

**THE SCHOOL BOARD OF
ALACHUA COUNTY**

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1 **Report of Resignation or Termination**

2 | If the Superintendent determines that misconduct by an instructional staff member
3 | or an administrator who holds ~~an educator a~~ certificate issued by the Florida
4 | Department of Education affects the health, safety, or welfare of a student and the
5 | misconduct warrants termination, the staff member may resign or be terminated and
6 | the Superintendent must report the misconduct to the Department of Education in
7 | the format prescribed by the Department. The Department shall maintain each
8 | report of misconduct as a public record in the instructional personnel's certification
9 | files (F.S. 1012.796(1)(d)).

10 **Transmittal of False or Incorrect Report**

11 The Superintendent shall not knowingly sign and transmit to any State official a
12 report that the Superintendent knows to be false or incorrect.

13 Pursuant to F.S. 1001.42(7), a Board member may not knowingly sign and transmit
14 to any State official a report of alleged misconduct by instructional personnel or
15 school administrators which affects the health, safety, or welfare of a student which
16 the Board member knows to be false or incorrect.

17 **Requirement of Disclosure of Employee Misconduct**

18 | The Board, Superintendent, or any ~~of its employees~~ other District employee, may not
19 | enter into a confidentiality agreement regarding terminated or dismissed
20 | instructional personnel or school administrators, or personnel or administrators who
21 | resign in lieu of termination, based in whole or in part on misconduct that affects the
22 | health, safety, or welfare of a student, and may not provide instructional or
23 | administrative personnel with employment references or discuss the ~~personnel's~~
24 | employee's performance with prospective employers in another educational setting,
25 | without disclosing the ~~personnel's or administrator's~~ employee's misconduct. Any
26 | part of an agreement or contract that has the purpose or effect of concealing
27 | misconduct by instructional personnel which affects the health, safety, or welfare of
28 | a student is void, is contrary to public policy, and may not be enforced (F.S.
29 | 1001.42(6)).

30 **Liability Protection**

31 Any person, official, or institution participating in good faith in any act authorized or
32 required by law, or reporting in good faith any instance of child abuse, abandonment
33 or neglect to the Florida Department of Children and Family Services or to any law
34 enforcement agency shall be immune from any civil or criminal liability which might
35 otherwise result by reason of such action. See Policy **8462** - *Student Abuse and*
36 *Neglect.* (F.S. 39.203)

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1 An employer who discloses information about a former or current employee to a
2 prospective employer of the former or current employee upon request of the
3 prospective employer or of the current or former employee is immune from civil
4 liability for such disclosure or its consequences unless it is shown by clear and
5 convincing evidence that the information disclosed by the former or current employer
6 was knowingly false or violated any civil right of the former or current employee
7 protected under F.S. Chapter 760. (F.S. 768.095)

8 **Posting Requirements**

9 Pursuant to F.S. 1006.061(2), ~~there~~this policy shall be posted in a prominent place
10 at each school site and on each school's internet website, so that the ~~policies~~policy
11 and procedures for reporting alleged misconduct by instructional personnel or school
12 administrators which affects the health, safety, or welfare of a student; the contact
13 person to whom the report is made; and the penalties imposed on instructional
14 personnel or school administrators who fail to report suspected or actual child abuse
15 or alleged misconduct by other instructional personnel or school administrators is
16 effectively communicated to all.

17 F.S. 39.203, 768.095, 1001.42(6), 1001.42(7)(b), 1001.51(12)(b), 1006.061(2),
18 1012.796(5), 1012.796, 1012.796(d), 1012.796(e)
19 ss. 9, 33, ch. 2008-108, L.O.F.

20
21 Adopted 10/7/08

22 Revised

PUBLIC RECORDS

The Board recognizes its responsibility to maintain the public records of this District and to make such records available to the public for inspection and reproduction. Any individual may inspect and request copies of public records of this District during the regular business hours of the office in which such records are maintained.

"Public Records" are defined in State statutes; however, "public records" do not include student records, medical records, trial preparation records, confidential law enforcement investigatory records, records of release of which is prohibited by State or Federal law, and any other exceptions set forth in Florida Law. Confidential law enforcement investigatory records, medication records, and trial preparation records are as defined in Florida law.

Pursuant to State law, a Board employee who has custody of a public record:

A. must acknowledge requests to inspect or copy records promptly and respond to such requests in good faith. A good faith response includes making reasonable efforts to determine from other officers or employees of the Board whether such a record exists, and, if so, the location at which the record can be accessed.

B. must, upon determination that the requested records exist, review the records to determine whether they contain any information that would be statutorily exempt from public inspection or copying as provided by law. See Policy 8350, Confidentiality.

C. may designate another Board officer or employee to permit the inspection and copying of public record, but must disclose the identify of the designee to the person requesting to inspect or copy the public records.

D. shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision.

~~Any person may inspect and request copies of public records of this District during the regular business hours of the office in which such records are maintained. Charges for copies of public records not exceeding 8 1/2" x 14" in size shall be fifteen cents (\$0.15) for each one-sided copy or twenty cents (\$0.20) for each two-sided copy, unless a different fee is otherwise prescribed by Florida statutes. In addition, a one dollar (\$1.00) fee shall be assessed for a certified copy of a public record. Copies shall be made by the appropriate staff members and reproduced within a reasonable time.~~

~~The Superintendent is authorized to grant or refuse access to the records of this District in accordance with the intent of this policy and applicable law.~~

No public record may be removed from the office in which it is maintained, except by a Board officer or employee in the course of the performance of his/her duties.

The Superintendent is authorized to grant or refuse access to the records of this District in accordance with the intent of this policy and applicable law. The Superintendent may develop administrative procedures regarding the inspection of public records and establish uniform charges for copies of documents not listed above.

Nothing in this policy shall be construed as preventing a Board member, in the performance of his/her official duties, from inspecting, reviewing, and receiving copies of any record of this District, except student records and certain portions of personnel records.

Charges

A. Charges for copies of public records not exceeding 8 1/2" x 14" in size shall be fifteen cents (\$0.15) for each one-sided copy or twenty cents (\$0.20) for each two-sided copy, unless a different fee is otherwise prescribed by Florida statutes. In addition, a one dollar (\$1.00) fee shall be assessed for a certified copy of a public record. Copies shall be made by the appropriate staff members and reproduced within a reasonable time. The actual cost of duplication will be collected for copies of the District's public records in a form other than a duplicated copy.

B. If the nature or volume of the public records requested to be inspected or copied will require extensive use of information technology resources or extensive clerical or supervisory assistance by Board personnel, or both, a special service charge will be collected as permitted by State law. For purpose of this policy, "extensive" means that it will take more than 15 minutes to locate, review for confidential information, process, compile, copy and refile the requested material.

C. If the request for copies of a public record to be inspected or copied in any form could result in the collection of a special service charge, an estimate of the special service charge and, if applicable, the copy charges, shall be provided to the requestor and will be due and payable in advance of the inspection or copying.

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1 **Retention**

2 All District records will be maintained in accordance with general records schedules
3 GS1-L, GS1-S, and GS7, as established by the Department of State.

4 F.S. 119.011(1), ~~257~~, 119.07, 257

5 20 U.S.C. 1232g

6 FL Atty. Gen. Opinion 2000-11 (February 21, 2000)

7 Florida Institutional Legal Services, Inc., v. Florida Department of Corrections, 579

8 So.2d 267 (1st DCA 1991)

9 Board of County Commissioners of Highlands County v. Colby, 976 So.2d 31(2d DCA
10 2008)

11
12 Adopted 7/17/07

13 Revised _____

CONFIDENTIALITY

1
2 It is the policy of the Board that when the District receives confidential information
3 the Board will maintain the confidentiality of said information to the maximum
4 extent permitted by the law.

5 State and Federal law requires that student education records, including health
6 records, be ~~maintained as~~ confidential (see Policy **8330**, *Student Records*). State law
7 ~~further also~~ exempts certain information and records from public disclosure (see
8 Policy **8310**, *Public Records*). As such, the Board is obligated to take appropriate
9 steps to maintain certain information and records as confidential.

10 Pursuant to State law, any District employee who has custody of information and
11 records for which there is a statutory exemption to the right of any person to inspect
12 and copy a public record has the duty and obligation to assert the exemption and
13 redact the confidential information from the record before producing the remainder of
14 such record for inspection and copying.

15 Individuals who have access to student education records may not remove them from
16 Board property without express permission from their building principal or
17 supervisor. An individual authorized to remove student education records from
18 school property is responsible for the safety and security of the records and for
19 returning them to the District intact. Confidential information and records may not
20 be disclosed except as authorized by Board policy and procedures.

21 Individuals who have access to confidential information and records while employed
22 by the Board are reminded that their legal obligation to maintain such confidences
23 extends beyond their term of employment in the District and they are prohibited from
24 releasing, disclosing, or otherwise disseminating confidential information or records
25 subsequent to leaving the Board's employ. ~~The Board directs the Superintendent to~~
26 ~~prepare procedures concerning Board employees' duties to maintain certain~~
27 ~~information and records as confidential.~~

28 If an employee is approached and asked to provide confidential information from a
29 file or record maintained by the District, the employee shall refuse to release the
30 requested information, and shall notify his/her immediate supervisor as soon as
31 practicable.

1 Student Records

2 A student's educational record and all personally identifiable information shall not be
3 properly released except on the condition that the information being transferred will
4 not be subsequently released to any other party without first obtaining the consent of
5 the parent or adult/eligible student. The disclosed information may be used by the
6 appropriate officials of the agency or institution to which the information was
7 properly released, but only for the purpose for which the disclosure was made.

8 Released copies of educational records and personally identifiable information must
9 be destroyed when no longer required by the person to whom the information was
10 appropriately released. In order to comply with the above, all copies of the
11 information being released should be marked as follows: "Information contained
12 herein may not be released without written permission of the parent or eligible
13 student. This information shall be destroyed when no longer needed."

14 Confidential Information Received from Another Agency

15 ~~It is further the policy of the Board that w~~When the District receives in trust from a
16 public agency information identified as confidential (whether such information is
17 confidential by Florida law, Common Law Privilege, Case Law, or Federal law), the
18 Board will maintain the confidentiality of said information to the maximum extent
19 permitted by the law.

20 ~~The following portion of this policy applies only to identified confidential information~~
21 ~~received from a public agency.~~

22 In order to prohibit the unauthorized disclosure of information identified as
23 confidential by the sending public agency and/or social security numbers, the Board
24 may seek to obtain court protection by:

25 A. denying requests for release of such information absent subpoena or
26 court order;

27 B. pursuing motions to quash or protective orders to prohibit
28 unauthorized /unlawful disclosure of such information.

29 When possible, the Board will attempt to notify the sending public agency of the
30 request for release of ~~such confidential~~ information ~~prior to~~ that it provided to the
31 District before complying with the request.

1 **Social Security Numbers and Other Exempt Information**

2 The District recognizes the need to safeguard privacy and restrict access to
3 personally identifiable information contained in employee and student personnel
4 records collected in the course of the District's business. Pursuant to State law, all
5 social security numbers held by the District are confidential and exempt from F.S.
6 119.071 and Section 24(a), Article I of the State Constitution. This exemption
7 applies to all social security numbers held by the District before, on, or after the
8 effective date of this exemption. In addition, there are statutory exemptions for other
9 personally identifiable information.

10 It is the policy of the Board that neither the Board nor its employees shall permit the
11 release of the social security numbers or other statutorily exempt information of an
12 employee, student, or other individual except in accordance with State and Federal
13 law. Access to documents containing social security numbers shall be restricted to
14 only those District employees who have a need to know such information.

15 The District shall only collect social security numbers in order to fulfill its
16 responsibilities as prescribed by law. Upon the collection of an individual's social
17 security number and upon the individual's request, shall provide that person with a
18 statement of the purpose or purposes for which the social security number is being
19 collected and used. Social security numbers shall not be used by the District for any
20 purpose other than the purpose stated.

21 Pursuant to State law, if a document containing social security numbers and/or
22 other statutorily exempt information is to be released in compliance with a public
23 records request, the social security numbers and/or the other statutorily exempt
24 information shall be redacted before the information is provided to the requestor.

25 Social security numbers may be disclosed to another governmental entity or its
26 agents or employees if disclosure is necessary for that agency to perform its duties
27 and responsibilities. The District shall inform the receiving agency in writing of its
28 obligation to maintain the confidential and exempt status of such information.

29 **Consequences for Violation**

30 An employee who intentionally displays, discloses, transfers, or unlawfully uses the
31 social security number of any student, employee, or other individual or any other
32 statutorily exempt, confidential information in violation of this policy shall be subject
33 to discipline, up to and including termination.

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- 1 | [The Superintendent shall take the steps necessary to ensure that staff who have](#)
2 | [access to files and records that contain confidential information are made aware of](#)
3 | [their responsibility to see that such information is released only in accordance with](#)
4 | [Federal and State law and this policy, as well as the consequences if they fail in that](#)
5 | [regard. The Superintendent will include procedures concerning Board employees'](#)
6 | [duties to maintain certain information and records as confidential in the](#)
7 | [administrative procedures for this policy.](#)
- 8 | [F.S. 119.071\(1\)\(d\), 119.071\(5\)\(a\)](#)
9 | [20 U.S.C. 1232g](#)
- 10 |
11 | [Adopted 7/17/07](#)
12 | [Revised _____](#)

CONTRACTUAL PERSONNEL -- BACKGROUND SCREENING

Pursuant to the Jessica Lunsford Act, Chapters 2005-28, and 2007-207, L.O.F., contractual personnel who are permitted access on school grounds when students are present, have direct contact with students or have access to or control of school funds must comply with criminal background screening requirements as set forth in this policy.

The Board's award of contractual services is conditioned on the vendor warranting that all its employees and sub-contractors who are permitted access on school grounds when students are present, have direct contact with students or have access to or control of school funds will be fingerprinted and screened, unless otherwise exempt. A contractor's failure to comply with this policy shall be a material breach of its contract with the Board, and may subject the contractor to liquidated damages.

Contractual personnel shall file a complete set of fingerprints taken by a designated employee of the District who is trained to take fingerprints. The fingerprints shall be processed by the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI). The contractual personnel shall be required to pay for the cost of processing fingerprints.

Definitions

A. "Contractual personnel" or "non-instructional contractor" means any vendor, individual or entity under contract with a school or with the Board, who receives remuneration for services performed, but who is not otherwise considered to be an employee of the Board. The term also includes any employees of a contractor who perform services for the school or the Board under the contract and any sub-contractor and its employees.

B. "Convicted" means a determination of guilt by a jury or by a court, whether or not adjudication is withheld, and shall also include the forfeiture of any bail, bond or other security deposited to secure appearance by a person charged with having committed a felony or misdemeanor; the payment of a fine; a plea of nolo contendere; the imposition of a deferred or suspended sentence by the court; a finding of guilt; a plea of no contest; and entry into a pre-trial intervention, pre-trial diversion, or similar program.

1 C. “Crime involving moral turpitude” is a crime that is evidenced by an act
2 of baseness, vileness or depravity in the private and social duties which
3 one person owes to another, or to society in general, and the doing of the
4 act itself and not its prohibition by statute fixes the moral turpitude.
5 Such crimes include, but are not limited to, the following:

6 1. felony sexual-related crimes

7 2. felony child abuse crimes

8 3. murder

9 4. lewd and lascivious crimes

10 5. indecent exposure, if sexual in nature

11 6. felony distribution or sale of controlled substances

12 **Criteria for Review**

13 A. If the contractual personnel will be permitted access to school grounds
14 when students are present, and performance of the contract either is
15 anticipated to result in direct contact with students or will give the
16 contractor access to or control of school funds, the screening standard is
17 that the contractor may not have been convicted of a crime of moral
18 turpitude or of any offense listed in section 435.04, Florida Statutes
19 (2007).

20 B. If the performance of the contract is not anticipated to result in direct
21 contact with students, and any unanticipated contact would be
22 infrequent and incidental, the screening standard is that the contractor
23 may not have been convicted of any of the offenses listed in s.
24 1012.467(2)(g), Florida Statutes (2007), or any similar offense.

25 Contractual personnel who meet level 2 screening standards will receive a “Level 2
26 Background Clearance ID”.

27 Prospective non-instructional contractors who are found through fingerprint
28 processing to have been convicted of a disqualifying offense shall not be permitted
29 access on school grounds when students are present, have direct contact with
30 students or have access to or control of school funds. Non-instructional contractors
31 who are disqualified will receive a written decision from the Human Resources
32 Division, are entitled to receive the level 2 background screening information, and may
33 appeal the decision to a committee appointed by the Superintendent.

1 **Exemptions from Screening Requirements**

2 The following non-instructional contractors are exempt from criminal background
3 screening requirements:

4 A. Non-instructional contractors who are under the direct supervision of a
5 Board employee or contractor who has had a criminal history check and
6 who meets screening requirements. "Direct supervision" means that the
7 Board employee or contractor is physically present with a non-
8 instructional contractor when the contractor has access to a student and
9 the access remains in the Board employee's or the contractor's line of
10 sight.

11 B. Non-instructional contractors who are required by law to undergo a level
12 2 background screening pursuant to s. 435.04, Florida Statutes for
13 licensure, certification, employment or other purposes.

14 C. A law enforcement officer who is assigned or dispatched to school
15 grounds by his/her employer.

16 D. An employee or medical director of an ambulance provider, licensed
17 pursuant to chapter 402, Florida Statutes, who is providing services on
18 behalf of such ambulance provider.

19 E. Non-instructional contractors who remain at a site where students are
20 not permitted if the site is separated from the remainder of the school
21 grounds by a single chain-link fence of six (6) feet in height.

22 F. A non-instructional contractor who provides pick-up or delivery services
23 and those services involve brief visits on school grounds when students
24 are present.

25 A non-instructional contractor who is exempt from the screening requirements is
26 subject to a search of his or her name or other identifying information against the
27 registration information regarding sexual predators and sexual offenders maintained
28 by the Florida Department of Law Enforcement and the national sex offender public
29 registry. The Board will conduct this search without charge or fee to the contractor.

1 **Periodic Screening**

2 Non-instructional contractors who are not exempt from screening requirements shall
3 be subject to periodic criminal background screening as required by applicable law. If
4 it is discovered during the term of the contract that a non-instructional contractor has
5 been convicted of a disqualifying offense, the contractor shall be notified that he/she
6 may not perform services under the contract with the Board that involve access on
7 school grounds when students are present, direct contact with students or access to
8 or control of school funds.

9 **Records**

10 Background screening records may contain confidential information, and appropriate
11 security of the records will be maintained. Board personnel will only share the
12 background screening results and details of the record with the individual who has
13 been screened or his /her representative. The information contained in the reports
14 received is confidential.

15 **Procedures**

16 The Superintendent is directed to develop procedures to implement this policy.

17
18 § 21, Ch. 2005-28; §§ 7, 8, Ch. 2007-207, L.O.F.
19 F.S. 1012.465; 1012.467; 1012.468
20 Rule 6B-4.009(6), F.A.C.
21 AGO 2007-42

22
23 Adopted _____
24

1 3. to provide system-wide coordination and supervision directed
2 toward the most efficient and nutritionally sound operation at
3 the lowest possible cost to the student.

4 B. Principal

5 The principal and local school staff shall have the following
6 responsibilities:

7 1. to comply with Federal and State laws, regulations, and Board
8 policies

9 2. to effect, through classroom instruction and learning experiences
10 outside the classroom, ways to increase the students' knowledge
11 of nutrition

12 3. to schedule students to effect the greatest participation in the
13 school food and nutrition services program

14 4. ensure that the exclusion of a meal shall not be used as a
15 punishment

16 C. Food Service Manager

17 The food service manager shall work under the administrative direction
18 of the principal and shall be subject to technical supervision and
19 oversight by the Food Service Director in accordance with Board policy,
20 State law, and other applicable legal requirements.

21 D. Other Food Service Personnel

22 Additional personnel shall be employed in accordance with established
23 procedures and job descriptions.

24 E. Employment of Minors

25 The rate of pay for minors employed by the food and nutrition services
26 department shall be outlined in the District's salary schedule. Length of
27 workday and duties performed shall be in compliance with the Child
28 Labor laws. No students shall be required to work in order to receive a
29 free or reduced-priced meal.

1 **General Provisions**

2 A. Availability of Meals

3 1. Reimbursable breakfasts and lunches shall be provided in all
4 schools. After-school snacks and a la carte snack/beverage items
5 may be made available at prevailing prices. The food and
6 nutrition services department may enter into an agreement to
7 provide contracted meals as appropriate to other approved
8 organizations.

9 2. Students, employees of the Board, Board members, parents, and
10 other invited guests of school principals are the only persons
11 who may eat in the school cafeteria.

12 3. All food and beverages made available for sale at schools,
13 including temporary food service events shall be prepared and
14 served in compliance with Florida State Health Department
15 regulations.

16 B. USDA Donated Commodities

17 U.S. Department of Agriculture donated commodities shall be received
18 and used in accordance with current USDA and applicable State rules
19 and regulations.

20 C. Competitive Food Sales

21 No foods or beverages other than those associated with the District's
22 food service program are to be sold. Carbonated beverages may not be
23 sold to students where reimbursable (Federally funded) breakfast or
24 lunch is being served or eaten. All food and beverage sales to students
25 during the school day, including vending sales, food and beverages sold
26 as part of fund raisers, or other competitive food sales, must comply
27 with the District's approved Policy 8510, Wellness and its related
28 procedures.

1 D. Vending Machine Sales

2 Vending machines may be permitted in District schools for the sale of
3 food and beverages subject Board Policy 8510, Wellness and
4 Policy 8540, Vending Machines.

5 As a benefit to employees, principals and county-level department
6 heads are authorized to approve the sale of prepackaged vended and
7 beverages in areas accessible primarily to employees. Monies collected
8 from these sales shall be deposited in the internal funds of schools and
9 county-level departments.

10 E. Sanitation

11 Each school's semi-annual sanitation certificate and a copy of its most
12 recent sanitation inspection report shall be posted in a visible location
13 and on the school website.

14 **Meal Prices**

15 The food and nutrition services program shall be operated on a nonprofit basis. The
16 price of reimbursable meals shall be set annually by the Board upon
17 recommendation of the Superintendent. Food and nutrition services employees at the
18 school level are given a lunch as part of their salary, and other adults shall pay the
19 prevailing meal rate.

20 **Eligibility for Free or Reduced-Price Meals**

21 A. National School Lunch Program

22 It is the intent of the Board to participate in the National School Lunch
23 Program and to offer free or reduced-priced meals in accordance with
24 the United States Department of Agriculture procedures.

25 B. Eligibility Determination

26 Those students who are eligible for free or reduced-price meals shall be
27 approved and properly accounted for by the Director of Food and
28 Nutritional Services in accordance with criteria established by the
29 United States Department of Agriculture or other authority.

1 C. Safeguarding Eligibility Status

2 The identification of students receiving free or reduced-price meals shall
3 be safeguarded and shall not be regarded as public information (Federal
4 Regulations 245.8).

5 **Use of Facilities**

6 A. Cafeteria facilities may be used by school related groups or authorized
7 by the principal pursuant to Board Policy 7510, Use of District
8 Facilities.

9 B. Use of the kitchen must be supervised by the manager or designated
10 food service employee.

11 C. Only qualified food service employees may operate food service
12 production equipment.

13 **Disaster Relief**

14 A. The food and nutrition services department shall participate in feeding
15 for disaster relief in accordance with the District's disaster plan.

16 B. The food service manager or designee will complete all required records
17 documenting foods prepared and served, and staff hours worked.

18 | F.S. 1001.41, 1001.42, 1001.51, 1006.06, [1013.12](#)
19 | F.A.C. 6A-7.41, 6A-7.42(2), 6A-7.421, 6A-7.45, 6A-7.46
20 | 7 C.F.R. 210, 215, 220, 240

21 |
22 | [Adopted 7/17/07](#)

23 | [Revised _____](#)

1 7. fire, health, sanitation, and safety reports that are maintained in
2 either electronic or printed formats;

3 B. misappropriating funds, supplies, or other assets of the Board;

4 C. handling or reporting money or financial transactions in an improper
5 or illegal manner;

6 D. disclosing, either directly or indirectly, confidential and proprietary
7 information to outside parties for personal gain;

8 E. disclosing to other persons the purchasing/bidding activities engaged
9 in or contemplated by the Board so that any entity, person, or business
10 has an unfair advantage in the purchasing/bid process;

11 F. causing the Board to pay excessive prices or fees where justification is
12 not documented;

13 G. accepting or offering a bribe, gifts or other favors under circumstances
14 that indicate that the bribe, gift or favor was intended to influence a
15 decision that was, or needed to be, made;

16 H. removing, destroying, or using for personal gain records, furniture,
17 fixtures and/or equipment

18 I. using state or federal funds for other than their designated and
19 approved purposes; or

20 J. using Board equipment or work time for any outside private business
21 activity.

22 This list is meant to illustrate the types of activities that are prohibited, and is not
23 intended to be all-inclusive. Other misconduct of a similar nature is prohibited.

24 **Reporting**

25 Each employee or agent of the Board shall be responsible for reporting any observed
26 or suspected fraud or fraudulent activity to the Superintendent. If the observed or
27 suspected fraud or fraudulent activity involves a Board Member or the
28 Superintendent, the report should be made to the School Board Attorney.

1 All administrators shall be vigilant for any conduct that appears to constitute fraud
2 within the areas of their responsibility.

3 The obligation to report fraud includes instances when the employee knew or should
4 have known that an incident of fraud had occurred.

5 All reporting and investigation shall be done in accordance with the Board's
6 Whistleblower's Guideline. (AG 1211, AG 3211, or AG 4211).

7 **Investigation**

8 If the allegations of fraudulent misconduct involve a Board employee, the
9 Superintendent shall determine whether an investigation by the Board is warranted.
10 If the Superintendent determines that the allegations appear to involve criminal
11 misconduct, the matter shall be referred to the Sheriff's Office.

12 If the allegation involves the Superintendent or a Board Member, the allegation shall
13 be referred to the School Board Attorney. If the School Board Attorney determines
14 that the allegations appear to involve criminal misconduct, the matter shall be
15 referred to the Sheriff's Office. If the School Board Attorney determines that the
16 allegations do not appear to involve criminal misconduct, the matter shall be
17 assigned by the School Board Attorney to a third party, who is not an employee of
18 the Board, for the purpose of conducting an investigation concerning the allegations.
19 Upon the conclusion of this investigation, the investigator shall forward the report to
20 the School Board Attorney. The School Board Attorney shall forward the report to
21 the School Board which shall take such action as is appropriate.

22 Any investigation conducted pursuant to this policy shall be conducted without
23 regard for the length of service, position/title, or relationship of the individual who is
24 alleged to have committed or concealed fraud.

25 **Confidentiality**

26 The Board will maintain confidentiality with regard to the reports of suspected
27 misconduct and the investigation, to the extent consistent with the conduct of an
28 appropriate investigation and the Board's obligations under the Freedom of
29 Information Act and Chapter 119, Florida Statutes. However, absolute
30 confidentiality for reporting witnesses and investigation results cannot be
31 guaranteed.

1 Except as authorized by the Superintendent, the reporting witness and others
2 interviewed are not to discuss the allegations or investigation with other Board
3 employees or officials, vendors or contractors. Such discussions may interfere with
4 the investigation. Further, because of the nature of the alleged misconduct,
5 unsubstantiated allegations that are not privileged could harm an innocent
6 individual's reputation and result in potential civil liability.

7 **Non-Retaliation**

8 Those who, in good faith, report suspected fraudulent activity will not be subject to
9 any retaliation as a result of bringing the suspected misconduct to the attention of
10 the Board. They will be subject to protection of the Board's Whistleblower Policies:
11 Policy 1411, Policy 3211, or Policy 4211.

12 Additionally, individuals who knowingly make a false report of suspected fraud or
13 fraudulent activity shall be subject to disciplinary action pursuant to the Board's
14 Whistleblower Policies: Policy 1411, Policy 3211, or Policy 4211.

15 Adopted _____