SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
September 14, 2021

AGENDA

9:00 a.m. Call to Order/Welcome/Pledge ..... Tim Alcorn, Chairman

9:02 a.m. Sodexo Presentation ..... Malcolm Hines and Ron Gomez, with Sodexo

9:45 a.m. Assistant Superintendent of ..... Malcolm Hines
Administration Department Update
- New Form **(pg. 2)**
- Policy Updates **(pgs. 3-106)**

11:00 a.m. Curriculum and Instruction Department Update ..... Jennifer Barrs
- 2021-2022 Elementary and Secondary Student Progression Plans

12:00 p.m. Lunch

1:00 p.m. Facilities Department Update ..... Ethan Butts
- Five Year Facilities Work Plan Draft

2:00 p.m. Assistant Superintendent of ..... Janene Fitzpatrick
Instruction Department Update
- Cognia Accreditation

2:15 p.m. Superintendent Update ..... Ted Roush
- Citizen Input Process

2:45 p.m. Adjourn

Electrocardiogram ("ECG") Screening Consent Form and Release of Liability

1. **About the ECG Screening**

An ECG screening (also commonly referred to as an EKG) is a test that measures the electrical activity of the heart to help identify an individual's risk for sudden cardiac death. ECG screenings performed by _____ involve (i) an ECG screening and (ii) a medical history form.

2. **Consent to Participate and Acknowledgments**

To receive an ECG screening, every Participant must read and sign this Electrocardiogram Screening Consent Form and Release of Liability ("Consent and Release"). If Participant is a minor, Participant's parent or legal guardian must read and sign this Consent and Release. The Individual receiving the ECG Screening will be referred to herein as the "Participant". By signing this Consent and Release, you acknowledge and attest to the following:

- I carefully read this Consent and Release, I understand this Consent and Release, and I have had the opportunity to ask any questions;
- I voluntarily consent and elect to have representatives and volunteers perform an ECG screening on Participant;
- I understand and voluntarily assume all risks associated with Participant's participation in this ECG screening program. I understand that the ECG screening will only screen for abnormalities in Participant's heart and does not constitute a complete medical exam or diagnosis. I understand that abnormal test results do not officially represent or imply that Participant does or does not have a heart condition. I understand that no warranty or guarantee has been made to me as to the results of the screening. I understand that this screening does not diagnose all causes of sudden cardiac death. I acknowledge that the information I receive from the ECG screening reflects the condition of Participant's heart on the day of the ECG screening. This ECG screening does not constitute a conclusive diagnosis of Participant's heart health or physical condition, and is not intended to serve as a replacement for treatment and checkups with Participant's primary care physician or other provider. I acknowledge the limitations of an ECG screening and that sudden cardiac death or other cardiac events may still occur, despite this screening. I understand that this ECG screening does not establish a treatment or provider relationship between (i) Participant and (ii) the Provider and/or WWPF and/or any Individual administering, interpreting, or communicating the ECG screening or the ECG screening results. I recognize and acknowledge that I am solely responsible for taking any appropriate follow-up action related to Participant's ECG screening results. I understand that follow-up care and treatment is not a part of this ECG screening program; and
- I have the authority to sign this Consent and Release because either (i) I am the Participant or (ii) I am the parent or legal guardian of Participant.

3. **ECG Screenings Results. Communication, and Confidentiality**

The board-certified cardiologist that reads and interprets Participant's ECG screening will place Participant into one of three categories: (I) low risk; (ii) follow-up required; or (iii) higher risk. I acknowledge that any Participant's ECG screening that is designated as "higher risk" will be required to undergo further testing (e.g., an echocardiogram or ultrasound) prior to being allowed to resume athletics. In certain counties, Participants designated as "follow-up required" must undergo further testing prior to being allowed to resume athletics. I acknowledge, understand, and accept the following:

- If the board-certified cardiologist places Participant into a category that requires further testing or medical consultation, then the Provider and/or WWPF may inform the individuals that oversee Participant's involvement in athletics of Participant's ECG screening results and status.
- As part of this ECG screening, I agree to allow (i) medical professionals and (ii) WWPF personnel, contractors, and volunteers (the "WWPF Team") to have access to the medical records created during this ECG screening. I agree to allow the Provider and/or WWPF Team to contact me regarding Participant's involvement in this ECG screening and the results. I authorize the Provider and/or WWPF to use all information provided, including the ECG screening, for diagnostic and aggregated statistical purposes and evaluations and medical research. The information collected from any ECG screening event may be published in scientific journals or presented at scientific meetings, but no Participant will be personally identified. This authorization may be revoked by submitting a written notice to WWPF at info@whoweplayfor.org.

4. **Waiver & Release of Claims and Liability**

By signing this Consent and Release, I hereby agree to waive (i) any and all claims against the Provider and/or WWPF and their employees, directors, officers, representatives, sponsors, trustees, partners, consultants, volunteers, and contractors and (ii) any and all claims against the School Board of Suwannee County, its employees and agents (collectively, WWPF, the School Board of Suwannee County, and their respective, associated individuals and groups described herein are the "Indemnified Parties"). I further agree to indemnify, release, and hold harmless the Indemnified Parties from any and all claims, liabilities, cost, and expenses arising out of or related to the performance, interpretation, and/or communication of the results of this ECG screening.

5. **Acknowledgment & Preliminary Medical History Questions**

I certify that I have read this form or have had it read to me and that I fully understand this Consent and Release. In consideration of the ECG services provided by the Provider and/or WWPF to Participant, I consent (i) to this Consent and Release and (ii) to Participant's involvement in the ECG screening program.

_____ I CONSENT to Participant participating in the ECG screening.
Note: Who We Play For, AdventHealth, Nemours, and RIPITT Foundation have provided generous donations to assist families with the cost of this program if they are facing financial hardship. If applicable to you, please choose one of the options below:
(___) We can afford a partial donation of $ _____. (___) We would appreciate full financial assistance.

_____ I DECLINE the ECG screening on behalf of myself or my minor child.

Preliminary Medical History Questions

Participant's previous cardiac issues (if any): _____

Family cardiac history (if any): _____

Does Participant currently take any of the following medications (circle any that apply): ADD/ADHD, beta blockers, Asthma medication/ inhaler, cardiac medications, or other (please write out if relevant): _____

_____ _____
Participant's Name Date

_____ _____
Parent/ Guardian Name (if applicable) (please print clearly) Parent/ Guardian Signature (Participant's signature if adult)

_____ _____
Parent/ Guardian Email Address (please print clearly) (Participant's email if adult) Parent/ Guardian Phone Number (Participant's number if adult)

SPECIAL COMMITTEES OF THE SCHOOL BOARD 2.03

POLICY:

I. Special committees may be appointed by the School Board Chairperson when deemed necessary. The duties of any such committee shall be outlined at the time of appointment; the committee shall be automatically dissolved when the School Board accepts the committee's final report. Each School Board member shall be notified of all committee meetings, but shall have no vote unless the member is serving as a committee member. All meetings of School Board committees shall be open to the public. Members of special committees may attend the meetings in person or through the use of telecommunications networks such as telephonic or video conferencing.

II. Special committees or individuals who serve on special committees shall take no action which is binding upon the School Board.

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 1001.41; 1001.43, F.S.

History:	Adopted: Revision Date(s): Formerly: BCE Reviewed by SCSB: 1/12/10

~~SCHOOL~~ DISTRICT ADVISORY COUNCILS
2.04*

The School Board authorizes the establishment of a ~~school~~ district advisory council, *e.g.,* school improvement team in each ~~District~~ school to assist in the enhancement of school site decision making, to serve in an advisory capacity to the principal and to assist in the development of the educational program and in the preparation and evaluation of the school improvement plan required pursuant to Florida Statutes. The Superintendent shall develop guidelines pursuant to Florida Statutes to assist school advisory councils in order to ensure their active role in school site decision making. School advisory councils shall not assume any of the powers or duties now reserved by law for the School Board or its professional staff. Nothing contained in the District and/or local school accountability process shall be construed to lessen or otherwise alter the authority of the school principal as provided for in law, rules or regulations.

I. Composition and Selection of Councils - Council members shall include the school principal and an appropriately balanced number of teachers, education support employees, students, parents, and business and community representatives.

A. Members shall be representative of the ethnic, racial, and economic community served by the council.

B. Student representation shall be required for school ~~advisory~~ councils established at vocational-technical centers and high schools and may be included for school ~~advisory~~ councils serving middle and junior high schools. ~~Student representation shall not be required for school advisory councils serving elementary schools.~~

C. The term *education support employees* as used herein shall refer to any person who is employed by a school for twenty (20) or more hours during a normal working week and who does not meet the definition of instructional or administrative personnel pursuant to Florida Statutes.

D. The term *teacher* as used herein shall include classroom teachers, certified student services personnel, and media specialists.

E. A majority of members must be persons who are not employed at the School.

F. *Appropriately balanced* as used herein shall mean a proportionate number of council members considering each peer group being represented on the council, excluding the school principal. The size of the ~~school~~ district advisory council and the ratio of representatives among the peer groups, excluding the school principal, shall be set forth in the bylaws establishing procedures adopted by each school advisory council.

II. Selection of Council Members - New council members shall be elected by their respective peer group, except for business and community representatives and the school principal.

A. The following council members shall be elected in a fair and equitable manner as determined by their respective peer group and as set forth in the bylaws of the school advisory council.

1. A teacher(s) shall be elected by teachers;

2. An education support employee(s) shall be elected by education support employees;

3. A student(s), when appropriate, shall be elected by students.

4. A parent(s) shall be elected by parents, as defined by Florida Statutes.

B. The ~~school~~ district advisory council shall select business and community member(s) to serve on the ~~school~~ district advisory council ~~after reviewing the list of nominees prepared by the school principal~~.

1. Business and community representatives shall be selected initially through a nomination and selection process facilitated by the school principal of each school advisory council.

a. The school principal shall seek candidates who are interested in making a commitment to participate on the

~~school~~ district advisory council by representing businesses and the community.

b. Letters, newsletters, or other media releases shall be used by the school principal to seek candidates.

c. The school principal shall prepare a list of individuals seeking nomination to the ~~school~~ district advisory council and shall present the list to the ~~school~~ district advisory council for selecting the business and community representative(s).

2. Subsequent to the initial selection as described in section II.B.1. herein, the operational guidelines of the school advisory council shall set forth procedures for nominating business and community representatives to serve on the school advisory council.

C. The principal shall submit the list of council members to the Superintendent for review of each school to determine compliance with section I. herein. The membership list shall contain the name of each council member and the peer group which is being represented by each member and a description of how the council represents the ethnic, racial, and economic community served by the school.

III. Confirmation of the ~~School~~ District Advisory Council - The Superintendent shall submit to the School Board for review and approval the membership list for ~~each school~~ advisory council in the District. The School Board shall determine if a school advisory council meets criteria specified in section I. herein; additional members shall be appointed by the School Board when it is required to achieve the proper representation on the school advisory council.

IV. Responsibilities of Councils - Each school advisory council shall:

A. Review the results of any needs assessments conducted by the school administration.

B. Assist in the development of the school improvement plan and provide recommendations on specific components of the plan, such as the goals

of the school, indicators of school and student progress, and strategies and evaluation procedures to measure student performance.

C. Define adequate progress for each school goal; obtain public input when defining adequate progress for school goals; negotiate the definition of adequate progress with the School Board; and notify and request assistance from the School Board when the school fails to make adequate progress in any single goal area.

D. Monitor students' and the school's progress in attaining goals and evaluate the appropriateness of the indicators of student progress and strategies and evaluation procedures which are selected to measure student performance.

E. Prepare and distribute information to the public to report the status of implementing the school improvement plan, the performance of students and educational programs, and progress in accomplishing the school goals.

F. Make recommendations on the accumulation and reporting of data that is beneficial to parents.

G. Serve as a resource for the principal and advise the principal in matters pertaining to the school program.

H. Provide input on the school's annual budget and the use of school improvement funds and assist in the preparation of the school budget.

I. Inquire about school matters, identify problems, propose solutions to problems, suggest changes, and inform the community about the school.

J. Act as a liaison between the school and the community.

K. Assist in the preparation of the feedback report to the Florida Commission on Education Reform and Accountability as required by and pursuant to Florida Statutes.

L. Identify other duties and functions of the ~~school~~ district advisory council.

V. Operation of Council - Operational bylaws shall be established and mutually agreed upon by members of the school advisory council.

A. The bylaws shall contain procedures required by Florida Statutes and shall include but not be limited to:

1. State the duties and functions of the council.

2. Indicate the procedure for electing council members and the nomination process for selecting business and community representatives.

3. Identify the procedure for electing officers, including a chairperson, vice-chairperson, and recording secretary, and determine the term of office for each position.

4. Establish the membership term for each peer group.

5. Specify the proportionate number of council members for each peer group for the purpose of achieving an appropriately balanced council.

B. Regular meetings shall be held. The council shall determine the date, time, and place of the meetings. Members of the advisory council may attend meetings in person or through the use of telecommunications networks such as telephonic and video conferencing.

C. The agenda shall be advertised to the school community at least seven (7) days in advance of the scheduled meeting.

D. Members of the advisory council shall be notified three (3) days in advance in writing of any matter that is scheduled to come before the council for a vote.

E. All meetings shall be open, public, and subject to Florida Statutes.

F. The school advisory council shall be subject to maintaining records pursuant to Article 1, Section 24, and Article XII, Section 20, of the Florida Constitution.

G. School improvement plans which require waivers of the terms or conditions in negotiated agreement(s) shall be subject to the approval of the Board and Bargaining Agent.

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 1000.21 1001.43; 1001.452; 1008.345, 1012.01 F.S.

HISTORY:	Adopted: Revision Date(s): 12/15/98, 3/23/2010 Formerly: BCF

FAMILY AND SCHOOL PARTNERSHIP FOR STUDENT ACHIEVEMENT 2.091*

I. The School District and each school principal are encouraged to strengthen family involvement and family empowerment in the school. The District will coordinate and integrate parental involvement strategies with school improvement, Title I, Title II, Title IV, Title VI, Community Involvement Programs, Business Partnerships, and other community involvement activities.

II. The District will provide the coordination, technical assistance, and other support necessary to assist schools in planning and implementing effective and comprehensive parent involvement programs, based on the National Standards for Parent/Family Involvement Programs, which include:

A. Communication between home and school is regular, two-way and meaningful.

B. Responsible parenting is promoted and supported.

C. Parents play an integral role in assisting student learning.

D. Parents are welcome in school and their support and assistance are sought.

E. Parents are full partners in the decisions that affect children and families.

F. Community resources are utilized to strengthen school programs, family practices and student learning.

III. The District will communicate parental choices and responsibilities to parents and develop procedures for a parent to learn about parental involvement, rights and responsibilities, including:

A. Opting the minor child from any portion of the school district's comprehensive health education required under section 1003.42, F.S.;

B. Sharing information about school choice options, including controlled open enrollment;

C. Exemptions for immunization requirements;

D. Reviewing statewide, standardized assessment results;

E. Enrollment in gifted or special education programs;

F. Inspecting instructional materials and how to object to instructional materials based on their religious or moral beliefs that the material is harmful;

G. Accessing information about the district's student progression plan, including policies for promotion, retention and graduation;

H. Receiving a school report card and being informed of attendance requirements;

I. Accessing information about the state education system, report card requirements, state standards, attendance requirements and instructional materials requirements;

J. Participating in parent-teacher associations and organizations;

K. Opting out of any district-level data collection effort not required by law
to learn about the nature and purpose of clubs and activities offered at the minor child's school

IV. The District recognizes the fundamental right of parents, as defined by law, to direct the upbringing, education, and care of their minor children. Important information relating to a minor child should not be withheld, either inadvertently or purposefully, from the parent, including information relating to the minor child's health, well-being, and education, while the minor child is in the custody of the school district. Parents have the right to access and review all school records related to the minor child including but not limited to the right to access school safety and discipline incidents as reported pursuant to section 1006.07(7) and (9), F.S.

~~IV.~~V. Upon a parent's direct written request to the Superintendent for any of the information required under section 1014.05, the Superintendent has ten (10) days to provide the information. The parent has the right to appeal directly to the school board if the Superintendent fails to respond or provide the information within ten (10) days. The School Board must hear the appeal at its next public meeting, in accordance with meeting notice requirements.

~~V.~~VI. The District shall develop and distribute a parent guide to successful student achievement. The guide shall contain information that parents need to know about their child's educational progress and how parents can help their child's success in school by improving parent and teacher cooperation in such areas as homework, school attendance and discipline.~~.~~

~~VI.~~VII. The District will provide professional development opportunities for staff members to enhance understanding of effective parent involvement strategies through the District professional development plan.

~~VII.~~VIII. The District, to the extent practicable, shall provide full opportunities for parents with disabilities, parents with limited English proficiency and parents of migratory children to participate in school and parental involvement activities and programs.

~~VIII.~~IX. The District will conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this policy

A. To determine the effectiveness in increasing parent participation;

B. To identify barriers to greater parent participation; and

C. To report the findings to the State Board of Education.

~~IX.~~X. The District will use the findings of the evaluations in designing strategies for school improvement and revising, if necessary, the parent involvement policies.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.
LAWS IMPLEMENTED: 1000.21, 1001.42, 1001.51, 1001.54, 1002.20, 1002.23, 1003.33, 1006.07, 1008.25, 1012.72, 1012. 1012.98 F.S. Every Student Succeeds Act, Title I, Part A, Subpart 1, Section 1116

HISTORY:	ADOPTED: REVISION DATE(S): 3/23/2010, 10/27/2020 FORMERLY: NEW

PROHIBITING DISCRIMINATION, ~~INCLUDING SEXUAL~~ AND OTHER FORMS OF HARASSMENT **2.16**

I. Policy Against Discrimination

A. The School Board of Suwannee County, Florida prohibits all forms of unlawful discrimination against students, employees and other persons in all aspects of the District's programs, activities and operations. The term "unlawful discrimination" encompasses any unlawful policy, practice, conduct, or other unlawful denial of rights, benefits, or privileges that is based on any legally protected status or classification under applicable federal, state, or local law including but not limited to race (including anti-semitism), color, religion, gender, age, marital status, sexual orientation, pregnancy, disability, political or religious beliefs, national or ethnic origin, or genetic information. Various state and federal laws establish the actions that do (and do not) constitute unlawful discrimination with respect to each protected status or classification. Where applicable, unlawful harassment that is based on a legally-protected status is one form of unlawful discrimination. The School Board of Suwannee County, Florida also prohibits sexual harassment, and this form of discrimination is governed by Policy ~~(2.161)~~ Title IX Policy Prohibiting Sexual Harassment and Sexual Discrimination.

B. The School Board shall comply with all state and federal laws, which prohibit discrimination and are designed to protect the civil rights of applicants, employees, and/or students, or other persons or organizations protected by applicable law.

C. The School Board shall admit students to District Schools, programs, and classes without regard to race (including anti-semitism), color, religion, gender, age, national or ethnic origin, marital status, sexual orientation, political or religious beliefs, disability, handicap or any other distinguishing physical or personality characteristics.

D. The School Board prohibits retaliation by any District personnel against a person for reporting, filing or being a witness in a discrimination

(including harassment) charge, complaint, investigation or lawsuit associate or in connection with this policy.

E. Established grievance procedures and appropriate discrimination complaint forms are available from the ~~Office of Civil Rights & Equity (Professional Standards), Student Support Services or the Equity Coordinator at each school/district office.~~ Human Resources Department, District Equity Officer, Site Administrators at each school or district office and on the district website. Complaints/inquiries regarding compliance with these regulations may be submitted in writing to:

1. For Employee - ~~Office of Civil Rights and Equity Compliance~~ Director of Human Resources or District EEO Officer at 386-647-4633 or 4644, 1740 Ohio Avenue South, Live Oak, FL 32064.

2. For Students – Director, Student Support Services or District Equity Officer at 386-647-4638 or 4644, 1740 Ohio Avenue South, Live Oak, FL -32064.

3. Job applicants with disabilities requesting accommodations under the American with Disabilities Act (ADA) may contact Director of Human Resources at 386-647-4633, 1740 Ohio Avenue South, Live Oak, FL -32064.

4. Current School District employees with disabilities requesting accommodations under the ADA may contact Professional Standards at Director of Human Resources at 386-647-4633, 1740 Ohio Avenue South, Live Oak, FL -32064.

F. The Superintendent shall submit an annual equity report addressing the district's educational and employment practices as required by Florida's Educational Equity Act.

II. Policy Against ~~Sexual Harassment or Other Forms of~~ Harassment Prohibited by Law Other than Sexual Harassment or Sexual Discrimination.

A. The School Board desires to maintain an academic and work environment in which all employees, volunteers, and students are treated with respect and dignity. A vital element of this atmosphere is the Board's commitment to equal opportunities and the prohibition of discriminatory practices. The Board's prohibition against discriminatory practices includes prohibitions against sexual harassment, or any other form of harassment based upon a person's membership in a protected class and specifically prohibited by applicable state or federal law. The School Board forbids ~~sexual harassment, or~~ any ~~other~~ form of illegal harassment, of any employee, student, volunteer or visitor. The Board will not tolerate ~~sexual harassment, or~~ any ~~other~~ form of illegal harassment by any of its employees, students, volunteers or agents.

B. The prohibition against discrimination ~~including sexual~~ and ~~other forms of~~ illegal harassment shall also apply to nonemployee volunteers who work subject to the control of school authorities, and to all vendors or service providers who have access to School Board facilities.

~~B.~~C. Sexual harassment and sexual discrimination definitions, policies, and procedures are set forth in Policy ~~(~~2.161~~)~~ Title IX Policy Prohibiting Sexual Harassment and Sexual Discrimination.

~~III. Definitions~~

~~Compliance Officer is the person designated by the School Board to receive complaints of harassment referred by the Title IX Coordinator and oversees the investigation of those complaints as described below.~~

~~A. Sexual harassment prohibited by Title IX means conduct on the basis of sex that satisfies one or more of the following:~~

~~0. An employee of the School Board conditioning the provision of an aid, benefit, or service of the School Board on an individual's participation in unwelcome sexual conduct (quid pro quo)~~

~~0. Any unwanted or unwelcome conduct that a reasonable person would find so severe, pervasive and objectively offensive that it denies a person equal educational access.~~

~~0. Reports of sexual assault, dating violence, domestic violence and stalking, as defined in the federal Violence Against Women Act~~

~~do not need to meet the description of severe, pervasive and objectively offensive.~~

~~Prohibited sexual harassment includes, but is not limited to, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when~~

~~0. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress.~~

~~0. Submission to or rejection of the conduct by an individual is used as the basis for employment or academic decisions affecting the individual.~~

~~0. The conduct has the purpose or effect of having a negative impact on the individual's academic performance or employment, unreasonably interfering with the individual's education or employment, or creating an intimidating, hostile, or offensive educational or employment environment.~~

~~0. Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding any term or condition of employment, employment or academic benefits, or services, honors, programs, or activities available at or through the school.~~

~~B. Types of conduct which are prohibited in the District and which may constitute sexual harassment include, but are not limited to~~

~~0. Graphic verbal comments about an individual's body or appearance.~~

~~0. Sexual jokes, notes, stories, drawings, pictures or gestures.~~

~~0. Sexual slurs, leering, threats, abusive words, derogatory comments or sexually degrading descriptions.~~

~~1. Unwelcome sexual flirtations or propositions for sexual activity or unwelcome demands for sexual favors, including but not limited to repeated unwelcome requests for dates.~~

~~Spreading sexual rumors.~~

~~2. Touching an individual's body or clothes (including one's own) in a sexual way, including, but not limited to, grabbing, brushing against, patting, pinching, bumping, rubbing, kissing, and fondling.~~

~~2. Cornering or blocking normal movements.~~

~~2. Displaying sexually suggestive drawings, emails, pictures, written materials, and objects in the educational environment.~~

~~IV.~~III. Definition of ~~Other~~ Forms of Prohibited Harassment Other than Sexual Harassment or Sexual Discrimination

A. Illegal harassment on the basis of any other characteristic protected by state or federal law is strictly prohibited. This includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race~~,~~ (including ant-semitism), color, religion, ~~gender~~, national or ethnic origin, age, disability, marital status, ~~sexual orientation~~, political or religious beliefs, citizenship, pregnancy or genetic information or any other distinguishing physical or personality characteristic protected by law and that:

1. Has the purpose or effect of creating an intimidating, hostile or offensive work or academic environment;

2. Has the purpose or effect of interfering with an individual's work or academic performance; or

3. Otherwise, adversely affects an individual's employment or academic performance.

B. Examples of prohibited actions, which may constitute harassment include, but are not limited to, the following:

1. Epithets, slurs or negative stereotyping; or

2. Threatening, intimidating or hostile acts, such as physical acts of aggression against a person or his property; or

3. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the school or District office premises or circulated in the workplace or academic environment.

~~V.~~IV. Procedures for Filing Complaint of Discrimination~~, Sexual Harassment, or Other Form of~~ or Illegal Harassment Other than Sexual Harassment

A. Procedures for Filing Complaints

1. Any person who believes that he or she has been discriminated against, or placed in a hostile environment based on gender, marital status, ~~sexual orientation~~, race, color, national or ethnic origin, religion, age, disability, political or religious beliefs, pregnancy or any other distinguishing physical or personality characteristics by an employee, volunteer, agent or student of the School District should ~~report the alleged harassment to the Title IX Coordinator or to any school personnel. The alleged harassment should be reported~~ file a written complaint detailing the alleged harassment with the School Principal, Site Administrator or Supervisor within sixty (60) calendar days of alleged occurrence. The complaint should set forth a description of the alleged discriminatory actions or ~~/~~harassment, the time frame in which the alleged discrimination or harassment occurred, the person or persons involved in the alleged discriminatory actions or harassment and any witnesses or other evidence relevant to the allegations in the complaint. ~~Any school personnel who has notice that a student or other school personnel may have been a victim of prohibited harassment shall immediately report the alleged harassment to the Title IX Coordinator. The formal complaint must be resolved according~~

~~to the federal regulations and District processes that specifically apply to such formal complaints; and~~

~~2. After receiving a complaint, the Title IX Coordinator makes an initial determination whether the allegations may be sexual harassment prohibited by Title IX. If they may be, the Title IX Grievance Process listed below is followed. If it does not meet the sexual harassment prohibited by Title IX, then the complaint is referred to the Compliance Officer who follows the procedures set forth below. The Title IX Coordinator will also determine whether the alleged harassment may also constitute criminal conduct and ensure that law enforcement officials are notified, if necessary. If the alleged harassment may also constitute child abuse, then it must be reported to the Department of Children and Families.~~

~~3.~~2. ~~The complaint should be filed with the School Principal, Site Administrator or Supervisor.~~ Complaints filed with the Principal, Site Administrator, or ~~supervisor~~ Supervisor must be forwarded to the District's Equal Employment Opportunity (EEO) Officer, hereinafter referred to as the Director of Human Resources (when made by an employee or other adult), or the District Equity Officer (when made by a student) ~~(*Equity or Professional Standards Coordinator) within~~ no later than five (5) business days of the filing of the complaint. If the complaint is against the ~~principal~~Principal, ~~site~~ Site ~~administrator~~Administrator, or ~~supervisor~~Supervisor, the complaint may be filed directly with the ~~EEO, (*Equity or Professional Standards coordinator) officer~~ Director of Human Resources (when made by an ~~Employees~~employee or other ~~A~~adults) or District Equity Officer (when made by a student).

~~4.~~3. If the complaint is against the Director of Human Resources, District's ~~EEO~~ Equity Officer, the Superintendent, or ~~other~~ a member of the School Board, the complaint may be filed with the School Board Attorney.

B. Procedures for Processing Complaints of Harassment Other than Sexual Harassment

1. Complaints filed against persons other than the ~~Director of Human Resources Equity Officer (Professional Standards Coordinator),~~ Superintendent or ~~member of the~~ a School Board Member:~~.~~

   a. Upon receipt of the written complaint, ~~by~~ the Director of Human Resources or District ~~EEO/~~Equity Officer ~~(Professional Standards Coordinator) Officer, the District EEO Officer~~ shall appoint an investigator to conduct an investigation of the allegations in the complaint. The investigation may be conducted by school personnel or a third party designated by the ~~school~~ School ~~district~~District. The investigation will be conducted within thirty (30) business days. The investigator shall determine whether interim measures should be taken pending the outcome of the investigation. Such interim measures may include, but are not limited to, separating the ~~alleged harasser~~ accused and the ~~person allegedly harassed~~complainant. The investigator shall interview the complainant and the accused; interview any witnesses identified by the complainant, accused, or by other sources; take statements from all witnesses; and review any relevant documents or other evidence. Upon completing a review of all evidence relevant to the complaint, the investigator shall prepare a written summary of the investigation, and make a recommendation to the Director of Human Resources or District ~~EEO/~~Equity Officer ~~(Professional Standards Coordinator) Officer~~ as to whether there is reasonable cause to believe a violation of the District's antidiscrimination policy has occurred. Copies of documents, evidence and witness statements which were considered in the investigation must be sent to the ~~EEO officer~~Director of Human Resources or District Equity Officer along with the summary and recommendation.

   b. If the complaint is against the ~~EEO officer~~Director of Human Resources or District Equity Officer, the School Board Attorney shall appoint an investigator, who shall

conduct an investigation in the manner set forth in section IV.B.1.a.

c. The investigation, summary, relevant documents, witnesses' statements, and recommendation should be completed and forwarded to the ~~EEO Officer~~Director of Human Resources or District Equity Officer within thirty (30) business days, or to the School Board Attorney within thirty (30) business days, if the complaint is against the ~~EEO Officer~~Director of Human Resources or District Equity Officer. The ~~EEO Officer~~Director of Human Resources or District Equity Officer, or School Board Attorney, respectively, shall review the investigation summary, evidence and recommendation, and determine within ten (10) business days whether there is reasonable cause to believe a discriminatory practice or harassment occurred.

d. If the ~~EEO Officer~~Director of Human Resources or District Equity Officer or School Board Attorney determines there is reasonable cause to believe a violation of the nondiscriminatory policy occurred, he or she shall within ten (10) business days provide notice of the reasonable cause finding to the complainant and the accused. The ~~EEO Officer~~Director of Human Resource or District Equity Officer or School Board Attorney shall then forward the investigatory file, reasonable cause determination, and all related documents and evidence, to the Superintendent.

e. If the ~~EEO Officer~~Director of Human Resources or District Equity Officer or School Board Attorney determines, after a review of the investigation, summary, recommendation, and other evidence, that there is no reasonable cause to believe a discriminatory practice or harassment occurred, he or she shall provide within ten (10) business days, notice of the finding of no reasonable cause to the complainant and accused.

~~e.~~f. ~~-~~The complainant may request a no reasonable cause finding by the ~~EEO Officer~~Director of Human Resources, District Equity Officer, or School Board Attorney be reviewed by the Superintendent within ten (10) business days of receipt of this notice. The complainant shall provide a written statement detailing facts in support of his or her disagreement with the determination.

~~g.~~ The complainant will also be given an opportunity to meet with the Superintendent and ~~EEO Officer/~~Director of Human Resources, District Equity Officer, or School Board Attorney to present his or her position. The Superintendent and ~~EEO Officer/~~Director of Huamn Resources, District Equity Officer, or School Board Attorney shall prepare a written memorandum summarizing the content of the conference to be included in the complaint file. The Superintendent shall within ten (10) business days of the meeting ~~receipt of the notice~~ make a final determination as to whether there is reasonable cause to believe a discriminatory practice or harassment occurred.

~~h.~~g. If review by the Superintendent is not timely requested, the ~~EEO Officer~~Director of Human Resources, District Equity Officer, or School Board Attorney's determination of no reasonable cause shall be final.

~~i.~~h. The accused may request, within ten (10) business days of receipt of a notice of a finding of reasonable cause, that the determination be reviewed by the Superintendent. The request must include a written statement expressing the accused's position on the complaint and findings, and address any facts, statements, or evidence which he or she submits are inaccurate. The accused will be given an opportunity to meet with the Superintendent and the ~~EEO Officer/~~Director of Human Resources, District Equity Officer, or School Board Attorney to present his or her position. The Superintendent and ~~EEO Officer/~~Director of Human Resources, District Equity Officer, or School Board Attorney must within ten (10) business days of

~~receipt of the notice~~ the meeting prepare a memorandum summarizing the content of the meeting to be included in the complaint file.

~~j.~~i. If review by the Superintendent is not timely requested, the ~~EEO Officer~~Director of Human Resources, District Equity Officer, or School Board Attorney's determination of no reasonable cause shall be final.

~~k.~~j. After providing the opportunity for an informal hearing as referenced in section IV.B.1.h., the Superintendent shall evaluate all the evidence, the investigation summary, recommendations, and findings, along with any input by the accused and complainant, and make a final determination as to whether there is reasonable cause to support the complainant's allegations. He or she shall then determine any necessary disciplinary, remedial, or other action. Notice of the final disposition of the complaint and any disciplinary and/or remedial action shall within ten (10) business days of the informal hearing be forwarded to the accused and the complainant, and a copy of the notice will be filed with and maintained in the office of the ~~District EEO Officer and the Personnel Director of Human Resources~~Director of Human Resources or District Equity Officer.

~~l.~~k. All employees shall cooperate with any investigation of alleged harassment conducted under this policy or by an appropriate state or federal agency.

~~m.~~l. Employees may choose to pursue their complaints through the relevant employee grievance procedure instead of the complaint procedure in this policy.

2. Complaints against School Board Members or ~~against~~ the Superintendent:

a. Complaints against School Board Members or the Superintendent shall be filed with the School Board Attorney. The School Board Attorney will within twenty

(20) business days appoint an outside, independent investigator to conduct an investigation and make a recommendation as to whether a discriminatory practice has occurred. It is recommended, but not mandatory, that the investigator be an attorney familiar with federal and state law prohibiting discrimination on the basis of a protected status.

b. The complainant and accused shall be interviewed by the outside investigator. Both shall provide written lists of witnesses to be interviewed, and documents or other evidence to be reviewed as relevant to the complaint. The investigator shall interview all witnesses identified by the complainant or accused, in addition to witnesses with relevant knowledge which the investigator may discover from other sources. The investigator shall also review relevant documents and other evidence. The investigator shall within twenty (20) business days of receiving the complaint prepare a written summary of his or her investigation, and a recommendation to the School Board Attorney as to whether there is reasonable cause to believe that a discriminatory practice may have occurred.

c. If reasonable cause is recommended by the investigator against a School Board Member or an elected Superintendent, the recommendation shall within twenty (20) business days be forwarded to the Governor's office to determine if there is evidence that a misfeasance or malfeasance of office occurred. The Governor's office will be responsible for taking any necessary action in accordance with applicable law with reference to an elected official. The School Board shall receive and make the final determination if the Superintendent is appointed by the Board.

d. A finding of no reasonable cause by the outside investigator, which is reviewed and confirmed by the School Board Attorney, shall be final. In compliance with Florida Statutes, the investigation file shall become public

record and the Superintendent or School Board Member shall answer to their constituency.

~~D.~~ V. Penalties for Confirmed Discrimination or Harassment

~~1.~~ A. Student - A substantiated allegation of discrimination or harassment against a student shall subject that student to disciplinary action consistent with the *Code of Student Conduct*.

~~2.~~ B. Employee or Volunteer - A substantiated allegation of discrimination or harassment against an employee may result in disciplinary actions including termination and referral to appropriate law enforcement authorities. A volunteer shall be removed from service and a referral may be made to appropriate law enforcement authorities.

~~F.~~ VI. Limited Exemption from Public Records Act and Notification of Parents of Minors

~~1.~~ A. To the extent possible, complaints will be treated as confidential and in accordance with Florida Statutes and the Family Educational Rights and Privacy Act (FERPA). Limited disclosure may be necessary to complete a thorough investigation as described above. The District's obligation to investigation and take corrective action may supersede an individual's right to privacy.

~~2.~~ B. The parents of a person under the age of 18 who has filed a complaint of discrimination and/or harassment shall be notified within three (3) business days of receipt of a complaint.

~~V. Sexual Harassment Prohibited by Title IX~~
~~F. Definitions~~
~~5. Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment prohibited by Title IX.~~
~~6. Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment prohibited by Title IX against a respondent and requesting that the allegation be investigated. A formal complaint may be filed with the Title IX Coordinator in person,~~

by mail, or by electronic mail. When the Title IX coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party. The allegations in a formal complaint must be investigate. In response to a formal complaint, the Title IX grievance process noted below is followed.

7. Program or Activity includes locations, events or circumstances over which the School Board excises substantial control over both the respondent and the context in which the sexual harassment occurs.

8. Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment prohibited by Title IX.

9. Supportive measures means non disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measured are designed to restore or preserve equal access to the School Board's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security or monitoring of parts of campus, and other similar measures. Any supportive measures provided to the complainant or respondent are maintained as confidential, to the extent that maintaining such confidentiality does not impair the ability to provide supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

F. Title IX Complaint (Grievance) Process

11. Any person may report sex discrimination prohibited by Title IX, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the

~~contact information listed for the Title IX Coordinator or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time, including non-business hours, by using the telephone number or electronic mail address, or by mail to the office address listed for the Title IX Coordinator.~~

~~12. Complainants and respondents are treated equitably by offering supportive measures to a complainant and by following this grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.~~

~~13. The Title IX Coordinator promptly contacts the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain the process for filing a formal complaint.~~

~~14. Nothing herein precludes a respondent from being removed from the School's education program or activity on an emergency basis, provided that an individualized safety and risk assessment determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and that the respondent is provided with notice and an opportunity to challenge the decision immediately following the removal.~~

~~15. Nothing herein precludes a non-student employee respondent from being placed on administrative leave during the pendency of a grievance process.~~

~~16. This grievance process treats complainants and respondents equitably by providing remedies to complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following this process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies are designed to restore or preserve equal access to the School's education program or activity.~~

~~17. The respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.~~

~~18. All relevant evidence is evaluated objectively, including both inculpatory and exculpatory evidence. Credibility determinations are not based on a person's status as a complainant, respondent, or witness.~~

~~19. Any Title IX Coordinator, investigator, decision-maker, or any person who facilitates an informal resolution process may not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.~~

~~20. Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process must receive training on the definition of sexual harassment prohibited by Title IX, the scope of the School's education program or activity, how to conduct an investigation and grievance process including appeals, and informal resolution processes, and how to serve impartially, including by avoiding pre-judgment of the facts at issue, conflicts of interest, and bias. Decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. Investigators receive training on issues of relevance in order to create investigative reports that fairly summarize relevant evidence.~~

~~21. A finding of responsibility may result in disciplinary action up to and including expulsion for students or dismissal of employees.~~

~~22. The standard of evidence used to determine responsibility is preponderance of the evidence.~~

~~23. This grievance process does not allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege.~~

~~24. Notice of allegations~~

~~On receipt of a formal complaint, the Title IX coordinator gives the following written notice to the parties who are known:~~

~~(0) notice of the grievance process, including any informal resolution process, and~~

(0) notice of the allegations of sexual harassment potentially constituting sexual harassment prohibited by Title IX, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment prohibited by Title IX, and the date and location of the alleged incident, if known.

28. The Written Notice

. includes the identities of parties involved;

. includes the conduct allegedly constituting sexual harassment;

. includes the date and location of the alleged incident;

. a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;

. informs the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and

. informs the parties of any provisions in the School Board's code of conduct or the superintendent's Standards of Student Conduct that prohibit knowingly making false statements or knowingly submitting false information during the grievance process.

. If, in the course of an investigation, the investigator decides to investigate allegations about the complainant or respondent that are not included in the notice previously provided, notice of the additional allegations is provided to the parties whose identities are known.

36. Dismissal of formal complaints

. A formal complaint or any allegations therein must be dismissed if the conduct alleged in the complaint would not constitute sexual harassment prohibited by Title IX even if proved; or did not occur in the School's education program or activity; or did not occur against a person in the United States.

. Such a dismissal does not preclude action under another provision of the School Board's code of conduct.

. A formal complaint or any allegations therein may be dismissed if at any time during the investigation: a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled or employed by the School Board; or specific circumstances prevent the School Board from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

40. Investigation of formal complaint

. When investigating a formal complaint and throughout the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the School Board and not on the parties provided that a party's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party are not accessed, considered, disclosed or otherwise used without the voluntary, written consent of the party's parent, or the party if the party is an eligible student, to do so for this grievance procedure.

. The parties have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

. The ability of the parties to discuss the allegations under investigation or to gather and present relevant evidence is not restricted.

. The parties have the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The choice or presence of advisor for either the complainant for respondent is not limited in any meeting or grievance proceeding.

. Any party whose participation is invited or expected is provided written notice of the date, time, location, participants, and purpose of all investigative interviews

~~or other meetings with sufficient time for the party to prepare to participate.~~

~~. The investigator provides both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence which will not be relied upon in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to the completion of the investigative report, the investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report.~~

~~. The investigator creates an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the time a determination regarding responsibility is made, sends to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.~~

~~. After the investigator has sent the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the question any decision to exclude a question as not relevant.~~

~~49. Determination regarding responsibility~~

. The decision-maker, who cannot be the same person as the Title IX Coordinator or the investigator, must issue a written determination regarding responsibility.

. The written determination must include:

(0) identification of the allegations potentially constituting sexual harassment prohibited by Title IX;

(0) a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence; findings of fact supporting the determination;

(0) conclusions regarding the application of the School Board's code of conduct to the facts;

(0) a statement of, and rationale for, the result as to each allegation including a determination regarding responsibility, any disciplinary sanctions the School Board imposes on the respondent, and whether remedies designed to restore or preserve equal access to the School Board's education program or activity will be provided to the complainant; and the procedures and permissible bases for the complainant and respondent to appeal.

. The decision-maker must provide the written determination regarding responsibility to the parties simultaneously.

. The determination regarding responsibility becomes final either on the date that the parties are provided with the written determination of the result of the appeal, if an appeal is filed, or, if an appeal is not filed, the date on which an appeal would no longer be considered timely.

. The Title IX Coordinator is responsible for effective implementation of any remedies.

59. Appeals

. Either party may appeal from a determination regarding responsibility or from a dismissal of a formal complaint or any allegations therein, for the following reasons:

(0) procedural irregularity that affected the outcome of the matter;

(0) new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

(0) the Title IX Coordinator, investigator, or decision maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

. Notification of appeal must be given in writing to the Title IX Coordinator.

. As to all appeals, the Title IX Coordinator

(0) notifies the other party in writing when an appeal is filed and implements appeal procedures equally for both parties;

(0) ensures that the decision-maker for the appeal is not the same person as the decision-maker that reached the determination regarding responsibility or dismissal, the investigator, or the Title IX Coordinator; and ensures that the decision-maker for the appeal complies with the standards set forth in Title IX and this policy.

. The appeal decision-maker

(0) gives both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

(0) reviews the evidence gathered by the investigator, the investigator's report, and the decision-maker's written decision;

(0) issues a written decision describing the result of the appeal and the rationale for the result; and provides the written decision simultaneously to both parties and the Title IX Coordinator.

72. Timelines

. The investigative report will be provided to the parties within 35 days from the date the formal complaint is filed.

. A decision will be issued within 10 working days from the date the investigative report is submitted to the decision-maker.

. Either party may appeal within 5 working days from the date the written determination regarding responsibility is given to the parties.

. Any appeal will be resolved with 15 calendar days from the filing of the appeal.

. If the parties agree to an informal resolution process, these deadlines are tolled from the time one party requests an informal resolution process until either the time the other party responds, if that party does not agree to the informal resolution process, or until either party withdraws from the informal resolution processed.

. Temporary delays of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action are permitted. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; disciplinary processes required by law or School Board policy; or the need for language assistance or accommodation of disabilities.

V. Informal Resolution Process

F. At any time during the formal complaint process and prior to reaching a determination regarding responsibility, the parties may participate in an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility. When one party requests an informal resolution process, the other party must respond to the request within 3 days. The informal resolution process must be completed within 10 days of the agreement to participate in the process.

F. The informal resolution process may be facilitated by a trained educational professional, consultant, or other individual selected by the Title IX Coordinator under the following conditions:

82. The parties are provided a written notice disclosing the allegations, the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations; provided, however that at any time prior to agreeing to a resolution, any party has the right to withdraw from the

~~informal resolution process, resume the grievance process with respect to the formal complaint, and be informed of any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;~~

~~83. The parties, voluntarily and in writing, consent to the informal resolution process; and~~

~~84. The informal resolution process cannot be used to resolve allegations that an employee sexually harassed a student.~~

~~F. If the matter is resolved to the satisfaction of the parties, the facilitator shall document the nature of the complaint and the resolution, have both parties sign the document and receive a copy, and forward it to the title IX Coordinator. If the matter is not resolved, the formal complaint process is resumed.~~

~~F. Parties cannot be required to participate in an informal resolution process.~~

~~F. An informal resolution process is not offered unless a formal complaint is filed.~~

~~V. Training~~

~~F. Training is mandatory for all school based Title IX Coordinators, investigators, decision makers, hearing officers, and appeals decision makers.~~

~~F. All training materials is available to the public on request and is located on the district's website.~~

~~V. Recordkeeping~~

~~F. The School Board will maintain for a period of seven (7) years records of:~~

~~93. Each investigation of allegations of sexual harassment prohibited by Title IX including any determination regarding responsibility and any audio or audiovisual recording or transcript, if any, required under the Title IX regulations, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the school's education program or activity.~~

~~94. Any Appeal and the result therefrom;~~

~~95. Any informal resolution and the result therefrom; and~~

~~96. All materials used to train Title IX Coordinators, investigators, decision makers, and any person who facilitates an informal resolution process.~~

~~97. For each response required under 34 C.F.R. §106.44, the School Board must create, and maintain for a period of seven (7) years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment prohibited by Title IX. In each instance, the School Board will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to its education program or activity. If the School Board does not provide a complainant with supportive measures, then it will document the reasons why such a response was not clearly unreasonable in light of the known circumstances.~~

VII. A notice relating to nondiscriminatory practices shall appear in a prominent location at each work center and in District publications. The notice shall be available to School Board employees, potential employees, the general public, and students.

~~VII.~~ VIII. Retaliation Prohibited

A. Any act of retaliation against an individual who files a complaint alleging a violation of the District's antidiscrimination policy ~~and/~~or ~~sexual or~~ illegal harassment policy or who participates in the investigation of a discrimination or harassment complaint is prohibited.

B. Retaliation may include, but is not limited to, any form of intimidation, reprisal or harassment based upon participation in the investigation of, or filing a complaint of discrimination or harassment.

STATUTORY AUTHORITY: **120.54, 1001.41, 1001.42, 1012.23, F.S.**

LAW(S) IMPLEMENTED: **112.51, 119.07, 760.01 *et seq.*, 1000.05, 1000.21, 1001.43, 1012.22, F.S. 34 CFR 99, 34 CFR 108, 34 CFR 200.43(c), P.L.110-233 42 U.S.C. 12112, American with Disabilities Act of 1990 42 U.S.C. 2000ff et seq., Genetic Information Non-discrimination Act of 2008 29 U.S.C. 701 et seq., Rehabilitation Act of 1973 29 U.S.C. 621 et. seq., Age Discrimination in Employment Act of 1967**

~~20 U.S.C., 1681 et seq., Title IX of the United States Education Amendments of 1972;~~
42 U.S.C., 2000e et seq., Civil Rights Act of 1964;
29 CFR Parts 1600-1699

STATE BOARD OF EDUCATION RULE(S): **6A-19.001 *et seq.***

HISTORY:
ADOPTED: 3/23/2010
REVISION DATE(S): 8/24/2010, 4/24/2012, 12/15/2015, 12/15/2020
FORMERLY: Prohibition Against Harassment 2.201, Unlawful Discrimination, 2.21

TITLE IX POLICY **2.161**
PROHIBITING SEXUAL HARASSMENT AND SEXUAL DISCRIMINATION

~~*POLICY:*~~

(A) PURPOSE

The School Board of Suwannee County is committed to maintaining an education and work environment free from discrimination on the basis of sex, including sexual harassment, in compliance with Title IX, 20 U.S.C. § 1681 and 34 C.F.R. part 106. The School District of Suwannee County, Florida ("District") will address all allegations of sexual harassment or sexual discrimination with a thorough investigation, ensuring due process for the complainant and respondent.

(B) POLICY

Sexual harassment and sexual discrimination are prohibited in the District, on all District property, and at all District sponsored activities or events. Students and employees who feel that they have been subject to sexual harassment or sexual discrimination are encouraged to file a complaint in accordance with the procedure outlined in this Title IX Policy ("Policy"). Employees who become aware of sexual harassment or sexual discrimination must report to the appropriate personnel so the District can conduct a thorough investigation.

(C) DEFINITIONS

(1) "Actual Knowledge" means notice of Sexual harassment or Sexual Discrimination or allegations of to any employee of the District.

(2) "Complainant" means an individual who is alleged to be the victim of conduct that may constitute Sexual Harassment or Sexual Discrimination.

(3) "Dating Violence" means violence committed by a person –

(a) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(b) Where the existence of such relationship shall be determined based on the consideration of the following factors:

(i) The length of the relationship;

(ii) The type of relationship;

(iii) The frequency of interaction between the persons involved in the relationship.

(4) "District" means The School District of Suwannee County, Florida.

(5) "Domestic Violence" means a felony or misdemeanor crime of violence committed by:

(a) A current or former spouse or intimate partner of the victim;

(b) A person with whom the victim shares a child in common;

(c) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;

(d) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; or

(e) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.

(6) "Formal Complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment or Sexual Discrimination against a Respondent and requesting that the District investigate the allegation of Sexual Harassment or Sexual Discrimination.

(7) "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment or Sexual Discrimination.

(8) "Sexual Assault" means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent, and includes the following:

(a) ~~Forcible~~ rape;

(b) ~~Forcible~~ sodomy;

(c) Sexual assault with an object;

(d) ~~Forcible~~ fondling;

(e) Incest; and

(f) Statutory rape.

(9) "Sexual Discrimination" means discrimination based on sex, gender identity, gender expression or sexual orientation.

(10) "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:

(a) An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;

(b) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;

or

(c) Sexual Assault, as defined above and in 20 U.S.C. 1092(f)(6)(A)(v), Dating Violence as defined above and in 34 U.S.C. 12291(a)(10), Domestic Violence as defined above and in 34 U.S.C. 12291(a)(8), or Stalking as defined below and in 34 U.S.C. 12291(a)(30).

(11) "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

(a) Fear for his or her safety or the safety of others; or

(b) Suffer substantial emotional distress.

(12) "Supportive Measures" means non-disciplinary, non-punitive individualized services offered to the Complainant or the Respondent designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter Sexual Harassment or Sexual Discrimination.

(13) "Title IX Coordinator" means the District employee designated and authorized to coordinate the District's efforts to comply with its responsibilities to prohibit discrimination on the basis of sex in the District's education programs and activities.

(D) DEFINITIONAL AND JURISDICTIONAL REQUIREMENTS

(1) The District will not address allegations of sexual misconduct that does not meet the definition of Sexual Harassment or Sexual Discrimination under this Policy but may address such allegations under another District policy.

(2) The District will address all allegations of Sexual Harassment or Sexual Discrimination occurring:

(a) At all District schools;

(b) At all District events; and

(c) Under circumstances over which the District exercised substantial control over both the Respondent and the context in which the Sexual Harassment or Sexual Discrimination occurs.

(3) The District will not address allegations of Sexual Harassment or Sexual Discrimination that occurred outside the United States under this Policy but may address such allegations under another District policy.

(E) TITLE IX COORDINATOR

The District will employ a designated and authorized administrator to coordinate its compliance with Title IX for students and employees. Such administrator will be known as the Title IX Coordinator. The Superintendent or a designee will notify applicants for employment, students, parents, or legal guardians of elementary and secondary school students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator.

(F) PROCEDURES

(1) General Provisions

(a) Complainants and Respondents will be treated equitably by providing remedies to a Complainant where a determination of responsibility for Sexual Harassment or Sexual Discrimination has been made against the Respondent and by following the grievance process before imposing any disciplinary sanction or other action, other than Supportive Measures, against the Respondent.

(b) The Title IX Coordinator, Investigator, Decision-Maker, or any other person designated to facilitate an informal resolution process shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent.

(c) A Respondent is presumed not to be responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

(d) The standard of evidence for all complaints of Sexual Harassment or Sexual Discrimination through the grievance process is preponderance of the evidence.

(e) The District will make Supportive Measures available to the Complainant and Respondent throughout the grievance process.

(f) Any allegations not involving Sexual Harassment or Sexual Discrimination will be addressed through the procedures outlined in the appropriate School Board Policies or applicable provisions of the Code of Student Conduct.

(g) The timelines set forth in this Policy may be subject to a temporary delay of the grievance process or an extension for good cause with written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action. Good cause may include, but is not limited to, considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; and the need for language assistance or an accommodation of disabilities.

(2) Reporting Sexual Harassment or Sexual Discrimination

(a) Any person may report Sexual Harassment or Sexual Discrimination, whether or not the person reporting is the person alleged to be the victim of conduct that could constitute Sexual Harassment or Sexual Discrimination, in person, by mail, by telephone, or by electronic mail, using the Title IX Coordinator's contact information as published on the District website at www.Suwannee.k12.fl.us.

(b) District employees are required to report allegations or observations of Sexual Harassment or Sexual Discrimination promptly to the Title IX Coordinator. Any District employee who has independent knowledge or receives a report involving allegations of Sexual Harassment or Sexual Discrimination must promptly notify the Title IX Coordinator of such information or report.

(c) If a complaint alleges abuse of a student, or if such information is discovered in the course of the investigation of the complaint, the information shall be immediately reported to the Department of Children and Families Central Abuse Hotline as required by law and in accordance with School Board Policy 2.17.

(d) When a report of Sexual Harassment or Sexual Discrimination is made, the Title IX Coordinator, or designee, shall promptly contact the Complainant, as well as the Complainant's parent or

guardian if the Complainant is under eighteen (18) years of age or under guardianship, to discuss the availability of Supportive Measures, consider the Complainant's wishes with respect to Supportive Measures, inform the Complainant of the availability of Supportive Measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint.

(e) The Superintendent or designee shall designate a school-based administrator at each school to serve as the Title IX Liaison to work with the Title IX Coordinator to implement this Policy.

(f) It is a violation of this policy for a Complainant, Respondent, and/or witness to knowingly making false statements or knowingly submit false information during the grievance process, including intentionally making a false report of Sexual Harassment or Sexual Discrimination or submitting a false Formal Complaint. The Board will not tolerate such conduct and, if substantiated, will result in disciplinary action.

(3) Emergency Removal

(a) A Respondent may be removed from Respondent's school, program, or activity on an emergency basis if the site administrator determines, after consulting with the Title IX Coordinator, based on an individualized safety and risk analysis, that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment or Sexual Discrimination justifies removal.

(b) If a student Respondent is removed under this provision, the District will notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the removal.

(c) If a Respondent is a non-student employee, the District may place the Respondent on administrative leave during the pendency of the grievance process.

(d) For all non-student and non-employee Respondents, the District retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of Sexual Harassment or Sexual Discrimination or otherwise.

(4) Formal Complaint of Sexual Harassment or Sexual Discrimination

(a) A Formal Complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail by using the contact information listed for the Title IX Coordinator.

(b) When the Title IX Coordinator receives a Formal Complaint or signs a Formal Complaint, the District will follow its grievance process, as set forth herein.

(c) A Formal Complaint must be signed by the Complainant or the Title IX Coordinator.

(d) Following the filing of a Formal Complaint, and absent a dismissal, notice must be sent to both the Complainant and Respondent.

(e) The District shall dismiss a Formal Complaint if the conduct alleged in the Formal Complaint:

(i) Would not constitute Sexual Harassment or Sexual Discrimination, as defined in this Policy, even if proved;

(ii) Did not occur in the District's education program or activity; or

(iii) Did not occur against a person in the United States.

(f) The District may dismiss a Formal Complaint if:

(i) The Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegation therein;

(ii) The Respondent is no longer enrolled in or employed by the District;

(iii) Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.

(g) If a Formal Complaint is dismissed, the Title IX Coordinator must promptly send written notice of the dismissal and the reasons therefore simultaneously to the Complainant and Respondent.

(h) The Title IX Coordinator may consolidate Formal Complaints as to allegations of Sexual Harassment or Sexual Discrimination against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of Sexual Harassment or Sexual Discrimination arise out of the same facts or circumstances.

(i) A Complainant may appeal a dismissal by following the procedures outlined in this Policy.

(5) Informal Resolution Process

(a) Under no circumstances shall a Complainant be required as a condition of enrolling or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, to waive any right to an investigation and adjudication of a Formal Complaint of Sexual Harassment or Sexual Discrimination. Similarly, no party shall be required to participate in an informal resolution process.

(b) The Title IX Coordinator may offer the Complainant and Respondent the opportunity to participate in an informal resolution process.

(c) The informal resolution process may be used at any time prior to the Decision-Maker reaching a determination regarding responsibility.

(d) If the Title IX Coordinator proposes an informal resolution process, the Title IX Coordinator shall provide to the parties a written notice disclosing:

(i) The allegations;

(ii) The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations; and

(iii) Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

(e) The Title IX Coordinator shall obtain from the Complainant and Respondent their voluntary, written consent to the informal resolution process before commencing the informal resolution process.

(f) The informal resolution process is not available to resolve allegations that a District employee sexually harassed a student.

(6) Investigation of a Formal Complaint of Sexual Harassment or Sexual Discrimination

(a) In conducting the investigation of a Formal Complaint and through the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility is on the District, not the parties.

(b) All Investigators will be trained to conduct Sexual Harassment and Sexual Discrimination investigations.

(c) As part of the investigation, the Complainant and Respondent have the right to:

(i) Present witnesses and other inculpatory and exculpatory evidence; and

(ii) Be accompanied to any meeting or interview by the advisor of their choice, who may be, but is not required to be, an attorney.

(d) The District will provide any party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings with sufficient time for the party to prepare to participate.

(e) Both the Complainant and Respondent will have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

(f) After the investigation but prior to completion of the investigative report, the Investigator will send a summary of the evidence to the Complainant and Respondent for inspection in an electronic format or hard copy. The parties will have ten (10) business days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

(g) At the conclusion of the investigation, the Investigator shall create an investigative report that fairly summarizes relevant evidence and send the report to each party and the party's advisor, if any, for their review and written response. The Investigator will send the investigative report in an electronic format or a hard copy at least ten (10) business days prior to the Decision-Maker issuing a determination regarding responsibility.

(7) Determination of Responsibility

(a) The Title IX Coordinator shall appoint a Decision-Maker to issue a determination of responsibility. The Decision-Maker cannot be the same person as the Title IX Coordinator or the Investigator.

(b) In making the determination of responsibility, the Decision-Maker is directed to use the "preponderance of the evidence" standard. The Decision-Maker is charged with considering the totality of all available evidence, from all relevant sources.

(c) After the Investigator sends the investigative report to the Complainant, Respondent, and Decision-Maker, and before the Decision-Maker reaches a determination regarding responsibility, the Decision-Maker will afford each party three (3) business days to submit written, relevant questions that a party wants asked of any party or witness. Each party or witness will then have five (5) business days to respond to such questions. The Decision-Maker will then provide each party with the answers and allow two (2) business days for additional, limited follow-up questions from each party. Each party or witness will then have two (2) business days to respond to such questions. The Decision-Maker must explain to the party proposing the questions any decision to exclude a question as not relevant. All correspondence may be in electronic format or hard copy.

(d) Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

(e) The Decision-Maker will issue a written determination regarding responsibility. The written determination will include the following content:

(i) Identification of the allegations potentially constituting Sexual Harassment or Sexual Discrimination pursuant to this Policy;

(ii) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

(iii) Findings of fact supporting the determination;

(iv) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, and disciplinary sanctions the Decision-Maker is recommending that the District impose on the Respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity should be provided by the District to the Complainant; and

(v) The procedures and permissible bases for the Complainant and Respondent to appeal.

(f) The Decision-Maker will provide the written determination to the Title IX Coordinator who will provide the written determination to the parties simultaneously.

(g) In imposing a disciplinary sanction or consequence, the District will consider the severity of the incident, previous disciplinary violations, if any, and any mitigating circumstances.

(h) The Title IX Coordinator is responsible for effective implementation of any remedies.

(i) The written determination may be appealed by either party in accordance with the process outlined in Section G below.

(G) APPEALS

(1) Both parties have the right to file an appeal from a determination regarding responsibility, or from the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, on the following bases:

(a) Procedural irregularity that affected the outcome of the matter;

(b) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

(c) The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.

(2) Any party wishing to appeal the Decision-Maker's determination of responsibility, or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, must submit a written appeal to the Title IX Coordinator within five (5) business days after receipt of the Decision-Maker's determination of responsibility or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein.

(3) Nothing herein prevents the District from imposing any remedy, including disciplinary sanction, while the appeal is pending.

(4) As to all appeals, the Title IX Coordinator will notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.

(5) The Decision-Maker for the appeal shall not be the same person as the Decision-Maker that reached the determination regarding responsibility or dismissal, the Investigator, or the Title IX Coordinator. The

Decision-Maker for the appeal shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent and shall receive the same training as required of other Decision-Makers.

(6) Both parties shall have a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

(7) The Decision-Maker for the appeal shall determine when each party's written statement is due.

(8) The Decision-Maker for the appeal shall issue a written decision describing the result of the appeal and the rationale for the result. The original Decision-Maker's determination of responsibility will stand if the appeal request is not filed in a timely manner or the appealing party fails to show clear error or a compelling rationale for overturning or modifying the original determination. The written decision will be provided simultaneously to both parties.

(9) The determination of responsibility associated with a Formal Complaint, including any recommendations for remedies and disciplinary sanctions, becomes final when the time for filing an appeal has passed or, if an appeal is filed, at the point when the Decision-Maker for the appeal's decision is delivered to the Complainant and the Respondent.

(H) RECORDKEEPING

(1) The District will maintain for a period of seven (7) years records related to a report or Formal Complaint of Sexual Harassment or Sexual Discrimination.

(2) Records maintained for a period of seven (7) years include:

(a) Any Sexual Harassment or Sexual Discrimination investigation including any determination regarding responsibility, any disciplinary sanctions recommended or imposed on the Respondent, and any remedies provided to the Complainant;

(b) Any appeal and the result therefrom;

(c) Any informal resolution and the result therefrom; and

(d) All materials used to train Title IX Coordinators, Investigators, Decision-Makers, and any person who facilitates an informal resolution process.

(I) TRAINING

(1) The District's Title IX Coordinator, along with any Investigator, Decision-Maker, or person designated to facilitate an informal resolution process, must receive training appropriate to designated role on:

(a) The definition of Sexual Harassment or Sexual Discrimination;

(b) The scope of the District's education program or activity;

(c) How to conduct an investigation and implement the grievance process, appeals, and informal resolution processes, as applicable; and

(d) How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interests, and bias.

(2) The District will make its training material publicly available.

(J) RETALIATION

(1) Retaliation Prohibited

(a) No person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this Policy, or because the individual made a report of complaint, testified, assisted, or participated or refused to participate in any manner in an investigation or proceeding under this Policy.

(b) Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or Sexual Harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of Sexual Harassment or Sexual Discrimination, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this Policy, constitutes retaliation.

(c) Retaliation against a person for making a report of Sexual Harassment or Sexual Discrimination, filing a Formal Complaint, or participating in an investigation, is a serious violation of this Policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

(d) Disciplining an individual for knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of Sexual Harassment or Sexual Discrimination or submitting a false Formal Complaint shall not constitute retaliation, provided, however, that a determination regarding responsibility for the alleged Sexual Harassment or Sexual Discrimination alone, is not sufficient to conclude that any individual made a false statement in bad faith.

STATUTORY AUTHORITY: 120.54, 120.81(1), 1001.32(2), 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 20 U.S.C., 1681 et seq., Title IX of the United States Education Amendments of 1972, 34 CFR 106, 1000.05, 1000.21, 1001.32, 1001.33, 1001.41, 1001.42(4) & (8), 1001.43, 1003.31, 1012.23, F.S.

History:	Adopted: Revision Date(s): Formerly: NEW

SAFE AND SECURE SCHOOLS 3.06

POLICY:

I. Introduction

The Suwannee County School Board has as its first obligation to provide a safe, secure and orderly learning environment in all schools and at all sponsored activities for students, school personnel, and other persons.

II. Orderly Environment

An orderly environment can only be achieved by developing procedures to control students, personnel, and other persons on school property and attending School Board or school sponsored events or activities. All procedures shall reflect the following policy provisions:

A. No person other than a student and employee of a school site shall be on a school campus during school hours unless they are in compliance with Policy 9.07 (Visitors).

B. A student who is suspended or expelled is not in good standing and is not permitted on the school campus, school grounds, or at a school sponsored activity.

C. Any person on a school campus or school grounds not in accordance with this policy is hereby declared to be a trespasser and shall be asked to leave immediately by any staff member. Each principal shall keep a log of such incidents, which shall provide the name of the person asked to leave and other pertinent information. If said person shall again be seen upon the school campus or school grounds, any staff member shall immediately notify the principal or appropriate local law enforcement officials without further warning.

D. Individuals who enter School Board property, activity, or School Board meeting without a legitimate reason and create a disturbance or refuse to leave the property or activity when asked by the board chairperson, Superintendent/designee, principal or person in charge are subject to criminal penalty as provided in Florida Statutes. The person in charge shall contact appropriate law enforcement officials in cases of

disruptive activity or refusal to leave the school property or activity and take appropriate actions to have the offender punished as prescribed by law. The Superintendent shall be notified of any such action at schools or school activities.

E. No person except law enforcement, security officers, and other legally identified individuals may have in his/her possession any weapon, illegal substance, or dangerous substance while on school property or at school events. However, District employees may possess a securely encased concealed firearm in their vehicle in accordance with F.S. 790.25 (5).

III. The following emergency response agency(ies) will notify the District in the event of an emergency:

Emergency Response Agency	Type of Emergency
Live Oak Police Department	All Emergencies
Suwannee County Sheriff's Department	All Emergencies

IV. Safety and Security – Emergency Plans

A. The Superintendent shall develop a School Safety and Security Plan with input from representatives of the local law enforcement agencies, the local Fire Marshall(s), representative(s) from emergency medical services; building administrators, representative(s) from the local emergency management agency, School Resource Officer(s) and/or representative(s) of the Suwannee County Health Department.

B. As required by state law, the Superintendent shall require the use of the Safe School Assessment Survey based on the School Safety and Security Best Practices Indicators created by FL DOE Safe School Assessment Tool (FSSAT) to conduct a self-assessment of the District's current safety and security practices.

C. Upon completion of these self-assessments, the Superintendent shall convene a safety and security review meeting for the purpose of:
(a) reviewing the current School Safety and Security Plan and the results of the self-assessment; (b) identifying necessary modifications to the plan; (c) identifying additional necessary training for staff and students; and (d) discussing any other related matters deemed necessary by the meeting participants.

D. The Superintendent shall present the findings of the safety and security review meeting to the Board for review and approval of appropriate school safety, emergency management and preparedness plans. The Superintendent shall make any necessary recommendations to the Board that identify strategies and activities that the Board should incorporate into the School Safety and Security Plan and/or implement in order to improve school safety and security. The School Safety and Security Plan is, however, confidential and is not subject to review or release as a public record.

E. The Superintendent shall report the self-assessment results and any action taken by the Board to review the School Safety and Security Plan to the Commissioner of Education within thirty (30) days after the Board meeting.

F. Emergency management and preparedness plans shall include notification procedures for weapon use and active ~~shooter~~ assailant/hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.

G. Emergency management and preparedness procedures for active shooter situations shall engage the participation of the District's Director of School Safety, threat assessment team members, faculty, staff, and students for each school and be conducted by the law enforcement agency or agencies designated as first responders to the school's campus.

1. Accommodations for drills conducted at exceptional student education centers may be provided.

H. Each school shall develop and maintain an up-to-date plan based upon the uniform guidelines and including the provisions of Florida law, State Board of Education rules, and other applicable regulations.

I. Copies of school plans shall be provided to county and city law enforcement agencies, fire departments, and emergency preparedness officials.

V. Threat Assessment

A. The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The Board's threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication. Threat Assessment in Schools: a Guide to Managing Threatening Situations and to creating Safe School Climates for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventative or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed. The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.

B. The Board authorizes the Superintendent to create building-level, trained threat assessment teams. Each team shall be headed by the principal and

shall include a person with expertise in counseling (school/psychological), instructional personnel, and law enforcement (school resource officer) and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self.

1. The threat assessment team will be responsible for the assessment of individuals whose behavior may pose a threat to the safety of school staff and/or students and coordinating resources and interventions for the individual.

2. If a student with a disability is reported to have made a threat to harm others, and the student's intent is not clear, a referral will be made to the threat assessment team for evaluation.

3. Upon a preliminary determination that a student poses a threat of violence or physical harm to him/herself or others, the threat assessment team may obtain criminal history record information. The team must immediately report its determination to the Superintendent who must immediately attempt to notify the

student's parent or legal guardian. A parent or guardian has the right to inspect and review the threat assessment. The team will coordinate resources and interventions to engage behavioral and or mental health crisis resources when mental health or substance abuse crisis is suspected.

4. The threat assessment team must plan for the implementation and monitoring of appropriate interventions to manage or mitigate the student's risk for engaging in violence and increasing the likelihood of positive outcomes.

5. Upon the student's transfer to a different school, the threat assessment team must verify that any intervention services provided to the student remain in place until the threat assessment team of the receiving school independently determines the need for intervention services. Threat assessment teams must meet as often as needed to fulfill their duties of assessing and intervening with persons whose behavior may pose a threat to school staff or students, but no less than monthly. The teams must maintain documentation of all meetings, including meeting dates and times, team members in attendance, cases discussed and actions taken.

VI. Safety – Procedures

A. School alarms shall be monitored on a weekly basis and malfunctions shall be reported for immediate repair.

B. A safety program shall be established consistent with the provisions of Policy 8.01. The emergency preparedness procedures will identify the individuals responsible for contacting the primary emergency response agency and the emergency response agency that is responsible for notifying the school district for each type of emergency.

C. Emergency evacuation drills (fire, hurricane, tornado, active ~~shooter~~assailant/hostage situation, other natural disaster, and school bus) shall be held in compliance with state requirements and formulated in consultation with the appropriate public safety agencies. Each principal, site administrator, or transportation official is responsible for:

1. Developing and posting emergency evacuation routes and procedures;

2. Assigning and training all staff members in specified responsibilities to ensure prompt, safe and orderly evacuation;

3. Identifying and reporting hazardous areas requiring corrective measures; and

4. Preparing and submitting a written report of each emergency evacuation drill to the District Office.

D. In the event of an emergency, the Superintendent is authorized to dismiss early or close any or all schools. Except that the principal may dismiss the school when the Superintendent or designee cannot be contacted and an extreme emergency exists endangering the health, safety, or welfare of students. Any such actions shall be reported immediately to the Superintendent or designee along with a statement describing the reasons for the action. Such report shall be submitted to the School Board at the next regular meeting unless a special meeting is held relating to the emergency.

E. Parents, as defined by law, have a right to timely notification of threats, unlawful acts, and significant emergencies that occur on school grounds, during school transportation or during school-sponsored activities pursuant to sections 1006.07(4) and (7), F.S.

1.Parents have a right to access school safety and discipline incidents as reported pursuant to section 1006.07(9), F.S.

VII. Safety – Violence Prevention

A. The Superintendent shall develop a violence prevention plan for use by each school.

B. Training in identification of potentially violent behaviors and the procedures to be implemented shall be provided to personnel of the schools.

VIII. Security

A. The Superintendent shall establish and implement a Domestic Security Plan consistent with the requirements of the National Incident Management System (NIMS).

B. The Superintendent shall develop and implement guidelines and procedures for reviewing each school's security provisions.

C. Designate an administrator as the school safety specialist for the District.

D. A review of each school's security provisions shall be conducted annually by the principal with a written report submitted to the Superintendent or designee for submission to the Board for review.

E. Each school's emergency plan shall include security provisions including emergency lockdown procedures.

F. Establishing policies and procedures for the prevention of violence on school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community.

G. Adhering to background screening procedures for all staff, volunteers and mentors.

H. Security trailers may be located on school property.

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: **316.614, 790.115, 790.25, 1001.43, 1001.51, 1006.062, 1006.07, 1006.145, 1006.1493, 1006.21, 1013.13, F.S.**
STATE BOARD OF EDUCATION RULE(S): **6A-1.0403, 6A-3.0171**

History:	Adopted:
Revision Date(s):	12/17/02, 4/27/10, 5/22/2018, 9/25/2018, 11/19/2019, 12/15/2020, 4/27/2021
Formerly:	Campus Disorders and Trespassing 3.06

A MOMENT OF SILENCE	3.09

POLICY:

Each school day, first period teachers, in all grades, shall set aside up to two (2) minutes for a ~~A~~ moment of silence, during which students may not interfere with other students' participation. ~~not to exceed two (2) minutes, may be provided for students at the beginning of each school day.~~

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 1001.43; 1003.45, F.S.

History:	Adopted:
	Revision Date(s):
	Formerly:

ATHLETICS 4.09

POLICY:

I. Athletic programs shall be under the control of the school principal.

II. All District high schools shall be members of the Florida High School Athletic Association, Inc. (FHSAA) and shall be governed by the rules and regulations adopted by FHSAA. Students who participate in athletics shall meet eligibility requirements established by FHSAA and the School Board which are consistent with Florida Statutes.

III. Students practicing or participating in any type of interscholastic athletics shall be required to have student accident insurance which is available to the parent(s) or legal guardian(s) through the School Board. Additionally, all students who participate and practice must submit all required documentation to the head coach who will submit the required documentation to the Athletic Director. The principal shall be responsible for maintaining an accurate roster of all student athletes and for assuring that no student athlete will practice or participate who is not properly covered. The portion of the premium to be paid by the student athlete will be the same for all sports, with the balance of the premium being equally shared between the athletic department of the school and the School Board.

a. The Superintendent shall develop appropriate administrative procedures for the operation of the interscholastic athletics program. Such procedures should provide for the following safeguards:

i. Prior to enrolling in the sport, each participant shall submit to a thorough physical examination as defined by Florida Statutes; and a parent / legal guardian shall report any past or current health problems along with a physician's statement that any such problems have or are being treated and pose no threat to the student's participation. Physicals are valid for 365 days.

ii. Any student wanting to participate in middle school and/or high school athletics must complete a mandatory Cardiology Report: Electrocardiogram (ECG) ~~(Form 2431F1) each year~~ as part of the student's athletic packet and must:

1. have a mandatory electrocardiogram (ECG) screening prior to participating in his/her first athletic sport in middle school and again prior to participating in his/her first athletic sport in high school; or

2. parents/students who decline the mandatory electrocardiogram (ECG) screening will not be permitted to participate in any athletic program. ~~each year of athletic participation[DL1]~~.

iii. Any student who is found to have a health condition which may be life-threatening to self or others shall not be allowed to participate until the situation has been analyzed by a medical review panel that has determined the conditions under which the student may participate. Pursuant to F.S. 1006.20(2)(d), the District shall not be liable for any student with a health condition who has been authorized to play by the parent/legal guardian if the parent/legal guardian of the student objects in writing to the student undergoing a medical evaluation because such evaluation is contrary to his/her religious tents or practices.

iv. Any student who incurs an injury requiring a physicians' care is to have the written approval of a physician prior or the student's return to participation.

v. In order to minimize health and safety risks to student-athletes and maintain ethical standards, school personnel, coaches, athletic trainers, and community coaches should never dispense, supply, recommend, or permit the use of any drug, medication, or food supplement solely for performance-enhancing purposes.

vi. The Superintendent and District school principal will require that sportsmanship, ethics, and integrity characterize the manner in which the athletic program is conducted and the actions of students who participate.

vii. All documentation for Physicals (FHSAA Form EL2), FHSAA Consent and Release from Liability Certificate (FHSAA Form EL3) that covers concussions, sudden cardiac arrest, and heat related illnesses, ~~Who We Play for~~ SCSB ECG screening Consent Form and Release of Liability ~~(adopted by Suwannee~~

~~County School Board)~~ will be maintained by the Athletic Director for seven years.

~~vii.~~viii. All students who have a clear (green) participation/practice ECG screening will be allowed to participate. Student who have an abnormal (yellow) reading have a 90-day follow-up requirement and meet the requirement for follow up will be allowed to participate. Students who do not meet the 90-day follow-up requirement will not be allowed to participate after 90 days. Students who have a hard stop flag (red) for immediate medical follow-up will not be permitted to participate unless cleared by medical personnel.

IV. No student shall engage in practice or participate in any interscholastic game without the written permission of the student's parent(s) or legal guardian being on file.

V. No student shall be a candidate for an athletic team or a participant in athletic competition without filing a Physical Evaluation (FHSAA EL2) and ~~a informed~~ Sudden Cardiac Arrest and Heat Illness Informed ~~consent~~ Consent (FHSAA Form EL3) signed by his/her parent(s). All non-traditional students are required to complete non-member school participation (FHSAA Form EL12) and other required FHSAA documentation as traditional high school students. The consent must explain the nature and risk of concussion and head injury as required by law. The consent must be filed annually prior to participating in any physical activity related to athletic competition or candidacy for an athletic team.

VI. A student athlete who is suspected of sustaining a concussion or head injury in a practice or competition shall be removed from play immediately. The athlete may not return to play without a clearance from appropriate medical personnel. Students who are suspected of sustaining a concussion must complete Post Head Injury/Concussion Initial Return to Participation (FHSAA Form AT18).

~~VI.~~VII. FHSAA Form EL3 also provides information for parents and students on Sudden Cardiac Arrest and Heat related Illnesses. Additional information on Exertional Heat Illness is available in Suwannee County School Board Policy 4.181.

VIII. Pursuant to Section 768.135, Florida Statutes, licensed medical personnel who act as volunteers for school events and agree to render emergency care or treatment shall be immune from civil liability for treatment of a participant in any school-sponsored athletic event, provided such treatment was rendered in accordance with acceptable standards of practice and was not objected to by the participant.

IX. An automatic external defibrillator (AED) will be available for use, if needed, at every preseason and regular season interscholastic contest including practice, workout/conditioning sessions and at every FHSAA state championship series contest. Staff will be trained to use such equipment.

X. All students shall be subject to all School Board Rules and to the Codes of Student Conduct while attending athletic events and practices.

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 768.135; 943.0438, 1001.43; 1002.20, 1002.31, 1006.07; 1006.15; 1006.16; 1006.20, F.S.

History:	Adopted: Revision Date(s): 10/23/12, 11/22/2016 Formerly: IGD, JHA

DATING VIOLENCE AND ABUSE 5.105*

It is the policy of the Suwannee School District that all of its students and school employees have an educational setting that is safe, secure, and free from dating violence and abuse. The District shall not tolerate dating violence and abuse of any kind. Dating violence or abuse by any student is prohibited on school property, during any school related or school sponsored program or activity, or during school sponsored transportation. The School Board of Suwannee County also prohibits sexual harassment and sexual discrimination, which is governed by Policy (2.161) Title IX Policy Prohibiting Sexual Harassment and Sexual Discrimination.

I. Definitions

A. *Teen dating violence* is a pattern of emotional, verbal, sexual, or physical abuse used by one person in a current or past romantic or intimate relationship to exert power and control over another when one or both of the partners is a teenager.

B. *Abuse* is mistreatment which may include insults, coercion, social sabotage, sexual harassment, threats and/or acts of physical or sexual abuse. The abusive partner uses this pattern of violent and coercive behavior to gain power and maintain control over the dating partner. This may also include abuse, harassment, and stalking via electronic devices such as cell phones and computers, and harassment through a third party, and may be physical, mental, or both. Sexual harassment and sexual discrimination definitions, policies, and procedures are set forth in Policy 2.161 Title IX Policy Prohibiting Sexual Harassment and Sexual Discrimination.

II. Reporting Teen Dating Violence or Abuse

A. The principal or designee shall be responsible for receiving complaints alleging violations of this policy. If the principal or designee has reason to suspect that the complaint could be a Title IX issue, then it should be promptly reported to the Title IX Coordinator.

B. All school employees are required to report alleged violations of this policy to the principal or designee.

C. In addition to reporting the incident to the principal or designee, if a district employee or agent has reason to suspect that an alleged violation of this policy might constitute a crime, the district employee or agent shall also immediately report the complaint to law enforcement. Any uncertainty regarding whether an alleged violation might constitute a crime must be resolved in favor of reporting the incident to law enforcement.

D. All other members of the school community, including students, parents as defined by Florida Statutes, volunteers, and visitors are encouraged to report any act that may be a violation of this policy anonymously or in person to the principal or designee.

E. In cases involving an alleged perpetrator who is of adult age and an alleged teen victim, certain suspicions of abuse must be reported to the Florida Abuse Hotline (1-800-962-2873) or local law enforcement pursuant to Section 39.201, Florida Statutes.

F. The principal shall establish and prominently publicize to students, staff, volunteers, and parents how a report of dating violence and abuse may be filed either in person or anonymously and how this report will be acted upon.

G. The victim of teen dating violence or abuse, anyone who witnesses an act of dating violence or abuse, and anyone who has credible information that an act of dating violence and abuse has taken place may file a report of dating violence and abuse.

H. Submission of a good faith complaint or report of teen dating violence or abuse will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments. Appropriate remedial action will be pursued for persons found to have wrongfully and intentionally accused another of an act of dating violence or abuse.

I. Any written or oral report of an act of dating violence and abuse shall be considered an official means of reporting such act(s). Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.

J. Incidents of teen dating violence and abuse shall be filed within ten (10) school days of the alleged incident or having knowledge of the incident.

III. Investigations

A. The principal or designee shall select a staff member employed at the school and trained in investigative procedures to initiate the investigation. The staff member may not be the accused perpetrator or victim.

B. Documented interviews of the victim, alleged perpetrator and witnesses shall be conducted privately and separately. All interviews are confidential. Each individual (victim, alleged perpetrator and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.

C. The investigative process shall be completed within ten (10) school days from the time the report is filed.

~~C.~~D. If the complaint is determined to be a Title IX Sexual Harassment or Sexual Discrimination complaint, the policies and procedures set forth in Policy 2.161 Title IX Policy Prohibiting Sexual Discrimination will apply.

~~D.~~E. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of teen dating violence and/or abuse and the investigative procedures that follow. School employees shall refrain from sharing confidential student information with other school employees, students, or community members, unless disclosure is required by law or is necessary to protect the student's safety. Any notification made must be consistent with the student' privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

~~E.~~F. If it is determined that inappropriate behavior(s) has occurred, the investigator will make recommendations for disciplinary action to the principal or Superintendent.

IV. Discipline

A. Immediate action shall be taken to eliminate the behavior.

B. Disciplinary action shall be taken based on the circumstances of the behavior(s).

C. Discipline shall be consistent with the provisions of the *Code of Student Conduct*.

D. If a crime has been committed, the appropriate law enforcement agency shall be immediately notified.

V. Restraining Orders

A. If an order of protection has been issued, the student or his/her parent(s) should inform the school immediately.

B. The investigator will contact the abuser and his/her parent(s) to initiate a contract to stay away from the victim, consistent with the terms of the order, with penalties for known violations of the contract.

C. The principal or district administrator will notify law enforcement immediately if he/she has a reasonable belief that a criminal or civil restraining order has been violated.

D. The school resource officer and/or security officer will respond immediately to a report of a violation of a criminal or a civil restraining order.

VI. Support Services for the Victim

The school shall provide a victim of dating violence and abuse with support services that may include but are not limited to:

A. A contract with the offender to stay away from the victim while on school grounds, on school transportation and during school sponsored programs and events;

B. Reasonable accommodations, such as class schedule changes;

C. If needed, the school will assist the student in creating an alternative education plan for the student such as transferring to a different school or the ability to make up school work missed due to dating violence.

D. Security protection, such as safe egress/regress from school and within the school;

E. Timely and comprehensive investigation of dating violence and abuse complaints;

F. Information and assistance in securing intervention which includes assistance and support provided to parents/legal guardians, if deemed necessary and appropriate.

G. Referrals for outside support and/or counseling.

VII. Methods of Intervention with the Alleged Perpetrator

A. Allow the alleged perpetrator to respond in writing to the allegations.

B. Identify and implement interventions that will be taken to prevent further incidents.

C. Refer the alleged perpetrator and parents/legal guardians to help and support available at the school and within the community.

D. Address the seriousness of retaliations against the victim for reporting the incident or cooperating with the investigation. Inform the alleged perpetrator that retaliation or threats of retaliations in any form designed to intimidate the victim of dating violence or abuse, those who

are witnesses, or those who investigate an incident, shall not be tolerated.

E. Provide for increased supervision of the alleged perpetrator.

F. Document the meeting and action plans.

VIII. Curriculum

A. The health education curriculum for students in grades 7 through 12 shall include dating violence and abuse. The teen dating violence and abuse component shall include, but is not limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse.

B. The curriculum shall have an emphasis on prevention-based education.

IX. Training

A. Teachers, administrators, counselors, instructional assistants, school nurses and other nonteaching staff such as bus drivers, custodians, and cafeteria workers shall receive training about teen dating violence and abuse.

B. Students, parents and school volunteers shall also be given instruction related to teen dating violence and abuse.

C. Training on the District's policy prohibiting dating violence and abuse and related procedures shall be conducted, at a minimum, on an annual basis.

D. The instruction shall include evidence-based methods of preventing dating violence and abuse and how to effectively identify and respond to incidents of dating violence and abuse within the scope of the school.

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: 1000.21, 1001.43, 1003.42, 1006.07, 1006.148, F.S.

HISTORY:	**ADOPTED: 3/22/11** **REVISION DATE(S): 12/15/2020** **FORMERLY: NEW**

STUDENT RECORDS 5.19

POLICY:

School Board Rules and procedures for maintaining student records shall be consistent with Florida Statutes, including the "Parents' Bill of Rights", State Board of Education Rules, and Federal Laws relating to Family Educational Rights and Privacy Acts and Privacy Rights of Parents and Students. The Superintendent shall be responsible for interpreting this rule and the school principal shall be responsible for controlling and supervising student records, following all rules on student records, and interpreting rules on student records to the school staff, students, and the community.

I. Procedures on student records shall be approved by the School Board. Included shall be provisions of the Family Educational Rights and Privacy Act requirements relating to the surveying of students, the collecting of information from students for marketing purposes, and certain nonemergency medical examinations.

II. Parents, as defined by law, and students shall be notified annually of their rights regarding education records.

III. The District shall not collect or retain information including biometric information restricted by §1002.222, F.S.

IV. The District acknowledges important information relating to a minor child should not be withheld inadvertently or purposefully, from the parent, including information relating to the minor child's health, well-being, and education, while the minor child is in the custody of the school district.

V. Parents have the right to access and review all school records related to the minor child including but not limited to, the right to access school safety and discipline incidents as reported pursuant to section 1006.07 (7) and (9), F.S.

~~IV.~~ VI. The individual records of children enrolled in the Voluntary Prekindergarten Education Program shall be maintained as confidential records exempt from public records law as required by Florida Statutes.

~~V.~~ VII. A school may release a student's education records to partners to an interagency agreement among the Department of Juvenile Justice, the school, law enforcement authorities and other signatory agencies as allowed by law.

~~VI.~~ VIII. Student information that is confidential and exempt shall not be released except when authorized by §1002.221, F.S.

~~VII.~~ IX. District, upon receiving a written request for another school, public or private, within or out of State, shall transfer within three (3) school days the records of the student.

A. The records to be transferred shall include:

1. Category A and B (including disciplinary records with respect to suspension and expulsion) records as defined by Rule 6A-1.0955 F.A.C.
2. Verified reports of serious or recurrent behavior patterns, including threat assessment evaluations and intervention services; and
3. Psychological evaluations, including therapeutic treatment plans and therapy or progress notes created or maintained by School District or charter school staff, as appropriate.

~~VIII.~~ X. Reporting of student database information shall comply with these safeguards.

A. Data reported to the Florida Department of Education shall not disclose a student's name or identity unless required by Florida Statutes;

B. Data shall not be stored in a single file or released in such a manner that a complete student profile can be reported unless specified by Florida Statutes; and,

C. Data shall be protected from unauthorized use at all times.

~~IX.~~ XI. Social security numbers may be collected from students

A. To be used as student identification numbers as required by 1008.386, F.S., until the Department of Education has issued a student identification number;

B. To facilitate the processing of student scholarships, college admission, and other applications; and

C. For other purposes when consent of the parent or adult student is granted.

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 119.07(1); 119.071; 1001.43; 1001.52; 1002.22; 1002.221, 1002.222, 1003.25; 1008.386, F.S.
20 USC§ 1232g (34 CFR PART 99) pl 103-382 (34 CFR PART 99)

STATE BOARD OF EDUCATION RULE(S): 6a-1.0955

History:	Adopted: Revision Date(s): 5/25, 2010, 3/22, 2011, 1/27/2015, 10/27/2020, 4/27/2021 Formerly: JO

NOTIFICATION OF INVOLUNTARY EXAMINATION 5.29*+

I. When there is a student crisis situation, school or law enforcement personnel must make a reasonable attempt to contact, either in person or using telehealth, a mental health professional who may initiate an involuntary examination pursuant to section 394.463, unless the child poses an imminent danger to themselves or others.

~~I.~~II. The principal or designee shall exercise reasonable diligence and care to make contact with ~~immediately notify~~ the parent, as defined by law, ~~of a~~ before the student who is removed from school, school transportation, or a school-sponsored activity ~~and~~ is to be taken to a receiving facility for an involuntary examination.

A. Methods of communication to contact the student's parent or other known emergency contact include but are not limited to, telephone calls, text messages, e-mails, and voicemail messages following the decision to initiate an involuntary examination of the student.

B. The method and number of attempts made to contact the student's parent or other known emergency contact and the outcome of each attempt must be documented.

C. If an emergency contact is notified, the principal/designee may only share the information necessary to alert such contact that the parent must be contacted.

~~II.~~III. The principal or designee may delay the required notification to the parent for up to twenty-four (24) hours ~~if the delay is considered in the student's best interest and if~~ provided a report has been submitted to the central abuse hotline due to knowledge or suspicion of abuse, abandonment, or neglect and:~~.~~

A. the delay is considered in the student's best interest or

B. it is reasonably believed to be necessary to avoid jeopardizing the health and safety of the student.

~~III.~~IV. Before contacting a law enforcement officer, a principal or designee must verify that de-escalation strategies have been utilized and outreach to a mobile response team has been initiated unless the principal or designee reasonably believes that any delay in removing the student will increase the likelihood of harm to the student or others.

~~IV.~~V. The Superintendent shall develop procedures for the notification of parents and for reporting, if appropriate, alleged child abuse, abandonment, or neglect to the central abuse hotline when a student is taken to a facility for an involuntary examination. The procedures shall be contained in the *Health Services Manual.* The Superintendent shall annually report to the Department of Education the number of involuntary examinations, as defined in section 394.455, F.S., initiated at a school, on school transportation, or at a school-sponsored activity.

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: 381.0056, 394.463, 1001.21, 1002.20, 1006.062, F.S.

HISTORY:	**ADOPTED: 12/15/2015** **REVISION DATE(S): 9/22/2020** **FORMERLY: NEW**

DEFERRED RETIREMENT OPTION PROGRAM (DROP) 6.216

POLICY:

The Deferred Retirement Option Program ("DROP") as defined in Chapter 121, Florida Statutes, is an alternative method of deferred payment of retirement benefits for up to 60 months ~~or ninety-six (96) months~~ after an eligible member of the Florida Retirement System reaches his/her normal retirement date but wishes to continue employment with a Florida Retirement System employer. In order to participate, the employee must submit a binding letter of resignation, establishing a deferred termination date. DROP will allow the participant to defer all retirement benefits payable during the DROP period. Upon termination of DROP, the participant will receive the DROP benefits and his/her regular retirement benefits under Chapter 121, Florida Statutes.

I. Participation in DROP: All Members of the Florida Retirement System are eligible for DROP. Members electing to participate in DROP must meet the eligibility and timeline requirements outlined in Florida Statutes.

~~II. All employees planning to participate in DROP are strongly encouraged to notify the Board by the last day of the month preceding the month of entry into the program.~~

II. Certain K-12 instructional personnel may be permitted to extend DROP participation for up to an additional 36 months upon authorization from the District and approval by the division.

III Benefits Payable:

A. Sick Leave – Employees will be paid terminal pay for accumulated sick leave at retirement, or, if service is terminated by death, to his/her beneficiary. Upon election to participate in DROP, and based upon the employee's established deferred termination date, previously accumulated sick leave as of the entry date of DROP shall be paid the employee according to the salary established at the time of entry into the DROP Program in the following prorated installments:

1. Deferred Termination Date: Payment Schedule

(a) 0-12 months - 1 lump payment in the month following the last month worked

(b) 13 through 24 months: Fifty percent (50%) at the end of the first twelve (12) months and final payment in the month following the last day worked.

(c) 25 through 36 months: Thirty-three and 1/3 percent (33 1/3) each twelve month period and final payment in the month following the last day worked.

(d) 37 through 48 months: Twenty-five percent (25%) at the end of each 12 month period and final payment in the month following the last day worked.

(e) 49 through 60 months: Twenty percent (20%) at the end of each 12 month period and final payment in the month following the last day worked.

2. Sick leave will be earned during DROP as prescribed by Florida Statutes.

3. It is in the intent of this policy that an individual entering DROP will be allowed to use sick leave which was accrued prior to this retirement and entrance into DROP. The procedures for utilization of such leave shall be as follows:

   a. Sick leave earned prior to DROP shall be calculated in accordance with School Board policy.

   b. The value of each sick day will be computed according to the salary established at the time of entry into DROP. Should a DROP participant use a sick day(s) accrued prior to entrance into DROP, the monetary value of their remaining sick days shall be reduced by the value of the sick day(s) used.

   c. Final adjustments in the total amount of compensation for accrued sick leave will be made prior to the final payment at the end of DROP.

B. Annual Leave –

Employees electing to participate in DROP shall be entitled to terminal pay for accrued annual leave as required by state law, Suwannee County School Board policy, and/or union contract. Upon election to participate in DROP and the employee's election to receive a lump sum payment of accrued annual leave, payment shall be made

~~in the last paycheck~~ prior to the effective beginning date of DROP into the tax deferral plan adopted by the school board, and shall then be paid to the employee in accordance with the terms of such plan.~~,~~

1. Employees will be paid for all accumulated annual leave upon entry into the DROP program.
2. Employees will earn annual leave during the DROP period as prescribed by Florida Statute, Suwannee County School Board policy and/or union contract.
3. Annual leave accumulated during DROP participation will not be paid to the employee at separation except to the extent the employee has earned additional annual leave which combined with the original payment does not exceed the maximum lump-sum payment for 78 days.
4. Annual leave earned prior to entering DROP which exceeds the maximum lump sum payment allowed by Board policy may be used during DROP; however, the employee shall not be entitled to compensation at the end of DROP for any unused portion of accumulated leave.
5. Employees will earn annual leave during the DROP period as prescribed by Florida Statute, Board policy and/or union contract. Annual leave accumulated during DROP participation, will not be paid to the employee at the end of DROP participation, except to the extent the employee has earned additional annual leave which combined with the original payment does not exceed the maximum lump sum payment allowed by Board policy.

C. Employees participating in DROP shall receive a $1000 bonus if the Superintendent is notified in writing if such retirement is to be effective no later than June 30th of that school year and six (6) months notice of retirement is given, unless the DROP period expires and the employee is no longer eligible for employment under FRS DROP guidelines.

STATUTORY AUTHORITY: 1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED: 121.091; 1001.43, F.S.

History:	Adopted: 2/16/99 Revision Date(s): 10/26/10 Formerly: New

REPORT OF MISCONDUCT 6.39*

The School District of Suwannee County shall adhere to all requirements related to employee misconduct that affects the health, safety or welfare of a student.

I. Mandatory Reporting of Misconduct

A. It is the duty of all employees to report to the Superintendent alleged misconduct by any School Board employee that affects the health, safety or welfare of a student. Failure of an employee to report such misconduct shall result in disciplinary action.

B. Educational support employees, ~~I~~instructional personnel and school administrators shall report alleged misconduct of other educational support, instructional personnel or school administrators who engage in or solicit sexual, romantic, or lewd conduct with a student.

C. If the prohibited conduct occurs while the employed by the district, the School Board and Superintendent must report the employees or personnel and the disqualifying circumstances to te department of education for inclusion on the disqualification list maintained by the department pursuant to section 1001.10(4)(b), F.S.

II. Investigation

The Superintendent shall immediately investigate any allegation of misconduct by an employee that affects the health, safety or welfare of a student~~.~~ regardless of whether the person resigned or was terminated before the conclusion of the investigation. The Superintendent shall notify the department of the result of the investigation and whether the misconduct warranted termination, regardless of whether the person resigned or was terminated before the conclusion of the investigation .

A. An employee who is alleged to have committed such misconduct shall be reassigned to a position not requiring direct contact with students pending the outcome of the investigation.

B. Information related to the alleged misconduct shall be considered confidential during the investigation until the investigation is concluded with a finding to proceed or not to proceed with

disciplinary action or charges and the subject of the complaint has been notified of the finding.

C. The Superintendent shall report alleged misconduct to the Department of Education as required by Florida Statutes. The Superintendent shall report alleged misconduct of educational support employees, instructional personnel or school administrator who engage in conduct that would be considered disqualifying pursuant to Section 1012.315, Florida Statutes or any allegation of sexual misconduct with a student. Failure to report such conduct to the department or law enforcement forfeits the Superintendent's salary for up to one year.

D. The School District shall notify the parents of a student affected by an educator's violation of the district's Standards of Ethical Conduct. This notice must be provided to the parent within thirty (30) days of knowledge of the incident and inform the parent of:

1. The nature of the misconduct,
2. If the District reported the misconduct to the department in accordance with Section 1012.796, Florida Statutes,
3. The sanctions imposed against the employee, if any, and
4. The support the school district will make available to the student in response to the employee's misconduct.

III. Legally Sufficient Complaint

The Superintendent shall file any legally sufficient complaint with the Department of Education within thirty (30) days after the date the District 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.

IV. Resignation or Retirement in Lieu of Termination

If the Superintendent determines that misconduct by an educational support employee, instructional staff member or an administrator who holds a certificate issued by the Florida Department of Education affects the health,

safety, or welfare of a student and the misconduct warrants termination, the staff member may resign or be terminated and ~~If an instructional or administrative employee resigns or retires in lieu of termination for misconduct that affects the health, safety or welfare of a student,~~ the Superintendent shall report the misconduct to the Department of Education as required.

V. Employment Reference

The Board, Superintendent, or any other ~~A~~ representative of the School District shall not enter into a confidentiality agreement regarding terminated or dismissed educational support employees, instructional personnel or school administrators, or educational support, instructional 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 an employment reference or discuss the performance of an employee with a prospective employer in an educational setting without disclosing the person's misconduct that affected the health, safety or welfare of a student. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by educational support, instructional personnel or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced. ~~A District official shall not enter into any confidentiality agreement regarding terminated or dismissed personnel or personnel who resigned or retired in lieu of termination.~~

VI. Notification

The policies and procedures for reporting alleged misconduct by employees that affects the health, safety or welfare of a student shall be posted in a prominent place at each school and on each school's website. The notice shall include the name of the person to whom the report is made and the consequences for misconduct.

VII. Protection from Liability

A. Any individual who reports in good faith any act of child abuse, abandonment or neglect to the Department of Children and Family Services or any law enforcement agency shall be immune from any civil or criminal liability that might result from such action.

B. An employer who discloses information about a current or former employee to a prospective employer, at the employee's request or at the prospective employer's request, shall be immune from civil liability for such disclosure as provided by Florida Statute.

VIII. False or Incorrect Report

The Superintendent, a Board member or any District official shall not sign and/or transmit any report regarding employee misconduct to a state official that he/she knows to be false or incorrect. An individual who knowingly makes a false or incorrect report shall be subject to disciplinary action as prescribed by Florida Statute.

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: **39.203, 112.313, 119.071, 768.095, 1001.42, 1006.061, 1012.01, 1012.22, 1012.27, 1012.795, 1012.796, F.S.**

STATE BOARD OF EDUCATION RULE(S): **6A-10.081**

HISTORY:	**ADOPTED: 11/18/08** **REVISION DATE(S): 1/28/2014, 6/28/2016, 9/25/2018** **FORMERLY: NEW**

RELATIONSHIPS WITH STUDENTS 6.391

I. Definitions

A. *Employee* means all administrative, instructional, educational support professionals and all other employees of the School Board of Suwannee County, Florida, regardless of their cost center assignment.

B. *Student* means any person, enrolled as a student, regardless of age, in a public school operated and maintained by the School Board of Suwannee County.

C. *Prohibited personal relationship* means relationships between an employee and a student including, but not necessarily limited to dating, any touching of an intimate or sexual nature, sexual contact or sexual relations, any touching otherwise prohibited by law or objected to by the student, giving a gift of personal clothing or a gift having a sexual overtone, making comments of a sexual nature or reflecting sexual innuendo to or about a student, or any other like activity.

II. Prohibited Conduct

A. All employees are prohibited from engaging in prohibited personal relationships with students.

B. All employees are prohibited from taking a student off the premises of any school or away from a school or School Board sponsored activity

without specific written permission from a student's parent, as defined by Florida Statutes, and the approval of the principal or assistant principal of the child's school or the principal or assistant principal in charge of the School Board sponsored activity.

An employee may transport a student in a situation necessary to protect a student's health, safety, or welfare. In such situations, the employee must report the emergency to the student's principal or designee without delay. If the employee is unable to have personal contact with the principal, the employee must leave a detailed message on the principal's voice-mail or communicate by e-mail.

C. The School Board recognizes that there will be situations in which it is necessary for an authorized employee to transport a student off the premises of a school or from a school or School Board sponsored activity without parental permission, such as to a medical facility, to the student's home, or to a designated law enforcement agency in order to safeguard a student's health, safety, or welfare. Off-campus transport for the protection of a student's health, safety, or welfare by an authorized employee is not prohibited by this policy.

III. Duty to Report Known or Suspected Violations

A. Any employee who has knowledge or reasonably suspects that another employee may have engaged in prohibited conduct as defined by this policy shall (must) immediately report this information to either (1) the employee's supervisor; (2) the student's principal; (3) the Director of Human Resources; or (4) the District Equity Officer. A complaint may be forwarded to the Title IX Coordinator if sexual harassment or sexual discrimination is suspected. If the Title IX Coordinator determines the allegation constitutes a potential Title IX violation, Policy 2.161 Title

IX Policy Prohibiting Sexual Harassment and Sexual Discrimination will apply.

B. An employee having knowledge or reasonable suspicion that another employee may have engaged in prohibited conduct that may constitute child abuse must also immediately report the information to the Department of Children and Families Child Abuse Hotline. If an employee is in doubt as to whether the prohibited conduct constitutes child abuse, the employee must report his or her knowledge of suspicions to law enforcement.

Note: Duty to report known or reasonably suspected institutional child abuse is in addition to the duty to report misconduct as required by paragraph III.A.

IV. Consequences

A. A violation of this policy, including the duty to report, shall subject the employee to discipline as provided by School Board policy, law, or any applicable collective bargaining agreement up to and including termination. A violation may also subject the employee to criminal prosecution.

B. A violation may, as applicable, constitute a violation of the *Code of Ethics of the Education Profession in Florida*, 6B-1.001, F.A.C., and/or the *Principles of Professional Conduct for the Education Profession in Florida*, 6B-1.006, F.A.C., and will be reported to the Department of Education, Professional Practices Services.

STATUTORY AUTHORITY: **1001.41, 1001.43, F.S.**

LAW(S) IMPLEMENTED: 1000.21, 1001.42, 1012.21, F.S.

STATE BOARD OF EDUCATION RULE(S): 6B-1.001, 6B-1.006

HISTORY:	**ADOPTED:**
	REVISION DATE(S):
	FORMERLY: NEW

PERSONNEL FILES 6.80

POLICY:

The term "personnel file," as used in this Rule, shall mean all records, information, data, or materials maintained by the District in any form or retrieval system whatsoever, with respect to any employee, which is uniquely applicable to that employee.

A. A personnel record shall be maintained by the Superintendent on each employee. The record shall include:

1. Application for employment
2. References
3. Annual evaluations
4. Letters of commendation, reprimand, etc.
5. Data substantiating placement on the salary schedule (education, official transcripts, experience, etc.)
6. Teaching certificate, if applicable
7. Any other pertinent data.

B. Except for materials pertaining to work performance or other matters that may be cause for discipline, suspension or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. No anonymous letter or anonymous materials shall be placed in the personnel file.

C. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.

1. No such materials may be placed in a personnel file unless they have been reduced to writing within forty-five (45) days, exclusive of the summer vacation period, of the administration becoming aware of the facts reflected in the materials.

2. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify as needed. A copy of such materials to be added to an employee's personnel file shall be provided to the employee either by certified mail or by personal delivery.

3. The employee's signature on a copy of materials to be filed in the employee's personnel file signifies receipt and does not necessarily indicate agreement with its content. The employee will be afforded every right as outlined in Florida Statutes.

4. In cases of separation due to termination or resignation in lieu of termination, the person competent to know the facts or make the judgment on the separation shall execute and maintain an affidavit of separation, on the form adopted by the Department of Education, setting forth in detail the facts and reasons for such separation. The affidavit must expressly disclose when separation is due to a report of sexual misconduct with a student. The affidavit of separation must be executed under oath and constitutes an official statement within the purview of section 837.06. The affidavit of separation must include conspicuous language that intentional false execution of the affidavit constitutes a misdemeanor of the second degree.

D. Personnel files, regardless of their location in the school system, are open to inspection pursuant to chapter 119, Florida Statutes, except as follows:

1. Any complaint and any material relating to the investigation of a complaint against an employee shall be confidential until the conclusion of the preliminary investigation, or until such time as the preliminary investigation ceases to be active as defined in Florida Statutes.

2. Employee evaluations prepared pursuant to Florida Statutes, or rules adopted by the State Board of Education, or a local School Board under the authority of said sections, shall be confidential until the end of the school year immediately following the school year during which each evaluation is made. No evaluations prepared prior to July 1, 1983, shall be made public.

3. No material derogatory to the employee shall be open to inspection until ten (10) days after the employee has been notified pursuant to this Rule.

4. The payroll deduction records of the employee shall be confidential.

5. Employee medical records, including medical claims, psychiatric and psychological records, shall be confidential; provided however, at any hearing relative to an employee's competency or performance, the hearing officer or panel shall have access to such records.

6. Any information in a report of injury or illness filed pursuant to Florida Statute that would identify an ill or injured employee

7. Agency personnel information that is excluded under the provisions of 119.071, F.S.

E. Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be open to inspection at all times by School Board members, the Superintendent and the principal or their respective designees, in the exercise of their respective duties.

F. Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.

STATUTORY AUTHORITY: 1001.43; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED: 112.08(7); 119.07, 119.071, 1001.43; 1008.24, 1012.31, F.S.
34 CFR 99 (FERPA), 49 CFR 164 (HIPAA)

History:	Adopted: Revision Date(s): 12/15/98, 10/26/10, 7/23/13, 1/27/2015 Formerly: GBL

ELECTRONIC RECORDS, ELECTRONIC SIGNATURES AND ELECTRONIC FUNDS 7.22+

I. Electronic Records, Electronic Signatures and Electronic Funds

A. Unless a provision of law enacted after July 1, 2000, specifically prohibits the use of an electronic record for the specified purpose, the School Board hereby authorizes the acceptance and distribution of electronic records and electronic signatures to and from District staff and other persons, as well as between District staff members. Additionally, the Board further authorizes District staff to create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures.

B. The Superintendent shall consult with the State of Florida's Agency for State Technology (Agency) regarding the District's authorized acceptance and distribution of electronic records and electronic signatures.

C. The issuance or acceptance of an electronic signature by the Board may be permitted in accordance with the provisions of this policy and all applicable State and Federal laws. If permitted, the electronic signatures shall have the full force and effect of a manual signature provided the electronic signature satisfies all of the following requirements:

1. The electronic signature is unique to the individual and identifies the individual signing the document by his/her name and title.

2. The identity of the individual signing with an electronic signature is capable of being verified and authenticated.

3. The integrity of the electronic signature can be assured.

4. The electronic signature and the document to which it is affixed cannot be altered once the electronic signature has been affixed.

5. The electronic signature complies with the School Board procedures for ensuring the security, integrity, and auditability of each signature.

©NEFEC

6. The electronic signature conforms to all other provisions of this policy.

II. Electronic Fund Transfers

A. The Board authorizes electronic fund transfers (EFTs) for any purpose including direct deposit, wire transfer, automatic clearinghouse (ACH), withdrawal, investment, or payment, provided such EFTs are consistent with the provision of Chapter 668, Florida Statutes. Upon the recommendation of the Superintendent, the Board shall approve:

1. The financial institutions that are authorized to receive monetary transactions through electronic or other medium.

2. Written agreements with financial institutions with whom EFTs will be made.

B. Such agreements shall set forth internal controls required by State law and State Board Rule that will provide adequate integrity, security, confidentiality, and auditability of business transactions conducted by electronic commerce, including, but not limited to, the following:

1. The official title of the bank account(s) subject to the agreement and each type of transaction approved, such as deposits, disbursements or transfers, shall be specified;

2. the manual signatures of the Board Chairman, Superintendent, and the employees authorized to initiate EFTs shall be contained therein;

3. a requirement that the District maintain documentation signed by the initiator and authorizer of the EFTs to confirm the authenticity of the EFTs;

©NEFEC

4. a requirement that, when funds are properly delivered to the receiving institution, that institution agrees to become responsible for prompt and diligent processing of the funds;

5. a requirement that written or printed documentation from the financial institution acknowledging such transactions, including but not limited to deposit slips, debit and credit memos, trust receipts, transfer acknowledgements, or canceled warrants, shall be provided so that it may be kept in the official files of the School District, which shall be maintained in a manner which facilitates easy review and validation of transactions.

III. Internal Controls and Delegation of Authority

A. The oversight of the EFTs resides with the Chief Financial Officer and the Director of Finance. A system of internal controls and operational procedures has been established to manage the funds transfer process and the reconciliation of bank accounts. Staff will utilize effective internal controls including the separation of duties when performing funds transfers and cash management functions. Independent auditors, as part of the District's financial audits, will review the system of internal controls and compliance with the operational procedures and with this policy.

IV. Scope

A. Board funds shall be electronically transferred for the following purposes:

1. receipt of revenue from local, State, and Federal sources;

2. settlement on investment transactions (e.g. purchases, sales, or principal and interest distributions);

3. transfers between Board accounts as needed for legitimate funds management activities;

4. payment of obligations, based upon legal or contractual requirements incurred in the course of Board business, including e-payables; and

5. payroll and other payroll related direct deposit payments.

V. Outgoing Electronic Funds Transfers

A. Wire transfers are established by the accounting personnel, with the District's financial institution, using secure banking software which is password protected. These wire transfers, with the District's financial institutions, require the transfers to be initiated by one staff member and released by another staff member.

B. Wire transfers from investment accounts can only be transferred to the District Control Bank Account. All transfers will be reviewed by the Director of Finance or designee when made. Wire transfers will be traced from the bank statement to the respective authorizations on a monthly basis as part of the bank reconciliation process.

C. ACH transactions are allowed for the following transaction types:

1. ACH debit transactions require funds to be paid from a Board bank account by the counterparty's financial institution and are prohibited unless the counterparty to the transaction is another governmental entity or the transaction is required by a Board approved contract, including credit card processing fees.

2. ACH credit transactions require funds to be deposited directly to the Board bank account. ACH credit transactions are acceptable when required based on contractual obligations or when this method of depositing/receipting is advantageous to the Board as determined by the Executive Director of Finance and Budgeting or equivalent position.

3. Direct deposit payments of employees' wages or other direct payments will be initiated by payroll/accounting personnel in

compliance with established accounting procedures and in accordance with F.A.C. 6A-1.0012(2).

4. Individuals performing ACH and wire transfers cannot both initiate and approve one of these transactions.

5. Other methods of electronic funds transfers as established by the District's financial institution may be permitted, as long as transfers follow similar procedures as outlined above.

STATUTORY AUTHORITY: **668.01 et seq., 668.50, 1010.11, 282.0041, F.S.**

F.A.C. 6A-1.0012

HISTORY:

ADOPTED: _____
REVISION DATE(S): _____
FORMERLY:

©NEFEC

New: 08/02/21

POLICY:

I. The safety of pupils, employees and visitors shall be the responsibility of the authorized person in charge of each site owned or operated by the School Board. The supervisor of each site or facility shall cause to be established a safety committee which shall be responsible for the promotion of a safety education and accident prevention program for that site.

II. Schools shall cooperate with the police, sheriff's department, fire department and other agencies promoting safety education.

III. To assist in carrying out the responsibilities for safety, each principal shall appoint a member of the staff as school safety coordinator.

IV. No person shall bring any firearm, weapon or destructive device into any school board owned facility unless such weapon is required as part of his/her regular job responsibilities and is permitted by law.

V. School Environmental Safety Incident Reporting. The ~~Superintendent~~ Principal shall develop and implement procedures for timely and accurate reporting of incidents related to school safety and discipline and shall provide training to appropriate personnel in accordance with law and State Board of education rules. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data to report the 26 incidents of crime, violence and disruptive behaviors that occur on school grounds, on school transportation, and at off-campus, school sponsored events to the Department Of Education.

A. The Superintendent will annually report to the Department of Education the number of involuntary examinations, as defined in section 394.455, F.S., that were initiated at a school, on school transportation, or at a school-sponsored activity.

~~A.~~B. The Superintendent must certify to the Department of Education that the requirements for timely and accurate reporting of SESIR incidents has been met.

~~B.~~C. School principals must ensure that all persons at the school level responsible for documenting SESIR information participate in the on-line training offered by the Department and ensure that SESIR data is accurately and timely reported.

VI. Nonmedical School District personnel shall not perform invasive medical services that require special medical knowledge, nursing judgment and nursing assessment including, but not limited to, sterile catheterization, nasogastric tube feedings, cleaning and maintaining a tracheotomy and deep suctioning of a tracheotomy. Nonmedical assistive personnel can perform health related services upon successful completion of child-specific training by a registered nurse, a licensed practical nurse, a physician or a physician assistant. These procedures, which include but are not limited to clean intermittent catheterization, gastrostomy tube feedings, monitoring blood glucose and administering emergency injectable medications, must be monitored by a nurse. A registered nurse, licensed practical nurse, physician or physician assistant shall determine if nonmedical School District personnel shall be allowed to perform any other invasive medical services not listed above.

VII. A child under the age of sixteen (16) shall wear appropriate headgear as required by law for any equine activity on a public school site. Students shall wear appropriate headgear when participating in an off campus, school sponsored equine activity as required by law.

VIII. The Superintendent shall develop and present to the Board for approval appropriate emergency management and emergency preparedness plans.

IX. The District shall annually conduct a self-assessment of safety and security practices. Based upon this self-assessment and other concerns, if applicable, the Superintendent shall present appropriate recommendations to the School Board for increasing safety and security and the School Board shall take such actions as it deems necessary and appropriate to address safety and security in the District or at individual sites.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAWS IMPLEMENTED: 316.614; 773.06, 1001.43, 1006.062(3); 1006.07, F.S.

History:	Adopted: Revision Date(s): 11/21/2000, 2/23/2010, 8/25/2020 Formerly: EB; Option 1

EMERGENCY EVACUATION DRILLS 8.04*

POLICY:

Each public school in Florida is required to perform emergency evacuation drills in each school as required by NFPA Life Safety Code 101 31-3.1.2.

A. The principal shall hold at least one (1) drill within the first five (~~5~~30) days of school and a minimum of one (1) drill monthly during the remainder of the school year.

1. Accommodations for drills conducted at exceptional student education locations may be provided.

B. At the end of each school semester, the principal shall notify the Superintendent or designee, in writing, of the dates drills were performed.

C. The principal and instructional and non-instructional school staff shall formulate a base emergency evacuation exit and cover plan which is designed to familiarize the occupants with all means of exit and appropriate cover areas for emergencies. Special emergency exits that are not generally used during the normal occupancy of the building shall be carefully detailed and outlined. Diagrams shall be posted in each student occupied area clearly indicating emergency exits and alternate evacuation routes.

D. The principal shall plan and assign to staff members the responsibility of prompt and orderly evacuation of the school buildings.

E. The principal shall identify and report to the ~~School Board~~ Superintendent or designee hazardous areas requiring corrective measures. Such written reports shall be sent to the Superintendent's office.

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.
LAWS IMPLEMENTED: 1001.43; 1006.07, F.S.

History:	Adopted:
	Revision Date(s): 11/21/2000
	Formerly: EBC