In the event that the actual cost exceeds the estimate, the difference shall be collected from the requestor before production of the public records. If the actual cost is less than the estimate, the requestor shall be reimbursed the difference at the time the public records are produced. For purposes of this rule, "extensive" means that it will take more than fifteen (15) minutes to identify, locate, compile, review, copy, and re-file the requested records. This service charge shall be computed to the nearest quarter hour exceeding fifteen (15) minutes based on the current rate of pay of the District employee(s) and/or supervisors who perform these services.
- **Definitions:**
  - **Public Records:** The term public records includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the agency. Public records encompass all materials used to perpetuate, communicate, or formalize knowledge, regardless of whether they are in final form.
  - **Public Records Request:** The term public records request means a request by any person, whether written or verbal, for inspection, examination, or copying of public records.
  - **Request for Information:** A request for information, as distinguished from a public records request, is one in which the requested information does not already exist in public record form.

## Chapter 7: Facilities

---

- (7.1) **Care and Maintenance:** The Superintendent shall arrange for the proper care and maintenance of the facilities. Appropriate administrative policies should be put in place regarding items such as:
- Building Access
  - Maintenance schedules
  - Safety procedures
- (7.2) **Facilities Rental:** Pinellas Preparatory Academy, Inc. may rent its facilities not in use for educational purposes to other organizations from time to time so long as such rental does not interfere with any school function or purpose. The following policies are in place regarding such rentals:
- The Superintendent shall create administrative policies, forms and price schedules to ensure for equitable use of the facilities.
  - The Superintendent may refuse the use of school facilities if the use is determined to be inadvisable.
  - Pinellas Preparatory Academy, Inc. staff members are required to be present during the entire rental of the facility, payment of such staff shall be worked into the pricing schedules.
  - The Superintendent shall be allowed the option of charging a security deposit of up to \$500 should it be deemed appropriate.
  - Charter School Sponsored Programs and Parent Teacher Organization Activities
    - Parent Teacher Organizations and school related activities shall be granted free use of the facilities for school-related activities. Such activities may include: performances, fund raising events, etc.
    - Activities must be approved by the Superintendent prior to notice of the event being distributed.
    - The Superintendent reserves the right to charge a cleaning fee if the facility is not left in the state it was found.
  - Charitable and Non-Profit Use
    - The rental of the facilities for charitable purposes by organizations which have been identified by the IRS as being a not-for-profit agency shall be offered lower rates representing only the cost for additional facility operation.
  - The superintendent shall ensure that party renting space has completed a Building Use Agreement, collects appropriate fees.
  - Disputes between the Superintendent and the party requesting or renting the facility may be appealed to the Board of Directors.
  - The party renting space shall be responsible for all damages or loss of school property.
  - Parties renting space shall provide a certificate of insurance for liability and property damage before the event. Such certificate shall be for at least one million

dollars (\$1,000,000) per occurrence. The superintendent shall have the ability to waive this requirement in rare, necessary circumstances.

- The party renting the facilities is subject to adherence to applicable standards of behavior and law.

## Chapter 8: Before / After Care

---

- (8.1) **General Operation:** Pinellas Preparatory Academy, Inc. provides before- and after-care service for families to assist with transportation and timing issues to make the organization's schools more accessible to families.
- (8.2) **Administrative Policies:** If the school runs a before and after care service the administration shall develop and maintain policies relating to the program within the Administrative Policy Manual, said policies shall include (but not be limited to):
- Hours of operation
  - Fee structure
  - Behavioral expectations
  - Staff structure

# ***ACKNOWLEDGMENT FORM***

---

The employee handbook describes important information about this organization, and I understand that I should consult the with either the Principal, Superintendent or the Board of Directors or their designee, regarding any questions not answered in the handbook.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Board of Directors has the ability to adopt any revisions to the policies in this handbook.

I acknowledge that his handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

---

EMPLOYEE'S SIGNATURE

---

DATE

---

EMPLOYEE'S NAME  
(TYPED OR PRINTED)