

*The  
School Board  
Rules  
of  
Osceola County,  
Florida*

**1998-99 Edition**



# *The School Board Rules of Osceola County, Florida*

**The School Board Rules of Osceola County, Florida are divided into fourteen parts. They are as follows:**

## **Preface**

- Chapter 1 - District School System**
- Chapter 2 - District Financial Administration**
- Chapter 3 - General Operating Rules**
- Chapter 4 - Professional Support Staff Personnel**
- Chapter 5 - Instructional Personnel**
- Chapter 6 - Student Services**
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# **THE SCHOOL BOARD RULES of OSCEOLA COUNTY, FLORIDA**

## **PREFACE**

The School Board Rules of Osceola County, Florida, were revised and approved by the School Board on August 7, 1990, and became effective on July 1, 1990. Subsequent amendments were adopted on December 18, 1990, March 19, 1991, and April 16, 1991. On July 23, 1991, an annual review was completed and amendments to the Rules were adopted to be effective July 1, 1991. Additional amendments were adopted on September 17, 1991, March 3, 1992 and April 14, 1992. On June 30, 1992, the annual review was completed and amendments to the Rules were adopted to be effective July 1, 1992. Additional amendments were adopted on December 15, 1992. On June 29, 1993, the annual review was completed and amendments to the Rules were adopted to be effective on July 1, 1993. Additional amendments were adopted on January 18, 1994, and May 3, 1994. On June 28, 1994, the annual review was completed and amendments to the Rules were adopted to be effective on July 1, 1994. Additional amendments were adopted on October 5, 1994, and May 2, 1995. On June 27, 1995, the annual review was completed and amendments to the Rules were adopted to be effective on July 1, 1995. Additional amendments were adopted on November 7, 1995. On July 2, 1996, the annual review was completed and amendments to the Rules were adopted. Additional amendments were adopted on August 6, 1996 and September 17, 1996. On June 17, 1997, the annual review was completed and amendments to the Rules were adopted. Additional amendments were adopted on July 29, 1997 and June 16, 1998. On July 21, 1998, the annual review was completed and amendments to the Rules were adopted.

Forms of the word "he" are used in this document based on the second definition in *Webster's Third New International Dictionary*, Copyright, 1986.

Whenever a State Board Rule or a Florida Statute is referenced herein, it shall mean that Rule or Statute as it may be amended from time to time. All rules contained herein are adopted in accordance with Florida Statutes 230.23 and 230.23005.

Throughout the following set of rules, unless otherwise specified, the terms Superintendent, Deputy Superintendent, Assistant Superintendent, Executive Director, Director, Executive Associate, Administrative Assistant, Coordinator or Principal shall mean the individual holding said position and his/her designee or representative as permitted by law or regulation.



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### District School System

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1 **1.0 THE DISTRICT SCHOOL SYSTEM**

2  
3  
4 1.1 DISTRICT UNIT

5 Osceola County shall constitute a school district which shall be known as The  
6 School District of Osceola County, Florida. It shall include all public schools,  
7 classes, and courses of instruction and all services and activities directly related to  
8 education in the district which are under the direction of the district school officials.  
9

10 Auth: 230.22, F.S. Imple: 230.01, 230.02, F.S.

11  
12 1.2 CONTROL - ORGANIZATION - ADMINISTRATION

13  
14 1.2.1. School Board

15  
16 A. Responsibility - Qualifications

17  
18 The governing body of the School District of Osceola County shall be  
19 known as The School Board of Osceola County, Florida, which shall be  
20 composed of five (5) members, as provided by law, and shall determine and  
21 adopt such rules and programs as are deemed necessary by it for the  
22 efficient operation and general improvement of the Osceola County School  
23 District. School Board member residence areas for the purpose of  
24 nominating and electing Board members are established by the Board  
25 according to Section 230.061, Florida Statutes.  
26

27  
28 B. Organization

29 On the third Tuesday after the first Monday in November of each year, the  
30 Board shall organize by electing a chairman and a vice-chairman. The  
31 superintendent shall act as the ex-officio secretary. If a vacancy shall occur  
32 in the chairmanship, the Board shall confirm the succession of the vice-  
33 chairman to the chairmanship or elect a new chairman at the next regular or  
34 special meeting.  
35

36 The organizational meeting shall be conducted pursuant to Section 230.15,  
37 Florida Statutes.  
38

39  
40 C. Duties of the Chairman

41 The chairman shall be the presiding officer of the Board, and shall preserve  
42 order at the meetings. His signature or his facsimile signature, when  
43 authorized for use in the manner prescribed by law, shall appear on all  
44 warrants for authorized payments by the Board, and on contracts and other  
45 papers pertaining to the business of the Board, when directed by the Board.  
46 The Vice-Chairman shall act for the Chairman in his absence or disability.  
47

48  
49 D. General Powers and Duties of the Board

50 In addition to the general powers and duties of the Board as provided by  
51 Law, including, but not limited to, Sections 230.22 and 230.23 Florida  
52 Statutes, the Board shall:  
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- (1) Establish the school calendar showing the opening and closing dates. Approve and designate the school holidays and vacation periods to be observed during the year as required by Section 230.23(4)(f)(g), F.S.
- (2) Establish and maintain public evening schools as authorized by Section 230.23, subsection (4)(i), Florida Statutes.
- (3) Appoint members of the Professional Development Center Council.  
*Amended 6/17/97*  
  
Auth. 230.22, 231.600 FS
- (4) Establish a School Advisory Council, as provided in Section 230.22, subsection (1)(b), Florida Statutes, including an evaluation of such Councils, and provide for their participation in the preparation of the Feedback Report in accordance with Section 228.165, Florida Statutes. *Amended 6/30/92*
- (5) Have the continuing authority to establish Instructional Materials Council to evaluate instructional materials not previously used within the District, in accordance with Section 233.34, subsection (3) and Section 233.43, Florida Statutes. The functions of this committee are further described in Board Rule 1.5.
- (6) Maintain a system of planning and evaluation as required by subsections 229.555 through 229.58, Florida Statutes.
- (7) Prepare and submit annually to the Department of Education a Master Plan for Inservice Training which shall include a section relating to the Professional Orientation Program as outlined in SBR 6A-5.75 and the Inservice Institute Plan as required by SBR 6A-5.76.
- (8) Develop training programs, in cooperation with the Department of Education, for teacher aides and other personnel who serve in the early childhood and basic skills development program; and shall provide for the periodic evaluation of all appropriate pupils in grades 1 through 3 in order to identify each pupil's instructional needs.
- (9) Elect from the membership of the School Board two (2) members to serve on the Osceola County Board of Tax Adjustment as provided in Section 194.015, Florida Statutes.
- (10) Implement the "Raymond B. Stewart Career Achievement Program for Teachers" as required by F.S. 231.5335 and implemented through SBR 6A-4.046.
- (11) The school board has adopted and staff has implemented current school year attendance areas, non-transportation zones, and bus routes and stops for all schools. In the alternative, the school board has provided for same by school board rule when permitted.

1 Section 230.23 (4)(a), 230.23 (8) and (14), 230.33 (10) 234.112,  
2 FS. RULES 6A-3.017; 6A-3.017; 6A-3.018 (6)(a,c) FAS.  
3

4 E. Meetings Amended 6/17/97

- 5 (1) The Board shall publish and hold not less than one (1) regular  
6 meeting each month as prescribed by Sections 230.16 and 230.17,  
7 Florida Statutes, and shall establish the calendar of regular meetings  
8 annually in accordance with Section 230.15, Florida Statutes.  
9

10 Special meetings shall be advertised and held in compliance with  
11 Section 230.16 and 230.17, Florida Statutes. *Amended 6/30/92*  
12

13 (2) Emergency Meetings

14 If the School Board finds that an immediate danger to public health,  
15 safety, or welfare requires immediate action, it may hold an  
16 emergency public meeting. The Superintendent shall give notice of  
17 such meeting by any procedure that is fair under the circumstances  
18 and necessary to protect the public interest, and in accordance with  
19 the requirements of Florida law. *Adopted 6/17/97*  
20

21 (3) Public Notice of Meetings or Events *Adopted 3/3/92*

22 a. Posting

23 In any instance where the Board is required, or desires, to  
24 give notice of meetings or other events, and except when  
25 required by law or regulation to give notice by newspaper  
26 advertisement, it shall be deemed sufficient notice to post an  
27 announcement of the meeting or event on a bulletin board  
28 prominently displayed in the lobby area of the Administrative  
29 Center.  
30

31 b. Responsibility

32 It shall be the responsibility of the Superintendent to see that  
33 public notice is given as to all meetings or events in every  
34 instance whether required by law or requested by the Board.  
35 In the event that notice has not been posted as required by  
36 this rule, or as otherwise may be required by law or  
37 regulation, then Board members shall be notified and the  
38 meeting or event rescheduled after proper notice.  
39

40 c. Notices Requiring Publication

41 In every instance where law or regulation requires that notice  
42 of a meeting or event be published in a newspaper, the  
43 Superintendent shall also post such notice as required by this  
44 Rule.  
45

46 Auth. 230.16, 130.23(1), 286.0111(9), 447.605, 1230.525, FS  
47  
48  
49  
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51

1 F. Agenda *Substitute adopted 6/17/97*

- 2
- 3 (1) The Superintendent shall prepare an agenda at least seven (7) days
- 4 prior to each regular and special meeting, workshop or public
- 5 hearing. Supporting material and information for each item on the
- 6 agenda shall be included whenever possible. The Superintendent
- 7 shall give notice of meetings, workshops and hearings as required
- 8 by Florida law. The notice shall be posted in each facility in a place
- 9 which is accessible to all personnel.
- 10
- 11 (2) Any person desiring to have an item placed on an agenda shall
- 12 submit a written request to the Superintendent no later than ten (10)
- 13 days prior to the meeting date. School Board members desiring to
- 14 have an item placed on an agenda shall submit a request to the
- 15 Superintendent no later than seven days prior to the meeting date.
- 16
- 17 (3) At least forty-eight hours prior to the meeting, the Superintendent
- 18 shall post and advertise an amended agenda. After an agenda has
- 19 been posted and advertised, change may be made only for good
- 20 cause, as determined by the Chairman and stated in the official
- 21 minutes. Notification of any such change shall be at the earliest
- 22 practicable time. The Chairman may approve emergency items to be
- 23 added to the agenda at the start of any meeting. Emergency items
- 24 may only be added if the Chairman decides that good cause exists.
- 25
- 26 (4) Board members shall be furnished a copy of the minutes of the
- 27 previous meeting prior to each meeting.
- 28
- 29 (5) The agenda for emergency meetings shall be kept to a minimum and
- 30 shall deal only with those criteria that are necessary for the
- 31 immediate welfare of students and staff, or for the protection and
- 32 other necessary use of School buildings, grounds, and supplies.
- 33 The Board shall cooperate with such other civic, state and national
- 34 groups as may be necessary to alleviate whatever suffering or
- 35 harmful conditions exist.

36 Auth. 230.16, 230.23(1), 286.0111(9), 447.604, 120.525, FS

37

38

39 G. RULES PROCEDURE *Substitution Adopted 9/17/96, Amended*

40 *6/17/97*

41

42 The School Board Rules of Osceola County Florida will comply with the

43 requirements of the Administrative Procedures Act (APA), Chapter 120,

44 Florida Statutes. The procedures for the adoption, repeal, amendment to,

45 variance from, and waiver of School Board rules shall be governed by the

46 APA.

- 47
- 48 (1) RULE CHANGES. The adoption, repeal and amendment of School
- 49 Board Rules shall include the following:
- 50
- 51 (a) Notice of rule development shall be made in accordance with
- 52 the Administrative Procedures Act.
- 53

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(b) Notice of Intent. Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the School Board shall give notice of its intended action in accordance with section 120.54(3)(a) of the Florida Statutes. The Notice of Intent shall be made at least twenty-one days prior to the intended action:

1. By publication in a newspaper of general circulation in the affected area;
2. By mail to all persons who have made request of the School Board for advance notice of its proceedings and to organizations representing persons affected by the proposed rule; and
3. By posting in appropriate places so that those particular classes of persons to whom the intended action is directed may be duly notified.

The Notice of Intent shall include the section or subsection of the Florida Statutes being implemented, interpreted or made specific with each proposed amendment to the Board Rules, whenever practicable.

(c) Workshops. The School Board may hold public workshops for rule development. Public workshops must be held for the purpose of rule development if the workshop is requested in writing by any affected person, unless the School Board explains in writing why a workshop is not necessary. Notice of a rule development workshop shall be made not less than fourteen days prior to the date on which the workshop is scheduled to be held. The notice shall indicate the subject area which will be addressed, the School Board contact person, and the date, place and time of the workshop. When a workshop is held, the School Board will ensure that the persons responsible for preparing the proposed rule are available to explain the proposal and to respond to questions or comments regarding the rules being developed.

(d) Public Hearing. The School Board shall schedule a public hearing on a proposed adoption, amendment or repeal of any rule. The Notice of Intent shall contain the time, date and location of the public hearing.

(e) Modification or Withdrawal of Proposed Rules. After the public hearing on a proposed rule, the modification or withdrawal of the proposed rule shall be governed by section 120.54(3)(d), Florida Statutes.

(f) Filing for Final Adoption. One certified copy of the proposed rule, a summary of the rule, a summary of any hearings held on the rule, and a detailed written statement of the facts and circumstances justifying the rule shall be filed

1 in the office of the Superintendent and shall be open to the  
2 public. Generally, the filing shall be made no less than  
3 twenty-eight days and no more than ninety days after the  
4 Notice of Intent. At the time the rule is filed, the School  
5 Board shall certify that the time limitations in the APA have  
6 been complied with, that all statutory rulemaking  
7 requirements have been met, and that there is no  
8 administrative determination pending on the rules. Rules  
9 shall become effective when adopted by the School Board or  
10 on a later date specified by the rule.

11  
12 (2) EMERGENCY RULES

13  
14 If the School Board finds that an immediate danger to the public  
15 health, safety, or welfare requires emergency action, the Board may  
16 adopt any rule necessitated by the immediate danger. An emergency  
17 rule shall not be effective for more than ninety days, except as  
18 provided in the APA. The School Board may adopt any procedure  
19 which is fair under the circumstances if:

- 20  
21 (a) The procedure provides at least the procedural protection  
22 given by other statutes, the Florida Constitution, or the  
23 United States Constitution.
- 24  
25 (b) The School Board takes only that action necessary to protect  
26 the public interest under the emergency procedure.
- 27  
28 (c) The School Board publishes in writing at the time of, or  
29 prior to its action, the specific facts and reasons for finding  
30 an immediate danger and its reasons for concluding that the  
31 procedure used is fair under the circumstances.

32  
33 (3) PETITION TO INITIATE RULEMAKING. Any person regulated  
34 by the School Board or having a substantial interest in a School  
35 Board rule may petition the Board to adopt, amend, or repeal a rule  
36 or to provide the minimum public information required by the APA.  
37 Within thirty days following the date of the filing of a petition which  
38 specifies the proposed rule and action requested, the School Board  
39 shall initiate rulemaking proceedings, or deny the petition with a  
40 written statement.

41  
42 (4) RULEMAKING RECORD. The School Board shall compile a  
43 rulemaking record. The record shall include, if applicable, copies  
44 of:

- 45  
46 (a) All notices given for the proposed rule;
- 47  
48 (b) Any Statement of estimated regulatory cost for the rule;
- 49  
50 (c) A written summary of hearings on the proposed rule;
- 51  
52 (d) The written comments and responses as required by the  
53 APA;
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- (e) All notices and findings made for emergency rules; and,
- (f) Any other materials which pertain to the rulemaking process.

The Superintendent shall retain the record of rulemaking, as long as the rule is in effect.

- (5) VARIANCES AND WAIVERS. A variance is a decision by the Board to grant a modification to all or a part of the literal requirements of a School Board rule to a person who is subject to that rule. A waiver is a decision by the School Board not to apply all or a part of a rule to a person who is subject to the rule. Procedures for variances and waivers shall be in accordance with section 120.542, Florida Statutes and the Uniform Rules of Procedure, when adopted. A petition for variance or waiver must be made on a form which is made available by the Superintendent. The initial approval or denial of a request for a variance or waiver shall be made by the Superintendent within ninety days of the Superintendent's receipt of the request. Procedures for the initial approval or denial of the waiver or variance by the Superintendent, including advertising requirements, must follow the APA and Uniform Rules of Procedure.
- (6) RULE CHALLENGES. Challenges to the validity of a School Board rule or to a proposed rule may be made in accordance with the APA, specifically section 120.56, Florida Statutes.
- (7) PETITION FOR DECLARATORY STATEMENT. Any substantially affected person may seek a declaratory statement in accordance with section 120.565, Florida Statutes. The petitioner seeking a declaratory statement shall state with particularity, the petitioner's set of circumstances and shall specify the statutory provision, rule, or order that the Petitioner believes may apply to that set of circumstances.

Auth. 230.16, 230.23(1), 286.0111(9), 447.604, 120.525, FS

H. Official Minutes

The minutes, when approved by the Board, shall be signed by the Board Chairman and the Superintendent. They shall then be kept as a part of the public record in the office of the Superintendent.

I. Legal Counsel

Should legal services be needed, the Board may employ or retain a competent attorney to render such services. A formal opinion or an informal interpretation of law from the general counsel for the Department of Education for administrative purposes may be requested when necessary by the Superintendent or a Board member through the Director of the Division of Public Schools.

1 J. Appointment and Reappointment of Personnel

- 2
- 3 (1) The Board shall act in compliance with Section 230.23, subsection
- 4 (5), Florida Statutes, with regard to the appointment of instructional
- 5 and professional support staff.
- 6
- 7 (2) In emergency cases, the Superintendent may make temporary
- 8 appointments to approved positions pending action by the School
- 9 Board at the next meeting.
- 10
- 11 (3) The School Board may reject for good cause any supervisor,
- 12 principal or other employee nominated in accordance with Section
- 13 230.23, subsection (5) (b), Florida Statutes. In the event the third
- 14 nomination by the Superintendent for any position is rejected, the
- 15 School Board shall then proceed on its own motion to fill such
- 16 position.
- 17
- 18 (4) The School Board recognizes the importance of the School Advisory
- 19 Councils in the quality of education at the individual schools, and is
- 20 committed to the concept of School Advisory Councils being
- 21 involved in the planning process at each school. *Adopted 8/17/93*
- 22
- 23 a. Each School Advisory Council may, on an annual basis,
- 24 provide input to the Superintendent relative to the
- 25 administrative leadership at each school.
- 26
- 27 b. Before making any recommendation to the School Board for
- 28 the transfer, reappointment or assignment of a principal or
- 29 assistant principal to a school site that is different from the
- 30 school assignment that preceded the reappointment,
- 31 assignment or transfer, the Superintendent will review the
- 32 input of the School Advisory Council of each affected
- 33 school.
- 34
- 35 c. The Superintendent shall not be bound by the advice or
- 36 recommendation of the School Advisory Council, and shall
- 37 be free to accept or reject its recommendation.
- 38

39 K. Collective Bargaining

40 The School Board shall serve as public employer with the responsibility for

41 ratification of collective bargaining agreements.

42

43

44 L. Personnel Records

45

46 Adequate personnel records shall be established and maintained for all

47 employees. The authentication of the service and leave records of

48 instructional personnel for administrative and auditing purposes shall be in

49 accordance with State Board Regulation 6A-1.69.

50

51 All filing equipment for personnel records maintained in the district school

52 offices shall have a locking device and shall bear a certified fire protection

53 label so as to insure preservation of records against heat and smoke damage

54 in case of fire, for at least one (1) hour.



1 M. Board Salary - Expenses

2 The salary for the Board Members is established by law. In addition to the  
3 salary provided, each member of the Board shall be allowed, from District  
4 School Funds, reimbursement for travel and per diem expenses at the  
5 maximum rate authorized by Section 112.061, Florida Statutes.  
6

7 When lodging or meals are provided at a state institution, the traveler is not  
8 eligible for the normal maximum allowances and may be reimbursed only  
9 for actual expenses for lodging and meals, not to exceed the normal  
10 maximum allowances.  
11

12 For conferences, the per diem rate shall be the maximum authorized by said  
13 statute. Whenever a Board member is required to incur either Class A or  
14 Class B travel, on emergency notice to the member, such member may  
15 request the District to pay his expenses for meals and lodging directly to the  
16 vendor, and the District may pay the vendor the actual expenses for his  
17 meals and lodging during the travel period, limited to an amount not to  
18 exceed that authorized by current laws and State Board of Education rules.  
19

20 N. Retirement

21 School Board members shall participate in the Florida Retirement System  
22 and are eligible for Social Security through regular deductions from their  
23 salaries.  
24

25 In the event a School Board member is a former member of a State  
26 Retirement System, that member shall have the option of continuing to  
27 receive his retirement benefits and his salary as a Board member (in which  
28 event only Social Security will be deducted once he has been paid \$500), or  
29 he may make immediate application to the Division of Retirement in  
30 Tallahassee upon his retirement to suspend his retirement benefits, have his  
31 service as a Board member counted as retirement service and have his  
32 retirement recomputed at a later date. Written application to the Division of  
33 Retirement should include his social security number.  
34  
35

36 1.2.2 Superintendent

37 The Superintendent, as secretary and executive officer of the School Board, shall be  
38 appointed by the School Board for a term determined by the School Board in  
39 accordance with Florida Statutes. The office shall be maintained and furnished by  
40 the School Board of Osceola County in accordance with Section 230.29, Florida  
41 Statutes. *Amended 6/17/97*  
42

43 The Superintendent shall have the authority and exercise when necessary the  
44 powers granted him in Section 230.32, Florida Statutes, and other applicable laws  
45 and regulations. The Superintendent shall perform the duties and responsibilities  
46 prescribed in Section 230.33, Florida Statutes, and other applicable laws and  
47 regulations, provided that in so doing he shall advise and counsel with the School  
48 Board.  
49

50 In addition to the general powers and duties of the Superintendent as provided by  
51 law, the Superintendent shall be the chief bargaining agent for the School Board in  
52 matters of collective bargaining.  
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A. Child Welfare

Recommended plans for child welfare shall be made in accordance with Section 230.33, subsection (8), Florida Statutes, and shall be supplemented by the requirements of Chapter 6 of these Board Rules.

B. Transportation of Pupils

Transportation needs shall be ascertained and recommendations for safe transport made as specified in Section 230.33, subsection (10), Florida Statutes, and shall be supplemented by Board Rule 3.1.

C. Courses of Study and Other Instructional Aides

Recommendations for improving, providing, distributing, accounting and caring for textbooks and other instructional materials shall be made in compliance with Section 230.33, subsection (9), Florida Statutes, and shall be supplemented by Board rule 3.2.

D. Finance

Recommendations governing matters of finance for educational facilities throughout the District shall be made in compliance with Section 230.33, subsection (12), Florida Statutes, and shall be supplemented by Chapter 2 of these Board rules.

E. Personnel

- (1) In matters of personnel, the Superintendent shall be governed by Section 230.33, subsection (7), Florida Statutes. He shall not recommend to the Board for employment in other than a school-related program, any individual who is not at least sixteen years of age.
- (2) The Superintendent may reassign personnel to other worksites during their contract period pending approval of the School Board at its next meeting. *Adopted 6/29/93*

F. Records and Reports

The Superintendent shall recommend that records be kept, and shall have such reports made as are called for in Section 230.33, subsection (13), Florida Statutes.

The Superintendent is authorized to develop and implement procedures for the reproduction, and destruction of all documents, records, papers, general correspondence, data and information generated by the District in accordance with the Department of State, Division of Archives, History and Records Management.

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G. School Plants

Recommendations concerning school plants shall be made in accordance with Section 230.33, subsection (11), Florida Statutes.

H. Miscellaneous

The Superintendent shall cooperate with individuals and agencies specified in Section 230.33, subsections (14) through (23), Florida Statutes, in the manner prescribed therein.

I. Superintendent's Salary - Expenses

The School Board shall determine the salary of the Superintendent.  
*Amended 6/17/97*

In addition to the salary provided, the Superintendent shall be allowed reimbursement from District school funds for travel and per diem expenses at the maximum rates authorized by Section 112.061, Florida Statutes.

When lodging and meals are provided at a state institution, the Superintendent is not eligible for the normal maximum allowances and may be reimbursed only for actual expenses of lodging and meals, not to exceed the normal maximum allowances. For conferences, the per diem rate shall be the maximum authorized by said statute. *Amended 6/30/92*

Whenever the Superintendent is required to incur either Class A or Class B travel, on emergency notice the Superintendent may request the District to pay his expenses for meals and lodging directly to the vendor; and the District may pay the vendor the actual expenses for his meals and lodging during the travel period, limited to an amount not to exceed that authorized for per diem for such period.

J. Specific Duties Delegated to the Superintendent

The following duties are specifically delegated to the Superintendent, and any action taken by him in any of these matters shall appear as a part of the Board minutes:

- (1) Approve or deny requests for zone changes by students.
- (2) Appoint teachers under emergency replacements, such appointments to be subject to Board approval at the next meeting when they can be placed on the agenda.
- (3) Act on maternity, professional, illness-in-line-of-duty or personal leave requests. Such leave requests shall then be subject to final approval by the School Board.
- (4) Approve or deny requests for the use of school buses in accordance with Board policies.
- (5) Act on vacation leave requests.

- (6) Approve or deny requests of teachers to leave school early in order to attend college classes.
- (7) Authorize the removal of property from inventory records.
- (8) Authorize purchase orders for food purchases of unlimited amounts.

K. Duties of Principals

The principal shall:

- (1) Assume administrative responsibility and instructional leadership, under the supervision of the Superintendent and in accordance with rules and regulations of the school board, for the planning management, operation, and evaluation of the educational program of the school to which he is assigned.
- (2) Submit recommendations to the Superintendent regarding the appointment, assignment, promotion, transfer, and dismissal of all personnel assigned to the school.
- (3) Assume administrative responsibility for all records and reports required regarding pupils, for the transfer of pupils within the school, and for the promotion of pupils.
- (4) Have the authority to administer corporal punishment in accordance with the rules and regulations of the school board and to suspend students from school or from a school bus as provided for in 232.26 F.S.
- (5) Perform such other duties as may be assigned by the Superintendent pursuant to the rules and regulations of the School Board and the State Board of Education.

Auth: 230.22 and 11.45, F.S.

Imple: 230.03(3), 230.24, 230.31, 230.29, 230.32, 230.33, 230.2311, 229.565, 229.57, 194.015, 120.52, 120.54(14), 447.203(2), 447.209, 230.22, 230.321, 145.08, 112.061, 267.10, and 231.085, F.S.

1.3 **ADVISORY COMMITTEES**

1.3.1 School Advisory Councils *Revised 6/29/93*

- A. Pursuant to 229.58, Florida Statutes, this policy is enacted to govern the election and appointment of advisory council members and certain practices and procedures of the School Advisory Councils of this District.
- B. School Advisory Council (SAC) members representing teachers, education support employees, students and parents shall be nominated and elected by their respective peer group at the school in a fair and equitable manner as follows:
  - (1) Teachers shall be nominated and elected by teachers.

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- (2) Education support employees shall be nominated and elected by education support employees.
- (3) Students shall be nominated and elected by students.
- (4) Parents shall be nominated and elected by parents.
- (5) Each school principal shall submit on or before October 1, of each year, to the Superintendent and the School Board, on a meeting agenda, the following:
  - a. A memorandum of the principal's procedures for nominating and electing to the SAC, teachers, education support employees, parents of the students at the school and students (if applicable); and
  - b. A list identifying those nominated and a list identifying each member of the SAC so elected and a statement that the procedures for nomination and election were designed and implemented to ensure fairness and access for all members of the representative groups.
- (6) The Board may require new nominations and elections, or modified nomination and election procedures if nominations or an election are not fair and equitable.
- (7) A majority of the members of each School Advisory Council must be persons who are not employed by the school. *Adopted 7/21/98*

C. Students shall be members of School Advisory Councils at the high school and post secondary levels. Students at the middle school and elementary school levels may be members of the School Advisory Councils at the discretion of each SAC.

D. Business and other community members shall be selected by each school subject to the procedure stated herein. Each school principal shall submit on or before October 1, of each year, to the Superintendent and the School Board, a list that identifies (including the name, business and civic activities) business and community members appointed by the principal to the School Advisory Council. This membership list shall be presented on the first agenda after its preparation. The School Board has the right to appoint additional members to the School Advisory Council from the business and community, and shall make such additional appointments as are necessary to achieve proper representation of the ethnic, racial, and economic community served by the school. The School Board shall have the discretion to appoint additional members to the School Advisory Council whenever the Board deems it in the best interest of the District for the Board to make such additional appointments.

E. The principal and the School Advisory Council shall report to the Superintendent and Board, as soon as reasonably possible, any change in the membership of the Council, and shall further report the meeting schedule and agenda for all meetings of the School Advisory Council. Each

1 School Advisory Council and principal shall advise the Superintendent and  
2 School Board in advance of each scheduled meeting and agenda.  
3

4 F. Each meeting of the School Advisory Council shall be held in a location at  
5 such time and under such circumstances as reasonably necessary to ensure  
6 that no one shall be denied access on the basis of handicap, race, religion,  
7 gender or national origin. There shall be an agenda prepared in writing,  
8 before each meeting, copies of which shall be sent to the School Board  
9 members and the Superintendent.

10  
11 G. The School Advisory Council shall be subject to the public records and  
12 sunshine laws (286.011 Florida Statutes and Chapter 119 Florida Statutes).  
13 Meetings and records shall be open to the public unless an exemption is  
14 provided under law. The conduct of the meetings shall be at the discretion  
15 of the School Advisory Council and the principal, subject to this policy and  
16 the right of the School Board to further regulate the conduct of meetings if  
17 such regulation is necessary to ensure that the meetings are conducted in a  
18 reasonable, efficient and fair manner. The principal of each school is  
19 designated as the custodian of records kept and maintained in the operation  
20 of each School Advisory Council. The Superintendent shall provide for a  
21 duplicate set of all School Advisory Council records and documents to be  
22 kept and maintained in the office of the Superintendent or the designee of  
23 the Superintendent. Such records will be kept and maintained consistent  
24 with Department of Education rules governing School Board documents.  
25

26 H. Standards applicable to all School Advisory Councils:

27  
28 (1) The minimum number of members of each Council should be at  
29 least fifteen (15), and the maximum number of members of each  
30 Council shall be forty (40), with the exception of such additional  
31 appointments as the School Board may make from time to time.  
32

33 (2) Each School Advisory Council shall meet at least monthly during the  
34 school's academic year, and the agenda shall be distributed at least  
35 seven (7) days in advance of each meeting to each member of the  
36 committee, the press, Superintendent, School Board members and  
37 all other persons who request a copy of the agenda in writing.  
38

39 (3) Each principal will ensure that the meeting is held in a room large  
40 enough to accommodate those members of the public and other  
41 interested persons (including media) who wish to attend and observe  
42 the meeting. Each SAC may develop its own guidelines for  
43 permitting public participation, but the privilege of voting will be  
44 extended only to members of the Council.  
45

46 (4) Each school principal shall be responsible for notifying each teacher,  
47 parent and guardian, education support employee, and eligible high  
48 school and post secondary (and if applicable, each eligible middle  
49 school and/or elementary school) student in the school, and to  
50 advise each such person of the following:  
51

52 a. The existence of the School Advisory Council and the fact  
53 that each such person is eligible to be nominated for election  
54 to the SAC.

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- b. The procedure for having a person's name submitted for nomination.
  - c. The fact that self-nomination is permitted.
  - d. The name and telephone number at the school of the employee who can give further information concerning nomination and election to the School Advisory Council, and further explanation concerning the purpose and mission of the SAC.
  - e. The schedule of elections to SAC, and the waiting list procedure.
- (5) The principal shall develop a waiting list, whereby interested persons in excess of the maximum number of forty (40) members shall remain on a regularly and publicly maintained list. If a vacancy occurs on the SAC, the SAC will elect a member from the list who will serve the remaining term of the vacating member.
- (6) Elections will be held annually, between May 1 and October 1 in each year.
- (7) Members shall be elected in equal proportions of staggered terms, as follows:
- a. Terms for members shall be two (2) years.
  - b. In order to establish staggered terms, one-half (1/2) of the members shall be elected to two (2) year terms and one-half (1/2) of the members shall be elected to one (1) year terms for the first election only.
- (8) No limit shall be placed on the number of consecutive terms a member of each School Advisory Council may serve.

1.3.2 Vocational Advisory Committees *Revised 6/29/93*

- A. Each high school and post secondary job preparatory vocational program shall have a functioning Vocational Advisory Committee for each program area. Each advisory committee shall be composed of employees, supervisors, or master craftsmen of the occupation involved. Current or past students may serve on the committee.
- B. Vocational, Adult, and Community Education Advisory Council - This council is composed of members representative of the various adult education programs. Students, staff, businessmen, industry, community organizations, etc. may serve on this committee. This committee will serve the programs, staff, and administration in an advisory capacity to assess needs, develop community understanding and support, motivate students, develop recruitment and retention processes, assist in student placement, assist in securing quality instructors, identify resources, etc., to improve the quality of vocational, adult and community education in Osceola County.

1  
2 C. Career Education Advisory Committee - A committee composed of the  
3 Occupational specialist from the high schools, counselors and CRT's from  
4 the middle schools and elementary schools, Director of Student Services,  
5 and a representative from exceptional education, adult education, and  
6 vocational education.

7  
8  
9 This committee will serve the district in an advisory capacity to assess  
10 needs, promote career education as an integral part of the curriculum,  
11 review the district's Career Education Plan, serve as a liaison between the  
12 school and the Coordinator of Adult Education, etc.

13  
14 D. The members of the committees will be appointed by the Superintendent for  
15 three year terms. Terms shall be staggered in order to provide for continuity  
16 of membership. Each committee shall meet a minimum of twice per year.  
17 Minutes shall be maintained and distributed by the Director.

18  
19 Auth: 230.22, F.S. Imple: 230.22(1), 229.555(10), 229.575, F.S.

20  
21 1.3.3 Regional Articulation Council for Vocational Education, Adult General Education,  
22 and Community Instructional Services

23  
24 A. The district director of vocational and adult education shall arrange his daily  
25 schedule to permit attendance at and participation in each scheduled meeting  
26 of the Regional Articulation Council. The time necessary for the director of  
27 vocational and adult education to attend such council meeting including  
28 reasonable travel time shall be considered as part of the director's assigned  
29 duties. *Amended 6/29/83*

30  
31 B. The superintendent shall cooperate with the council when the council is  
32 carrying out its assigned duties and responsibilities which include:

33  
34 (1) The review and evaluation of existing courses and programs.

35  
36 (2) The analysis of current training, counseling, and placement  
37 programs in the district.

38  
39 (3) Other effects of the council in carrying out its assigned  
40 responsibilities.

41  
42 C. The superintendent shall, prior to recommending the approval of new and  
43 additional vocational and adult education programs, provide assurance that  
44 the approval of such recommendations meet the requirements of the council  
45 and thereby qualify for state and federal funding.

46  
47 D. The superintendent shall keep the School Board informed of the findings of  
48 the council by submitting periodic reports.

49  
50 E. Findings and recommendations of the council that are not concurred with by  
51 this board shall be appealed to the State Board of Vocational Education for a  
52 final decision.

53  
54 Auth: 230.23 (4)(h) Imple: 6A-6.67



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1.3.4 Special Interest Committees

The Superintendent may, from time to time, establish special interest committees for the purpose of gathering input relative to any issue. *Adopted 6/30/92*

1.3.5 Foundation for Osceola Education *Adopted 6/29/93*

The Foundation for Osceola Education, Inc. is organized and operated exclusively to receive, hold, invest and administer property and to make expenditures to or for the benefit of public prekindergarten through 12th grade education.

A. Duties

The Foundation shall perform its duties as prescribed in its corporate charter and by-laws on file with the Department of State subject to the provisions of State Board of Education Rule 6A-1.0013, and Section 237.40, Florida Statutes.

B. Audit

- (1) The fiscal year of the Foundation shall begin on July 1 and end on June 30.
- (2) At the close of each fiscal year, the Foundation's Board of Directors shall provide for an audit in accordance with State Board of Education Rule 6A-1.0013 and Section 237.40, Florida Statutes.

C. District Property

The Foundation is authorized to use the District's property, facilities and personal services as determined annually by the Superintendent to operate the Foundation.

D. Board of Directors

The Foundation Board of Directors shall be approved annually by the School Board.

E. Not for Profit

The Foundation shall be a Florida Corporation not for profit, incorporated under the provisions of Chapter 617, and approved by the Department of State.

1.4 PROFESSIONAL DEVELOPMENT CENTER (PDC) *Adopted 6/17/97*

The purpose of the Professional Development Center (PDC) is to provide professional development activities for all employees that will enable the school community to succeed in school improvement and whenever possible to provide those activities that meet the requirements for the renewal of teacher certificates.

1 1.4.1 Professional Development Center Council (PDC Council)

2  
3 The Professional Development Center Council (PDC Council) shall consist  
4 of members nominated by the Osceola Teacher Education Center Council,  
5 the Professional Support Inservice Committee, administrators, universities,  
6 community colleges, community agencies and other interested groups. The  
7 Superintendent shall recommend members to the Board for approval.  
8 Membership on the PDC Council shall include: Instructional personnel,  
9 professional support staff personnel, business/community members,  
10 university and community college personnel, and administrative personnel.  
11 PDC Council size shall not exceed eleven (11) members.

12  
13 Auth: 230.22, F.S. Imple: 231.600, 231.601(4) F.S.

14  
15 A. Term of Office for PDC Council Members

16  
17 The term of office of a PDC Council member shall be one (1) year.  
18 Members may be appointed to successive terms on the PDC  
19 Council.

20  
21 B. Attendance at Professional Development Center Council Meetings

22  
23 Appointment to the PDC Council is an honor and should be received  
24 as such. With the appointment, the member accepts the  
25 responsibility of representing all employees of the Board. In order  
26 to properly represent employees, the representative must make every  
27 reasonable effort to attend all meetings.

28  
29 When a representative misses more than two meetings in any one  
30 school year, that position shall be declared vacant and a new  
31 representative will be appointed.

32  
33 C. The Professional Development Center Staff

34  
35 The PDC staff shall consist of the PDC coordinator and all other  
36 groups or persons contracted to provide for professional  
37 development of all personnel. The Superintendent shall recommend  
38 an individual to coordinate the activities of the PDC. The Board  
39 shall appoint the coordinator and staff of the PDC.

40  
41 Auth: 230.22, F.S. 231.600, 231.601, F.S.

42  
43 D. Voting Authority of the PDC Coordinator

44  
45 The PDC coordinator shall be entitled to vote only when a tie occurs  
46 in voting by the PDC Council.

47  
48 Auth: 230.22, F.S.

49  
50 E. PDC Responsibilities

51  
52 (1) The PDC Council shall develop a prioritized list of inservice  
53 needs with suggested methods of implementation.  
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(2) The PDC Center coordinator shall collaborate with university and community college personnel.

(3) All programs shall be evaluated to determine the value to the participant and to aid the PDC Council in determining future PDC activities.

Auth: 230.22, F.S. Imple: 231.600, 231.601 F.S.

F. Goals and Objectives

The PDC Council shall develop goals and objectives which shall be consistent with the needs of the District.

G. The PDC Budget

The PDC Council shall recommend a budget to the Superintendent on an annual basis to provide for the requested professional development activities. The budget shall then be approved by the Board and administered by the PDC coordinator.

Auth: 230.22, F.S.  
Imple: 231.600, 231.602 F.S.

1.4.2. Osceola Teacher Education Center Council

The Osceola Teacher Education Center Council (OTEC Council) shall consist of members nominated by instructional personnel, administrators, universities, community colleges, community agencies and other interested groups. The Superintendent shall appoint members of the OTEC Council.

A. Membership on the OTEC Council shall include:

(1) One (1) classroom teacher from each school.

(2) One (1) elementary building level administrator.

(3) One (1) secondary building level administrator.

(4) One (1) representative of the University of Central Florida.

(5) One (1) representative of Valencia Community College.

(6) In the event Exceptional Student Education (ESE) is not represented in part (1) above, one (1) at-large ESE teacher shall be appointed.

(7) In the event vocational education is not represented in part (1) above, one (1) at-large vocational education teacher shall be appointed.

(8) In the event English for Speakers for Other Languages (ESOL) is not represented in part (1) above, one (1) at-large ESOL teacher shall be appointed.

1  
2 B. Term of Office for Classroom Teachers  
3

4 The term of office of an OTEC Council Member who is a classroom  
5 teacher shall be two (2) years, except that the term of an at-large  
6 member shall be for one (1) year. A member may be appointed for  
7 two (2) successive terms. A teacher who fills an unexpired term of  
8 one (1) year or less shall be eligible for up to two (2) full terms.  
9

10 C. OTEC Council Responsibilities  
11

12 (1) The OTEC Council shall review the needs of instructional  
13 and administrative employees and recommend professional  
14 development activities to the PDC Council for  
15 implementation.  
16

17 (2) Teachers in (1)(a) above shall serve as professional  
18 development contacts in their respective schools.  
19

20 1.4.3 Professional Support Staff Inservice Committee  
21

22 A. The Professional Support Staff Inservice Committee shall consist of  
23 members nominated by professional support staff personnel,  
24 administrators, and other interested groups. The Superintendent  
25 shall appoint members of the committee. Members of the  
26 Professional Support Staff Inservice Committee shall serve at the  
27 discretion of the Superintendent.  
28

29 B. The Professional Support Staff Inservice Committee shall review the  
30 needs of Professional Support Staff employees and recommend  
31 appropriate inservice activities to the PDC Council.  
32

33 Auth. 230.22, 231.600, & 231.601, FS  
34  
35

36 1.5 DISTRICT INSTRUCTIONAL MATERIALS COUNCILS FOR THE STATE  
37 LEVEL TEXTBOOK ADOPTION PROCESS  
38

39 The Superintendent or a designee shall appoint councils, each consisting of no  
40 fewer than six (6) persons--one-third (1/3) shall be lay members and one-half (1/2),  
41 teachers. The teacher members must be certified in an area directly related to the  
42 academic area or level being considered for adoption. Personnel designated as  
43 associate master teachers of the year pursuant to Section 231.533, or selected as a  
44 teacher of the year at the school, district, regional or state level pursuant to the  
45 provisions of the program conducted by the Department of Education, shall be  
46 encouraged to serve on instructional materials councils (Section 233.09, Florida  
47 Statutes). State instructional materials council members may not be members of the  
48 district instructional materials council. The members of the council shall elect a  
49 chairman. Each district council member shall complete the Department of Education  
50 training program, related to the evaluation and selection of instructional materials,  
51 prior to the beginning of the review and selection process.  
52

53 District council meetings are open and shall be conducted in compliance with  
54 Section 286.011, Florida Statutes; and date, time, and place shall be announced to

1 the public in the local media two (2) weeks in advance. The district shall make  
2 materials available for public review.

3  
4 Each member of a district instructional materials council must sign an affidavit  
5 pursuant to Section 233.08, Florida Statutes, before transacting the business of the  
6 council.

7  
8 Pursuant to Section 233.115, Florida Statutes, members of the district instructional  
9 materials council are prohibited from accepting gifts, money, emoluments, or other  
10 valuables which shall directly or indirectly influence the adoption or purchase of  
11 any instructional materials.

12  
13 The district instructional materials council shall not deny any publisher,  
14 manufacturer, or a representative time to present a product(s) equal to that time  
15 given for any other publisher, manufacturer, or representative.

16  
17 The district shall forward to the Department of Education a statement of criteria and  
18 procedures for evaluation of materials. This statement shall include whether any of  
19 the submissions were piloted and/or used in the district and the number of council  
20 members and meetings.

21  
22 The District Instructional Materials Council will evaluate all submissions. Each  
23 instructional material shall be ranked numerically as to its choice in relation to all  
24 other materials of the same type evaluated, and no two (2) materials in the same  
25 subject area may receive the same numerical ranking.

26  
27 Auth: 230.22, F.S  
28 Imple: 233.08, 233.09(3)(c), 233.095, and 233.115, F.S.

## 29 30 1.6 SCHOOL BASED MANAGEMENT (SBM)

31  
32 School based management in Osceola County is defined as a systematic way of  
33 bringing district staff, principals, teachers, students and parents together to  
34 participate in determining and improving school programs. (SBM) encourages  
35 effective use of educational resources, reduces time in the decision making process  
36 and places considerable emphasis on school effectiveness.

37  
38 Elements of School Based Management in Osceola County include the following:

- 39  
40 A. The school is the principal planning unit in the budget process. The  
41 opportunity exists for school level input into the budgeting process and each  
42 school develops an annual budget based on its unique needs. Once  
43 budgeted, funds can be shifted to other functions and objects by following  
44 district procedures.
- 45  
46 B. The system of planning is continuous and reflects input from school level  
47 administrators and teachers.
- 48  
49 C. Planning for program and curriculum changes takes place in individual  
50 schools based upon the needs of the individual school, the district and state  
51 mandates.
- 52  
53 D. Teacher placement decisions are a shared responsibility between the district  
54 and local school.

1  
2 E. Community input is received from School Advisory Councils unique to  
3 each school. *Amended 6/30/92*

4  
5 Auth: 230.22, F.S.

6 Imple: 229.555, 230.33(5), 230.23(3), and 236.02(7),F.S.

7  
8 1.7 MANAGEMENT INFORMATION SYSTEM

9  
10 The School Board shall:

11  
12 A. Establish a District reports and forms control management system.  
13 *Amended 6/30/92*

14  
15 B. With assistance from the Department of Education, develop systems  
16 compatible with the state management information system and unique local  
17 systems. *Amended 6/30/92*

18  
19 C. Provide, with the assistance of the Department of Education, inservice  
20 training dealing with management information system purposes and scope,  
21 a method of transmitting input data, and the use of output report  
22 information.

23  
24 D. Establish a plan for continuous review and evaluation of local management  
25 information system needs and procedures.

26  
27 E. Advise the Commissioner of Education of all District management  
28 information needs.

29  
30 F. Transmit required data input elements to the appropriate processing  
31 locations in accordance with guidelines established by the Commissioner.

32  
33 G. Determine required reports, comparisons, and relationships to be provided  
34 to district school systems by the system output reports and continuously  
35 review these reports for usefulness and meaningfulness, and submit  
36 recommended additions, deletions and change requirements in accordance  
37 with the guidelines established by the Commissioner.

38  
39 H. Be responsible for the accuracy of all data elements transmitted to the  
40 Department.

41  
42 I. RECORDS RETENTION MANUAL (ADOPTED JULY 7, 1987) The  
43 School Board adopts and maintains a Records Retention manual that  
44 delineates procedures for the care and maintenance of records of the District.  
45 This manual shall be administered through the Office of Records  
46 Management.

47  
48 Auth: 229.555(2)(b), F.S.

49  
50 1.8 INSERVICE EDUCATION

51  
52 A Master Plan for Inservice Education shall be prepared by the Board annually  
53 before submission to the State Department of Education for approval. In this regard  
54 the Board will seek to:

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- A. Develop a systematic procedure for identification of personnel improvement and performance needs.
- B. Develop a comprehensive plan with long and short range objectives, consistent with the established needs.
- C. Improve the level of performance of all personnel through programs or activities conducive to obtaining the desired level of performance, and particularly for those who serve in the early childhood and basic skills development program.
- D. Increase competencies, skills and knowledge of personnel for more efficient and effective personnel utilization.
- E. Develop a systematic procedure for evaluating the effectiveness of staff development activities.
- F. Develop and implement a program for beginning teachers that conforms to the Florida Professional Orientation Program in accordance SBR 6A-5.75.
- G. Develop a District Management Training Program for school effectiveness which will implement training in managerial competencies determined by the Florida Council on Educational Management per Section 231.087(5), F.S.

A copy of the Master Plan shall be filed in the library of each school.

Auth: 230.22, F.S. and 230.2311(6), F.S.                      Imple: 231.603(3),F.S.

1.9 EDUCATIONAL EVALUATION

The School Board shall provide for the periodic assessment of student performance and achievement in each school. Such assessment programs shall be based upon local goals and objectives which are compatible with the State's plan for education and which supplement the minimum performance standards approved by the State Board of Education. Data from the assessment programs shall be provided to the Commissioner of Education when it is required in order to evaluate specific instructional programs or processes or when the data is needed for other research or evaluation projects. The School Board may provide acceptable, compatible District assessment data to substitute for any assessment data needed at the state level when the Commissioner certifies that such data is acceptable for the purposes of this action.

A. District Report

A feedback report shall be prepared on the status of education in the Osceola County School District. The report shall contain information about how well school instructional programs enable students to meet performance standards, results of program evaluations, information about the needs of education in the District, information on District policy decisions, and any other information and analysis which explain or clarify the status of education in the District. The District report shall be made available to the general public and the citizens of the District, to each school in the District, and to appropriate local news media. Amended 6/30/92

1           B.     School Report  
2

3           Each school shall annually report on its status of education and shall base its  
4 report upon information for the prior school year. The report shall contain:  
5

- 6
- 7           (1)     Information on how well the school is meeting its goals and  
8                   objectives.
  - 9
  - 10          (2)     Interpretation and analysis of student progress, including  
11                   information on how well students are achieving the minimum  
12                   performance standards.
  - 13
  - 14          (3)     Fiscal information, including the school budget.
  - 15
  - 16          (4)     Information on the needs of the schools and its students.
  - 17
  - 18          (5)     Summaries of teacher, student, parent, and community attitudes  
19                   toward the school.
  - 20
  - 21          (6)     Any other information and analysis which explain or clarify the  
22                   status of education.
  - 23

24           The principal, with the assistance of teachers, students and the School Advisory  
25           Council shall prepare the report. The report shall be distributed in accordance with  
26           established timelines. The report shall be reproduced and distributed at the least  
27           possible cost and may be issued in a series or as part of existing school  
28           publications. The report shall be distributed to the parent or guardian of each  
29           student in the school and made available to all other interested citizens upon request.  
30           *Amended 6/30/92*  
31

32    1.10   EARLY CHILDHOOD AND BASIC SKILLS DEVELOPMENT  
33

34           The School Board shall establish a program for early childhood and basic skills  
35           development. This program shall be developed cooperatively by school  
36           administrators, teachers, parents and other groups or individuals having an interest  
37           in the program and having expertise in the field of early childhood education or  
38           basic skills development. Such a program shall be based on the guidelines prepared  
39           by the Department of Education pursuant to Chapter 7-A-238, Laws of Florida, and  
40           further delineated in Chapter 6 of this Rules Manual.  
41

42    1.11   EVALUATION OF SCHOOL PERSONNEL  
43

44           The School Board shall annually review the system of evaluating the personnel of  
45           the District, as presented by the Superintendent. Such evaluation shall be for the  
46           purpose of maintaining and improving the educational program of the District.  
47

48           Auth: 230.22, F.S.

49           Imple: 229.57(3), 229.57(5), 230.22(5), 230.23(5), 230.2311(3), 231.29(2)  
50

51    1.12   SUPPLEMENTS     *Amended 6/30/92*  
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53           Supplements may be provided for extracurricular activities or other assignments as  
54           outlined in the Master Teacher Contract and Board adopted salary schedule.



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1.13 REPORTS AND FORMS CONTROL

A. Purpose

To provide the schools, district, state, and federal agencies with required data in a timely and accurate fashion while reducing duplication.

B. Definitions

- (1) Form - Any written communication, whether in memorandum, survey or standard form format, with blank spaces for the filling in of data.
- (2) Report - Any form in which the blanks have been completed or any summary of data prepared after aggregation of data on forms.

C. Authorization and List of Forms

Those School District forms, as indexed in the Forms Index and located in the Office of Records Management, constitute the approved district forms as required by F.S. 120.53(1) (b). A copy of any form listed in the Index may be obtained without cost from the Office of Records Management.

D. New or Revised Forms

Any new or revised forms must be submitted to the Office of Records Management for review in accordance with the procedures set forth in the Forms Management Handbook. Any form developed by the District which imposes any requirement or solicits any information not required by statute or by an existing rule must be submitted for approval by the Board, and on approval shall be included in the Forms Index and placed on file in the Office of Records Management.

1.14 AFFIRMATIVE ACTION AND EQUITY

1.14.1 General Statement *Revised 4/14/92*

The School District of Osceola County, Florida is legally responsible to ensure that equal education opportunities are available to all individuals within the district who are eligible under the laws of the State of Florida to receive a free public education in the district. The district is also responsible to ensure equal employment opportunities to all individuals. Educational programs and employment opportunities shall be made available free of any sexual harassment and discrimination based on race, gender, color, disability, religion, marital status, national origin or other non-merit factor. In limited circumstances, gender or disability may be disqualifying as permitted by law.

1.14.2 Definitions

The following definitions shall apply to the terms stated throughout this Policy:

- A. Affirmative Action is a concept which requires an employer to do more than refrain from discriminatory practices and policies, and to go beyond the

1 maintenance of policies of passive non-discrimination, by taking positive  
2 results-oriented steps toward the elimination of discriminatory barriers.

- 3  
4 B. Complaint is a statement which alleges that an organization or person has  
5 been or is engaged in employment discrimination.  
6  
7 C. Investigation is a detailed examination of the facts to determine if  
8 discriminatory employment practices did or did not occur.  
9  
10 D. Party is a complainant or respondent.  
11  
12 E. Respondent is a person, agency or part of any agency accused of  
13 discriminatory conduct regarding employment by the School Board.  
14  
15 F. No Reasonable Cause means, upon consideration of the facts, a person  
16 could conclude that the respondent has not engaged in an employment  
17 practice made unlawful by State or Federal law.  
18  
19 G. Equal Employment Opportunity Designee is an employee appointed by the  
20 Superintendent to coordinate the complaint process in an organizational or  
21 institutional unit.  
22  
23 H. Discrimination is illegal treatment of a person or group (either intentional or  
24 unintentional) based on race, color, religion, political opinions or  
25 affiliations, age, sex, handicap, veteran status, national origin or other non-  
26 merit factor, except where a previously mentioned condition is a bona fide  
27 occupational qualification of employment. The term also includes the failure  
28 to remedy the effects of past discrimination.  
29  
30 I. Bona Fide Occupational Qualifications means employment in particular jobs  
31 may not be limited to persons of particular sex, age, race, creed, color,  
32 religion, or national origin unless an employer can demonstrate that sex,  
33 age, religion, or national origin is an actual qualification of performing the  
34 job.  
35  
36 J. Sexual Harassment includes: *Amended 6/17/97*  
37  
38 (1) Unwelcomed sexual advances, requests for sexual favors, other  
39 verbal or physical conduct of a sexual nature, or the creation or  
40 maintenance of a condition in the educational or workplace  
41 environment, such as the utilization, publication or display of  
42 sexually offensive music, pictures or other articles or items in the  
43 workplace or educational environment, where such matters or  
44 conduct have the purpose or effect of unreasonably interfering with  
45 an employee's work or a student's education or performance, or  
46 which creates an intimidating, hostile or offensive work or  
47 educational environment, as determined by applicable legal  
48 standards.  
49  
50 (2) The denial of or the provision of aid, benefits, grades,  
51 rewards, employment, faculty assistance, services, or treatment on  
52 the basis of sexual advances or requests for sexual favors.  
53  
54

1 K. Discrimination in Employment shall mean: *Amended 6/17/97*

- 2  
3 (1) To fail or refuse to hire, or to discharge an individual, or otherwise  
4 to discriminate against, any individual with respect to his/her  
5 compensation, terms, conditions, or privileges of employment  
6 because of such individual's race, color, religion, age, sex, non-  
7 disabling handicap, national origin or other non-merit factor, except  
8 where sex, age, or physical or mental condition is a bona fide  
9 occupational qualification of employment.  
10  
11 (2) To limit, segregate, or classify an employee in any way which  
12 would deprive or tend to:  
13  
14 a. Deprive an individual of employment opportunities;  
15  
16 b. Otherwise adversely affect an employee's status as an  
17 employee because of such individual's race, color, religion,  
18 political opinions or affiliations, age, sex, handicap, national  
19 origin or non-merit factor, except where sex, age or other  
20 physical or mental condition is a bona fide occupational  
21 qualification of employment.  
22  
23 (3) To abuse, restrain, intimidate, harass, interfere with, coerce,  
24 discriminate against, institute reprisal against or otherwise defame an  
25 employee because of such individual's race, color, religion, political  
26 opinions or affiliation, age, sex, non-disabling handicap, national  
27 origin or other non-merit factor, except where sex, age or physical  
28 or mental condition is a bona fide occupational qualification of  
29 employment.

30  
31 L. Discrimination in Education *Amended 6/17/97*

32  
33 Discrimination in education shall mean any deprivation, discrimination, or  
34 denial of any educational opportunity, benefit, term or condition, privilege,  
35 grade or reward in connection with education, on the basis of a student's  
36 race, color, religion, age, sex, handicap, national origin or other non-merit  
37 factor, except where sex, age, or physical or mental condition is a bonafide  
38 qualification or requirement for a particular educational opportunity.

39 Auth. 228.2001, Florida Statutes; Title IX, Education Amendments of 1972: DOE  
40 Guidelines, Federal Register Vol. 62, No 49 (March 13, 1997)

41  
42  
43 1.14.3 Affirmative Action *Adopted 6/28/94*

44  
45 There is hereby created an Affirmative Action Committee which shall  
46 consist of fifteen (15) members. The members of the Committee shall be  
47 recommended by the Superintendent and appointed by the School Board  
48 and shall serve three (3) years. The following shall apply to the operation  
49 of the Affirmative Action Committee:

- 50  
51 A. The Affirmative Action Committee is distinguished from the Equity  
52 Committee of the School Board, which investigates individual  
53 complaints, in that the Affirmative Action Committee is not  
54 necessarily comprised solely of employees of the District. The

1 Affirmative Action Committee shall not have access to materials or  
2 items which are confidential by law.

3  
4 B Responsibilities of the Affirmative Action Committee shall include  
5 but not be limited to the following:

- 6  
7 (1) Monitoring all educational programs and employment  
8 opportunities to ensure that they are available to all  
9 individuals with the district who are eligible under the State  
10 of Florida and the School Board of Osceola County, Florida.
- 11  
12 (2) Monitoring the hiring of protected classes of employees.
- 13  
14 (3) Reviewing promotional opportunities for protected class  
15 employees.
- 16  
17 (4) Reviewing the percentage of disciplinary actions against  
18 protected classes of students and employees.
- 19  
20 (5) Monitoring the participation of protected classes of students  
21 and parents in school activities and providing motivational  
22 programs to promote increased participation if needed.
- 23  
24 (6) Monitoring the dropout rate among protected classes of  
25 students.
- 26  
27 (7) Monitoring academic skills among protected classes of  
28 students.
- 29  
30 (8) Reviewing curriculum content to ensure motivation and self-  
31 esteem development for protected classes of students.
- 32  
33 (9) Monitoring the providing of programs designed to create  
34 awareness of college/vocational opportunities.
- 35  
36 (10) Monitoring retention of teachers among protected classes.
- 37  
38 (11) Monitoring redistricting activities and out-of-zone transfers.

39  
40 C. The Affirmative Action Committee shall report to the School Board  
41 at least once per school year. This presentation to the School Board  
42 shall include, but not be limited to a discussion of current School  
43 Board efforts in minority hiring, trends detected by the Affirmative  
44 Action Committee, problems and potential problems identified by  
45 the Committee.

46  
47 D. The Superintendent shall name a representative as an ex-officio  
48 member of the Affirmative Action Committee, and shall make the  
49 facilities of the School Board available for the business of the  
50 Committee, including meeting locations, use of equipment for  
51 preparation of reports, communications of official business of the  
52 Committee and for other similar purposes, and shall provide  
53 reasonable secretarial and clerical services.  
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The Affirmative Action Committee may provide input to the School Board in developing a program or programs for the advertisement of job opportunities in various minority communities, and may otherwise assist the School Board in recruiting qualified minorities for employment within the District.

The Affirmative Action Committee may review job descriptions and other testing requirements for employment in the District and present the results of the review to the Board. They may also present any perceived EEO barriers to employment or advancement.

The Affirmative Action Committee is purely an advisory body and does not have the authority to commit or obligate the School Board or District in any manner. The Committee serves at the discretion of the School Board and may be modified or dissolved by future Board action in accordance with law.

E. Implementation *Revised 4/14/92*

The Superintendent shall implement the affirmative action policy of this Board by all appropriate means, including the following:

- (1) Ascertain that all unnecessary references to sex, race, religion, disability or national origin have been removed from any and all applications for employment or for enrollment in programs.
- (2) The term "Equal Opportunity Agency" shall be printed on all stationary and applications for employment.
- (3) Maintain a continuous review of all curriculums and curriculum materials to avoid materials biased as to sex, race, national origin, religion, and/or disability.
- (4) Disseminate information to all employees that a credit union is available to help meet their financial needs.
- (5) Maintain an exit interview program to ascertain reasons for and solutions to any existing turnover problems among minority and female employees.
- (6) Provide ample opportunities for employees to discuss individual problems informally outside normal administrative channels to obtain needed advice and counseling with complete confidentiality.
- (7) Promulgate an administrative memorandum providing a method for the filing of formal written complaints alleging discrimination and assuring that such complaints will be fully investigated, receive an impartial review, and take appropriate action on the same if warranted.
- (8) Continue to maintain an active recruitment program in colleges throughout Florida and the southeastern United States having predominantly black graduates.

- 1 (9) Report at least annually to the Board as to the implementation of this  
2 Plan and to recommend to the Board any change in this policy or  
3 additions thereto from time to time as he may deem advisable or  
4 appropriate.  
5

6 1.14.4 Equity Revised 6/17/97  
7

- 8 A. Every applicant, employee and student has the right to present a complaint  
9 of alleged discrimination or sexual harassment and, in so doing, be free  
10 from restraint, intimidation, harassment, interference, coercion, or reprisal  
11 because he/she has filed a charge, testified, assisted, or participated in any  
12 phase of investigations, proceedings, or hearings pursuant to this policy.  
13  
14 B. An Equity Committee is hereby established for the purpose of providing a  
15 procedure for registering complaints for employees, applicants for  
16 employment and students with the School District of Osceola County,  
17 Florida. The composition of this committee shall be Twelve (12) members  
18 representative of the demographics and employee categories of the staff.  
19 The Superintendent will designate a member of his staff to serve as an ex-  
20 officio member of the Equity Committee. All appointments to the Equity  
21 Committee will be made by the Superintendent and approved by the School  
22 Board. Appointees will serve staggered three (3) year terms.  
23

24 C. Employee Complaints  
25

26 In the event an employee intends to register a complaint based upon alleged  
27 discrimination, remedies should be sought through administrative channels  
28 before resorting to other means of resolving disputes. Formal complaints  
29 must be filed in writing within sixty (60) days of the incident. It is expected  
30 that both employees and their supervisors will make every reasonable effort  
31 to resolve such conflicts. The following procedures are intended to facilitate  
32 these administrative remedies:  
33

- 34 (1) Employees should first express their complaints to their immediate  
35 supervisors. At the same time, employees may wish to involve the  
36 Superintendent's designee or a member of the Equity Committee to  
37 assist them at this informal level. If a resolution to the complaint can  
38 be reached at this level, no further action is to be taken.  
39  
40 (2) If no resolution was reached between the employee and the  
41 immediate supervisor, the complainant shall file a formal written  
42 complaint with the Superintendent's designee requesting an  
43 investigation concerning the alleged discriminatory practice. The  
44 Superintendent's designee shall notify the supervisor and the  
45 appropriate division head and the Equity Committee chairperson if  
46 that person is not a principal in the complaint that a formal  
47 complaint has been filed.  
48  
49 (3) An investigative panel will be established consisting of two (2)  
50 members of the Equity committee and one (1) person appointed by  
51 the complainant. This person must be a School Board Employee  
52 from another department/school. One member will be selected as  
53 chairman. No member of the panel may be related to a party to the  
54 complaint.

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- (4) The Investigative Panel shall conduct a fair and impartial investigation into the alleged discriminatory practice and shall keep all parties involved fully apprised of the status during the investigation. The investigation shall be conducted within sixty (60) calendar days.
- (5) Upon completing the investigation, which shall include reviewing applicable data, the Equity Committee shall communicate its recommendations to the Superintendent, who has the ultimate responsibility of investigating complaints under this section, via the Superintendent's designee.
- (6) The Superintendent shall review the findings of the Equity Committee and issue a decision within twenty (20) calendar days.
- (7) In the event the Complainant is dissatisfied with the decision of the Superintendent, the complainant may send the complaint to the School Board by giving written notice to the Superintendent within ten (10) days of receipt of the Superintendent's decision.

D. Applicant Complaints

Applicants for employment alleging discrimination may present their concerns for investigation to the Superintendent's designee who will process such complaints through the procedures established for all other Equity complaints.

E. Special Provisions for Complaints made by Students Involving Matters of Equity, Sexual Harassment or Discrimination

- (1) Every student has the right to be free of unlawful discrimination or sexual harassment, and in making a complaint of alleged discrimination or sexual harassment, to be free from intimidation, harassment, interference, coercion or a reprisal because he or she has filed a charge, testified, assisted, or participated in any phase of investigations, proceedings, or hearings pursuant to this policy or any other provision of law.
- (2) The Equity Committee shall receive and investigate student complaints alleging sexual harassment or other unlawful discrimination. The Equity Committee, when it hears or investigates a matter involving a student complaint, shall maintain the privacy and confidentiality of all student identifying information as required by Section 228.0934, Florida Statutes, and federal law.
- (3) If a student intends to register a complaint based upon alleged discrimination or sexual harassment, the student should first confer with his or her school principal or the director of the facility, unless the charge is being lodged against such person, in which case the student shall bring the complaint directly to the Equity Committee or the Superintendent.

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- (4) The student must report any discrimination or sexual harassment immediately to the principal or director of the school. If the principal or the director of the school is the subject of the complaint, then the student must immediately report any allegation of harassment or discrimination to the Equity Committee and the Superintendent for appropriate resolution. The principal, director, Equity Committee or Superintendent, as the case may be, shall cooperate with any reporting student and assist the student in preparing a written complaint that details the nature of the charge(s). The complaint of the student shall not be dismissed for reasons of an untimely filing or submission of the complaint, and appropriate School District staff shall take such action as is reasonably necessary to assist the student in filing the complaint
  
  - (5) Upon filing of a complaint or an allegation of charges by a student alleging sexual harassment or discrimination, the principal, director, or Superintendent, as the case may be, shall immediately take reasonable and appropriate action to protect the student from any condition harmful to the student, as reasonably necessary. Note: In the event any employee of the School District receives a complaint (whether verbally or in writing) of harassment or discrimination from a student, then that employee shall take whatever emergency action is necessary to protect the student, and shall thereafter immediately report the matter, with written confirmation of the report, to the principal, director or Superintendent of the School District, as appropriate. After the appropriate action has been taken to preserve the safety and well-being of the student, the administrator to whom the complaint has been referred shall inform the student and his or her parents of the existence of the Equity Committee and the availability of that Committee to investigate and report on the charge of discrimination or harassment.
  
  - (6) If the Equity Committee receives a complaint by a student of sexual harassment or discrimination, then the Committee shall conduct its investigation and issue its final written report in accordance with the procedures specified elsewhere in School Board Rules.
- F. The district's functions of leadership, technical assistance, and evaluation shall be applied to the implementation of this commitment. The commitment of providing equal educational opportunities shall apply in all program areas.
  
  - G. This policy does not derogate any federal or state law, and should be interpreted in a manner consistent with applicable court rulings and statutes of Florida and the United States.
  
  - H. For additional information or to file a concern or complaint, contact an Equity Committee member.
  
  - I. The School District encourages victims of sexual harassment to come forward with such claims. This may be done through the Employee Grievance Resolution Procedure or through a written complaint to the Equity Committee.



- 1 J. Employees who feel that administrators or supervisors are conditioning  
2 promotions, increases in wages, continuation of employment, or other  
3 terms or conditions of employment upon sexual favors, are encouraged to  
4 report these conditions to the appropriate administrator. If the employee's  
5 direct administrator or supervisor is the offending person, the report shall be  
6 made to the next higher level of administration or supervision.
- 7 K. Employees are also urged to report any unwelcome conduct of a sexual  
8 nature by supervisors or fellow employees if such conduct interferes with  
9 the individual's work performance or creates a hostile or offensive working  
10 environment.
- 11 L. Confidentiality will be maintained in accordance with applicable statutes and  
12 no reprisals or retaliation will be allowed to occur as a result of the good  
13 faith reporting of charges of sexual harassment.
- 14 M. In determining whether alleged conduct constitutes sexual harassment, the  
15 totality of the circumstances, the nature of the conduct, and the context in  
16 which the alleged conduct occurred will be investigated.
- 17 N. Any employee found to have engaged in sexual harassment shall be subject  
18 to sanctions, including, but not limited to, warning, suspension, or  
19 termination subject to applicable procedural requirements.
- 20 O. It is the policy of the School District of Osceola County, to create an  
21 educational and work environment free of harassment on the basis of race,  
22 sex, national origin or handicap. The School District will not tolerate sexual  
23 harassment activity by any of its employees. This policy similarly applies to  
24 non-employee volunteers who work subject to the control of school  
25 authorities.

31 Auth. 228.321, Florida Statutes; Title IX, Education Amendments of 1972: DOE  
32 Guidelines, Federal Register Vol. 62, No 49 (March 13, 1997)

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34  
35 1.14.5 Chapter 1 Comparability *Adopted 7/23/91*

36 It is the intent of the Board that all District budget resources are to be distributed on  
37 an equitable basis using Board established formulas to ensure comparability. In  
38 addition, a Chapter 1 comparability calculation will be done annually and submitted  
39 to the Board for review and approval.  
40

41  
42 1.15 INVOLVEMENT OF STUDENTS IN POLITICAL ACTIVITY

43 Employees of the Osceola County School Board, shall not involve students in  
44 political activities during the school day.  
45

46  
47 1.16 PERSONNEL RECORDS

48  
49 1.16.1 Definition of Terms

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51 A. Evaluations

52 Include classroom observations, annual evaluations, assessment,  
53 reprimands, commendations and due process documentation.  
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B. Complaint

An accusation by any member of the public or School Board employee charging an employee with misconduct and/or unacceptable performance.

C. Limited File

(Confidential File: available only to those with complete access)

Information that is not available for public review. This would include medical records, psychiatric, psychological files, payroll deductions, transcripts, preliminary investigations, active investigations, evaluations and assessments prior to July 1, 1983, and subsequent evaluations for one full school year.

D. Custodian of Records

The appointed work site administrator, central office administrator or administrative designee charged by law with the responsibility of maintaining and supervising personnel files for the School Board of Osceola County.

E. Derogatory Material

Typical examples:

- (1) Complaints, allegations, negative assessments, evaluations and charges related to work performance. (Can be placed in file.)
- (2) Employee's conduct, service, character or personality not related to work performance. (Cannot be placed in file.)

F. Designee

Persons authorized by School Board Members, the Superintendent, the principal or the employee to inspect all aspects of the personnel file in the exercise of their respective duties. (Based on the need to know.)

G. Inspection of Records Amended 7/23/91

Every person who has custody of personnel files shall permit the records to be inspected and examined by any person desiring to do so, at reasonable times, under reasonable conditions and under supervision by the custodian of records or his designee. Confidential records are not available for inspection by the public.

H. Lawful Criminal Investigation

Any investigation conducted by local, state and federal law enforcement agencies concerning criminal acts, according to the laws of the state or community as enforced by the courts.

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I. Law Enforcement Personnel

Any person employed by an authorized law enforcement agency to conduct an investigation concerning unlawful acts, e.g.; employed by federal, state, or county or municipal agency.

J. Medical Records

Include medical, psychological/psychiatric evaluations, medical releases, workers' compensation reports and other letters, documentation or reports attendant to the employee's medical condition.

K. No Probable Cause

Findings of preliminary investigations showing no evidence to support or continue an investigation.

L. Payroll Deductions

Include Federal Income Tax and FICA deductions, deductions taken for insurance, union dues, retirement contributions, tax sheltered annuities and other investment deductions, alimony and court mandated deductions, charity deductions, credit union.

M. Preliminary Investigation

Investigative actions conducted to determine if there is probable cause to proceed further with complaint or alleged violation or Board Rules and/or statutory provisions.

N. Probable Cause

Result of preliminary investigation with findings of reasonable grounds for suspecting that violation of School Board Rules or criminal offense has been committed. May lead to further investigation, disciplinary action or charges filed.

O. Right of Inquiry

The employee has the right to request that the Superintendent or his designee make an informal inquiry regarding material in his personnel file which an employee believes to be false. The official conducting the inquiry shall append a written report of his findings to the personnel file.

1.16.2 Personnel Files

A. Definition of Personnel File

The term personnel file means all records, information, data, or materials maintained by the School Board anywhere, (including the work site file, which are uniquely applicable to that employee, whether maintained in one or more locations.

1           B.     Access to Personnel Files

- 2  
3           (1)    The complete file is open as needed to:  
4  
5               a.     School Board Members and the School Board Attorney.  
6  
7               b.     Superintendent, Assistant Superintendents, Principals,  
8                     Assistant Principals, or their respective designees.  
9  
10              c.     Supervisor of the employee.  
11  
12              d.     Employee.  
13  
14              e.     Designees of Employees.  
15  
16              f.     Law Enforcement personnel in a lawful criminal  
17                     investigation.  
18  
19              g.     Professional support clerical personnel assigned to personnel  
20                     files.  
21  
22  
23           (2)    The limited file is open to anyone who files and signs an appropriate  
24                     request. After the request is filed an effort shall be made to provide  
25                     current records within a reasonable time.  
26  
27           (3)    All materials in the personnel file are subject to public review except  
28                     as noted below for the period of time indicated. The contents of the  
29                     Limited File include the following:     *Amended 7/23/91*

30                                ITEM(s)

30    TIMELINE

- 31  
32  
33           a.     A complaint or any material     Until: completion of  
34                     relating to the investigation     preliminary invest-  
35                     of a complaint.                     igation; no probable  
36   cause if found;  
37   investigation becomes  
38   inactive; or within  
39   sixty (60) days.  
40  
41           b.     Evaluation prepared prior     Permanently exempt .  
42                     to July 1, 1983.  
43  
44           c.     Evaluation prepared on     Exempt until the end  
45                     or after July 1, 1983.     of the school year  
46   following the school  
47   year during which the  
48   evaluation is made.  
49  
50           d.     Derogatory materials.     Exempt until 10 days  
51   after the employee has  
52   been notified.  
53  
54           e.     Payroll deductions,     Permanently exempt

1 medical, psychiatric  
2 and psychological  
3 information and  
4 transcripts or place-  
5 ment information.

except to a hearing  
officer, or panel.

6  
7 **C. Special Handling for Certain Materials Contained in Personnel Files**

- 8 (1) No anonymous letters or materials shall be placed in the file.  
9  
10 (2) Materials which are derogatory to an employee may be placed in a  
11 personnel file only if they pertain to work performance, or other  
12 matters that may be cause for discipline, suspension or dismissal.  
13  
14 a. Such material must be reduced to writing within 45 days and  
15 signed by a person competent to know the facts or make the  
16 judgment. Additional material may be added to clarify or  
17 simplify as needed.  
18  
19 b. A copy of all such materials to be placed in the personnel file  
20 shall be provided to the employee either:  
21  
22 1. by certified mail; return receipt requested to his/her  
23 address of record; or  
24  
25 2. by personal delivery to the employee. Employee's  
26 signature on a copy of the materials signifies receipt  
27 only; or  
28  
29 3. by a personal delivery to the employee with a  
30 statement by a witness certifying personal delivery to  
31 the employee.  
32  
33 c. The employee has the right to answer in writing any such  
34 material in the personnel file.  
35  
36 d. Upon a written request by an employee, the Superintendent  
37 or designee will make an informal inquiry regarding  
38 materials in the personnel file which the employee believes to  
39 be false. The official making the inquiry shall attach a  
40 written report of findings to the material in the file and send a  
41 copy to the employee.  
42

43  
44 **D. General Information**

- 45 (1) Any employee may conveniently reproduce any material in the file at  
46 the cost specified by law.  
47  
48 (2) The custodian of the personnel files will maintain a record in each  
49 file of persons reviewing the limited file each time it is reviewed  
50 except those having access to the complete file on an as needed  
51 basis.  
52  
53  
54

- 1 (3) Forms and materials necessary for normal business transactions will  
2 be a part of the personnel file.  
3  
4 (4) A preliminary investigation shall be considered active as long as it is  
5 continuing with a reasonable, good faith anticipation that an  
6 administrative finding will be made in the foreseeable future.  
7  
8 (5) A preliminary investigation of a complaint must terminate in any of  
9 the following ways:  
10  
11 a. With a finding that there is no probable cause to proceed  
12 further. A statement to that effect signed by a responsible  
13 investigating official shall be attached to the complaint.  
14  
15 b. With a finding that there is probable cause to proceed further  
16 or with disciplinary action taken or charges filed.  
17  
18 c. With the investigation ceasing to be active. An investigation  
19 shall be presumed to be inactive if no finding relating to  
20 probable cause is made within sixty (60) days after the  
21 complaint is made.  
22  
23 (6) All requests for information must be in writing, subject to approval  
24 by the Assistant Superintendents or Director of Finance.

25  
26 E. Reproduction Procedures and Fees *Amended 7/23/91*

27  
28 Every person who has custody of personnel files shall permit the files to be  
29 inspected and duplicated by any person desiring to do so at reasonable  
30 times, under reasonable conditions, and under supervision by the custodian  
31 of the records or designee. The records custodian or designee shall review  
32 the employee's file for compliance with exemptions under Florida Statutes,  
33 Chapter 231, before opening the file for inspection or duplication.  
34

35 Reproduction of records is to be done on School Board premises.

36  
37 An individual access record must be added to the employee's file showing  
38 the file was inspected and by whom.  
39

40 The cost of reproducing copies of the records shall be as provided in section  
41 1.20.2 of these Rules.  
42

43 F. Personnel File Contents *Amended 6/30/92 & 6/27/95*

44  
45 Personnel Files may include, but are not limited to the following  
46 information:  
47

48 INSTRUCTIONAL

49  
50 Applications  
51 Appointments (Form Only)  
52 Authorization To Review File  
53 Certificates And All Related Forms  
54 Contracts And All Related Forms

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Code Of Ethics Forms  
Deficiency Forms (Certifications)  
Employee Process Letter/Substitute Form  
Evaluation/Observation Conference Reports  
Inservice Printouts/Related Materials  
Leaves of Absences/Change Forms  
Letters of Commendation  
Notification to Begin Work Letters  
Reclassification/Transfers  
Resignation  
Resumes  
Social Security Card  
Transcripts and University Placement Data  
Wage Verifications from Mortgage Companies

PROFESSIONAL SUPPORT *Amended 6/29/93*

Applications  
Appointments  
Authorization to Review File  
Employee Process Letter/Substitute Form  
Evaluation Forms  
Inservice Printouts/Related Materials  
Layoff and Recall Letters  
Leaves of Absences/Change Forms  
Letters of Commendation  
Notification to Begin Work Letters  
Reappointment Letters  
Reclassification/Transfers  
Resignations  
Resumes  
Salary Letters  
Social Security Cards  
Test Scores  
Transcripts  
Work Permits

Auth: 119.07 F.S.; 231.262 F.S.; 231.291 F.S.

1.17 SAFETY AND HEALTH LOSS CONTROL PROGRAM

- A. The School Board authorizes the development and administration of a Safety and Health Loss Control Program that provides for:
- (1) A safe and healthful educational environment for the student population;
  - (2) A safe and healthful work place from recognized hazards for each employee;
  - (3) Safe use of facilities by the general public;
  - (4) Protection of the environment and natural resources from any foreseeable or preventable impairment related to School District

1 activities and operations;

- 2  
3 (5) The reduction of property, Workers' Compensation, and general  
4 liability losses.

5  
6 The primary goal of the Safety and Health Program shall be to eliminate all  
7 accidental losses of human resources and physical assets. The Program will  
8 be administered under the direction of the Superintendent with responsibility  
9 for implementation assigned to the Risk Manager.

- 10  
11 B. The School Board establishes a comprehensive program of safety and  
12 sanitation inspections for the protection of occupants of public educational  
13 and ancillary plants. *Adopted 7/2/96*

14  
15 (1) Each educational and ancillary plant shall be inspected at least once  
16 during each fiscal year to determine compliance with standards of  
17 sanitation and casualty safety prescribed in State Board Rules.

18  
19 (2) Each educational and ancillary plant shall be inspected annually for  
20 fire and safety by persons certified by the Division of State Fire  
21 Marshal to be eligible to conduct fire safety inspections in public  
22 educational and ancillary plants. Each fire safety inspection report  
23 must include a plan of action and a schedule for correction of each  
24 deficiency.

25  
26 (3) If immediate life-threatening deficiencies are noted in any inspection,  
27 the deficiency shall be promptly corrected or the educational plant  
28 shall be withdrawn from use until such time as the deficiencies are  
29 corrected.

30  
31 1.18 DRUG-FREE WORKPLACE

32  
33 1.18.1 No employee of the School Board shall manufacture, distribute, dispense, possess,  
34 use, or be under the influence in the workplace of any alcoholic substance, any  
35 intoxicating or auditory, visual, or mental altering chemical or substance or narcotic  
36 drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other  
37 controlled substance as defined by federal or state law or rule, or any counterfeit of  
38 such drugs or substances all being collectively referred to as drugs.

39  
40 It is recognized that prescription drugs are necessary, but the abuse of such drugs is  
41 a violation of the policy.

42  
43 "Workplace" is defined as the site for the performance of work done in connection  
44 with employment. That includes any school building, any school premises; any  
45 school vehicle, or any vehicle used to transport students to and from school and  
46 school activities off school property during any school-sponsored or school  
47 approved activity, event or function, such as a field trip or athletic event, where  
48 students are under the jurisdiction of the School District. *Amended 6/30/92*

49  
50 1.18.2 Upon reasonable suspicion of drug and/or alcohol abuse, documented by the  
51 School Board adopted checklist, written notification shall be given to the employee  
52 and a professional evaluation, which may include drug and/or alcohol testing as  
53 recommended, shall be performed by qualified personnel.



1 Any employee testing positive will be considered in violation of the Drug-Free  
2 Workplace policy.

3  
4 Any employee violating the above policy is subject to discipline, up to and  
5 including termination and referral for prosecution, for the first offense.  
6 *Amended 6/29/93*

7  
8  
9 1.18.3 Employees have the right to know the dangers of drug and/or alcohol abuse in the  
10 workplace, the school district's policy about them, and what help is available to  
11 combat drug and/or alcohol problems. This document spells out the school  
12 district's policy. The school district will institute an education program for all  
13 employees on the dangers of drug and/or alcohol abuse in the workplace. All  
14 employees are encouraged to self-identify and to participate in the following  
15 rehabilitative help:

16 Medical benefits for substance-abuse treatment

17 Information about community resources for assessment and treatment

18 Counseling program

19 Employee Assistance Program

20  
21  
22  
23  
24 In addition, the school district will provide supervisory training to assist in  
25 identifying and addressing illegal drug and/or alcohol use by employees.

26  
27 1.18.4 Any employee convicted of violating a criminal drug statute in this workplace must  
28 inform the school district of such conviction (including pleas of guilty and nolo  
29 contendere) within five (5) days of the conviction occurring. Failure to so inform  
30 the school district subjects the employee to disciplinary action, up to and including  
31 termination for the first offense. By law, the school district will notify the federal  
32 contracting officer within ten (10) days of receiving such notice from an employee  
33 or otherwise receiving notice of such a conviction.

34  
35 The school district reserves the right to offer employees convicted of violating a  
36 criminal drug statute in the workplace participation in an approved rehabilitation or  
37 drug and/or alcohol-abuse assistance program as an alternative to discipline. If  
38 such a program is offered, and accepted by the employee, then the employee must  
39 satisfactorily participate in the program as a condition of continued employment.

40  
41 1.18.5 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM  
42 *Adopted 5/2/95*

43  
44 Employees of the District performing safety sensitive functions and holding  
45 commercial drivers' licenses are required to participate in a drug and alcohol testing  
46 program pursuant to the Omnibus Transportation Employee Testing Act of 1991  
47 (hereinafter "OTETA"), regulations of the Federal Highway Administration  
48 contained in 49 C.F.R., parts 40 and 382, section 234.091, Florida Statutes, and  
49 other applicable state and federal safety programs. It is the policy of the Board that  
50 an employee in a safety sensitive position may be considered impaired by any  
51 measurable level of controlled substance or alcohol use.

1           A.     Definitions

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3           (1)    Alcohol:

4  
5                   The intoxicating agent in beverage alcohol, ethyl alcohol, or other  
6                   low molecular weight alcohols including methyl and isopropyl  
7                   alcohol.

8  
9           (2)    Alcohol Use:

10  
11                   The consumption of any beverage, mixture, or preparation,  
12                   including any medication containing alcohol. The use of alcohol is  
13                   prohibited both during the work day and for four hours prior to  
14                   reporting for duty. The use of alcohol is also prohibited for eight  
15                   hours following an accident, or until the employee is tested.

16  
17           (2)    Controlled Substance or Drug:

18  
19                   Any illegal drug or substance as identified in Schedules I through V  
20                   of section 202 of the Controlled Substance Act and as further  
21                   defined by 21 C.F.R. SS 1300.11-1300.15. This includes, but is  
22                   not limited to, marijuana, amphetamines, opiates, phencyclidine  
23                   (PCP), and cocaine. Illegal use includes use of any illegal drug or  
24                   misuse of legally prescribed or obtained prescription drug.

25  
26           (3)    Covered Employees:

27  
28                   Covered employees include District employees, both permanent and  
29                   temporary, who are required to hold a Commercial Driver's License  
30                   as a condition of employment and perform safety-sensitive  
31                   functions.

32  
33           (4)    Medical Review Officer (MRO):

34  
35                   The MRO is a physician with knowledge of substance abuse  
36                   disorders and who has appropriate medical training to interpret and  
37                   evaluate laboratory positive drug test results in a confidential  
38                   manner, in conjunction with an individual's medical history, and  
39                   any other relevant biomedical information, to determine alternative  
40                   medical explanations for positive results.

41  
42           (5)    Program Manager:

43  
44                   Superintendent shall designate within the District one or more  
45                   persons as OTETA program manager(s). Any person who desires  
46                   information regarding the program may contact the Personnel  
47                   Department.

48  
49           (6)    Refusal to Submit to an Alcohol or Controlled Substance Test:

50  
51                   An employee has refused to submit to an alcohol or controlled  
52                   substance test if the employee (1) fails to provide adequate breath for  
53                   testing without a valid medical explanation after he or she has  
54                   received notice of the requirement for breath testing; (2) fails to

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provide adequate urine for controlled substance testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process. Refusal to submit to an alcohol or controlled substance test is a positive result.

(7) Safety Sensitive Function:

Any function for which a Commercial Driver's License is mandated and any of those on duty functions set forth in 40 C.F.R. ss 395.2, on duty time.

(8) Substance Abuse Professional:

A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

B. Policy

Covered employees testing positive for alcohol (concentration of .02 or greater) and controlled substances are in violation of district policy and will be removed from safety sensitive positions immediately. Any violation of federal, state, or district policy shall be grounds for dismissal. Any employee who is terminated for violation of this policy shall be provided with a list of substance abuse providers.

Employees shall not report for duty or remain on duty requiring the performance of a safety sensitive function when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has documented to the employee that the controlled substance will not adversely effect the employee's ability to perform safety-sensitive functions. It is the responsibility of the employee to notify the district of physician directed use of controlled substances. Employees shall not use or possess alcohol while performing safety sensitive functions. Employees shall not perform safety sensitive functions within four hours after using alcohol. Employees shall not report for duty or remain on duty requiring the performance of a safety sensitive function when the employee uses any alcohol or while having an alcohol concentration of 0.02 or greater.

C. Testing and Analysis

It is the intent of the school district to comply with all alcohol and controlled substance testing procedures contained in applicable laws and regulations. The school district recognizes the need to protect individual dignity, privacy and confidentiality in the program. Specimen analysis shall be conducted in a manner to assure a high degree of accuracy and reliability and using laboratory facilities which are certified by the United States Department of

1 Health and Human Services, and the Florida Agency for Health Care  
2 Administration.

3  
4 The following are conditions under which testing may be conducted:

5  
6 (1) Pre-Employment Testing

7  
8 As a condition of employment, all applicants for employment with  
9 the district who are required to possess a commercial Driver's  
10 License will submit to a drug test prior to employment in accordance  
11 with applicable state and federal law. Any applicant who previously  
12 failed a drug or alcohol test by a covered employer shall be  
13 disqualified from employment by the district, unless otherwise  
14 provided by law. If the district, in conformance with the law, hires  
15 the employee, the employee will be subject to return to duty and  
16 follow-up testing. *Amended 6/27/95*

17  
18 (2) Reasonable Suspicion Testing

19  
20 A supervisor or designee who has been trained in accordance with  
21 the requirements of federal regulations shall require an employee to  
22 submit to an alcohol or drug test when there exists reasonable  
23 suspicion that an employee has violated this policy.

24  
25 Reasonable suspicion must be based on documented objective facts  
26 and circumstances which are consistent with the long-term and  
27 short-term effects of alcohol or substance abuse, including but not  
28 limited to, physical signs or symptoms, appearance, behavior,  
29 speech, odor, patterns of absenteeism, inefficiency, and  
30 misconduct.

31  
32 The required observations for alcohol and/or controlled substance  
33 reasonable suspicion testing shall be made by a supervisor or  
34 designee who has been trained for at least 60 minutes on alcohol  
35 misuse and an additional 60 minutes on controlled substance  
36 misuse.

37  
38 (3) Post-Accident Testing

39  
40 Alcohol or drug testing will be administered when the employee was  
41 performing a safety sensitive function and an accident occurs. For  
42 the purposes of post-accident testing, the term "accident" is defined  
43 in 49 C.F.R. ss 390.5. Testing will occur if the accident resulted in  
44 a fatality; or if the driver receives a citation under state or local law  
45 for a moving traffic violation arising from the accident and there is  
46 bodily injury to a person who immediately receives treatment away  
47 from the scene of the accident or one or more of the vehicles  
48 involved was towed from the scene due to operational impairment.  
49 Such testing must be conducted within the time limits set forth by  
50 law: alcohol testing will occur within 8 hours of the accident and  
51 drug testing will occur within 32 hours of the accident. An employee  
52 who is subject to post-accident testing must remain available to be  
53 tested, or the employee will be considered to have refused to submit  
54 to testing.

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(4) Random Testing

All covered employees shall be subject to random, unannounced drug and alcohol testing while on duty. The annual random rate for alcohol testing shall be greater than or equal to 25% of the covered employees. The annual random rate for controlled substance testing shall be greater than or equal to 50% of the covered employees.

(5) Return to Duty and Follow-up Testing

In the event a decision is made to return an employee to duty following a positive finding for alcohol or controlled substances, at the employee's expense, the employee will be required to be tested prior to returning to work. The employee must be evaluated by a substance abuse professional and participate in any assistance program prescribed. At the employee's expense, the employee shall be subject to a minimum of six unannounced follow-up controlled substance and/or alcohol tests in the first 12 months.

D. Positive Results

- (1) Prior to verifying a positive test result, the MRO shall make every reasonable effort to contact the employee by telephone and afford him/her the opportunity to discuss the test result. The employee will immediately telephone the MRO when notified that the MRO is attempting to contact said employee. If, after making all reasonable efforts, the MRO is unable to contact the employee directly, the MRO shall contact the program manager. The employee will be suspended until the matter is resolved, or pending further School Board action, which may include suspension without pay or termination.
  
- (2) Any employee who questions the results of a required drug test set forth in this policy may request that a test of the split sample be conducted within 72 hours of being notified by the MRO. The Superintendent will not recommend further job action to the School Board against the employee, including suspension without pay and/or any other permitted action under this policy during this 72-hour period, and if a split sample test is timely requested, during such period of time reasonably necessary for the test results to be obtained from the testing lab. This test may be conducted at the same or different testing laboratory, as long as that laboratory is a United States Department of Health and Human Services certified laboratory. The employee shall be responsible for prepayment of the second test by certified check or money order. The cost of the second test will be reimbursed to the employee only if the second test results are negative. If the second portion of the sample also tests positive, then the employee is subject to the sanctions of this policy. If the second portion produces a negative result, or for any reason the second portion is not available, the test is considered negative and no sanctions are imposed.

1 1.18.6 All employees are asked to acknowledge that they have read the above policy and  
2 agree to abide by it in all respects. By law, this acknowledgment and agreement are  
3 required of each employee as a condition of continued employment.  
4

5 1.19 TOBACCO-FREE WORKPLACE  
6

7 1.19.1 All buildings owned or operated by the School Board shall be tobacco-free.  
8 *Amended 6/30/92*  
9

10 1.19.2 Effective July 1, 1991, all new School Board worksites, including buildings and  
11 grounds shall be tobacco free. *Adopted 7/23/91*  
12

13 1.20 PUBLIC RECORDS *Adopted 7/23/91*  
14

15 Public Records means all documents, papers, letters, maps, books, tapes,  
16 photographs, films, sound recordings or other material, regardless of physical form  
17 or characteristics, made or received pursuant to law or ordinance or in connection  
18 with the transaction of official business of any agency.  
19

20 1.20.1 Inspection Procedures  
21

22 A. Every person who has custody of a public record shall permit the record to  
23 be inspected and examined by any person desiring to do so, at any  
24 reasonable time, under reasonable conditions, and under supervision by the  
25 custodian of the public record or his designee.  
26

27 B. All public records which are presently provided by law to be confidential or  
28 prohibited from being inspected by the public are exempt from inspection or  
29 duplication.  
30

31 1.20.2 Duplication Fees  
32

33 A. When a copy of a public record is requested, the custodian of the record, or  
34 his designee, is authorized to furnish a copy of the record. Reproduction of  
35 public records is to be done on the School Board premises.  
36

37 B. The custodian shall furnish a copy of the public record upon payment of  
38 fifteen cents (15¢) per one-sided copy or twenty cents (20¢) for each two-  
39 sided duplicated copy of not more than 14" by 8 1/2". For all other copies,  
40 the charge shall be the actual cost of duplication, but not less than the above  
41 charges. *Amended 7/21/98*  
42

43 C. A fee of one dollar (\$1.00) shall be charged for certification of a public  
44 record, using the District Seal.  
45

46  
47 D. If the nature or volume of the public records requested to be inspected,  
48 examined or copied requires extensive use of information technology  
49 resources and/or extensive clerical or supervisory assistance by District  
50 personnel, the District may charge, in addition to the above, a special  
51 service charge which shall be reasonable and shall be based upon the cost  
52 incurred by the District.  
53

54 E. If requested, the custodian will mail public records by a method of the

1                   custodian's choice. The records will not be mailed until the custodian  
2 receives the actual cost of the mailing and duplication charges from the  
3 person requesting the duplicated records. However, the requester may pick  
4 up the public records at any time in lieu of paying for mailing costs.  
5 Transcripts as described in section 6.4K(2) of these Rules shall be mailed at  
6 no charge.       *Adopted 7/21/98*

7  
8 **1.21 AIDS/HIV TESTING**                   *Adopted 6/29/93*

9  
10 This policy applies to all present employees of the School Board and applicants for  
11 positions with the School Board who are or may be HIV positive or have or may  
12 have AIDS.

- 13  
14 A. Employees who are HIV positive or have AIDS will remain in their jobs as  
15 long as they are able to perform the essential functions of the job with  
16 reasonable accommodation.
- 17  
18 B. The School Board may not require an employee or applicant to take an HIV-  
19 related test as a condition of hiring, promotion or continued employment  
20 unless the absence of the HIV infection is a bona fide occupational  
21 qualification for the job in question. Nor may the School Board segregate  
22 or classify an employee in such a way so as to deprive the employee of  
23 employment opportunities or affect his or her status as an employee, or  
24 otherwise discriminate against any employee with respect to compensation,  
25 terms, conditions, or privileges of employment, on the basis of the results  
26 of an HIV-related test, unless the absence of HIV infection or AIDS is a  
27 bona fide occupational qualification for the job in question.
- 28  
29 C. The School Board may not require an HIV-related test unless it is necessary  
30 to ascertain whether the employee is able to currently perform essential  
31 duties of the job in a reasonable manner or whether an employee will  
32 present a significant risk of transmitting HIV infection or AIDS to other  
33 persons in the course of normal work activities. The safety of students and  
34 other employees shall be of paramount concern to the School Board with  
35 respect to these issues. However, the test will not be administered unless  
36 there are no reasonable accommodations short of requiring the test.
- 37  
38 D. The School Board may take job action against an employee, as permitted by  
39 law, where an employee is unable to perform the essential requirements of  
40 his or her job, with reasonable accommodations, or for refusal to take an  
41 examination or test directed by the Board.

42  
43 **1.22 ZERO TOLERANCE FOR WORKPLACE VIOLENCE**       *Adopted 6/17/97*

- 44  
45 A. Employees shall not engage in speech, conduct, behavior, verbal or  
46 nonverbal, or commit any act of any type which is reasonably interpreted as  
47 abusive, profane, intolerant, menacing, intimidating, threatening, or  
48 harassing against any person in the workplace.
- 49  
50       "Person" means any natural person, including an employee, student, parent,  
51 or guardian.
- 52  
53 B. "Workplace" means any place where job performance is implicated,  
54 including but not limited to, any facility owned and operated by the School

1 Board, during travel to and from any educational facility, attendance at any  
2 school related or school sponsored function, and any environment where  
3 the reputation and credibility of the School District may be impaired by  
4 inappropriate conduct.  
5

6 C. Each employee must report to his or her immediate supervisor any violation  
7 of this policy. If, for any reason, an employee believes that he or she  
8 cannot report a violation of this rule to the immediate supervisor, the  
9 complaint must be filed with the Superintendent.

10  
11 D. Violation of this policy by an employee will subject that employee to  
12 disciplinary action up to and including termination from employment.

13  
14 E. The Superintendent shall establish procedures for the implementation of this  
15 policy.

16  
17 Auth. 231.001 & 230.23(5), FS



# Table of Contents

## Chapter 2

### District Financial Administration

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1 **2.0 DISTRICT FINANCIAL ADMINISTRATION**

2  
3 **2.1 GOALS**

4 The Board shall:

- 5  
6  
7 A. Provide professionally trained personnel to assist the Superintendent and  
8 Board in administering the fiscal aspects of the District and local school  
9 program.  
10  
11 B. Utilize a uniform system of financial accounting as prescribed by the Florida  
12 Statutes, State Board Regulations, the Auditor General's office and the  
13 Board's Rules.  
14  
15 C. Implement a long-range plan of programming, planning and budgeting,  
16 including cost analysis at time intervals consistent with statewide schedules  
17 of adoption.  
18  
19 D. Develop district-wide administrative services which promote greater  
20 operational efficiency and financial economy.

21  
22 Auth: 230.22, F.S. Imple: 237.01, 237.34 and 230.22(5), F.S.

23  
24 **2.2 BUSINESS OPERATIONS**

25  
26 **2.2.1 District Financial Records**

- 27  
28 A. The Superintendent shall be responsible for keeping adequate records and  
29 accounts of all financial transactions as prescribed by the Commissioner of  
30 Education.  
31  
32 B. The expenditure of all state, local and federal funds shall be so accounted on  
33 a school-by-school and District-aggregate basis in accordance with the  
34 manual developed by the Department of Education, or as provided by law.  
35 The School Board, in cooperation with the Department, shall plan mutually  
36 compatible programs for the refinement of cost data and the improvement of  
37 the accounting and reporting system.  
38  
39 C. The School Board shall report on a District-aggregate basis expenditures for  
40 inservice training pursuant to subsection (3) of Section 236.081, Florida  
41 Statutes, and for categorical programs as provided in subsection (5) of  
42 Section 236.081.  
43  
44 D. The Board shall report on a school-by-school and on a District-aggregate  
45 basis expenditures for each program set forth in subsection (1)(c) of Section  
46 236.081, Florida Statutes.  
47  
48 E. The Superintendent is authorized to develop internal forms, establish  
49 subsidiary records, establish cut-off dates and develop any other operational  
50 procedure that he deems necessary to ensure sufficient control and  
51 effectiveness, except that such procedures shall not be contrary to State  
52 Board Regulations. These actions must be published and distributed in  
53 sufficient time prior to the effective date to ensure an orderly transition.

54  
55 Auth: 320.22, F.S. Imple: 237.01 and 237.34, F.S.; and SBR 6A-1.01

1 2.2.2 District School Budgets

2  
3 A. Annual Budget

4  
5 The annual budget shall be prepared, advertised, presented at a public  
6 hearing, adopted by the Board, and submitted to the Commissioner of  
7 Education in accordance with State Board Regulation 6A-1.002 and Chapter  
8 237, Florida Statutes. *Amended 6/30/92*

9  
10 B. Budget Amendments *Revised 11/7/95*

11  
12 Expenditures may temporarily exceed the amount budgeted by function and  
13 object pending approval of budget amendments by the Board. Budget  
14 amendments will be presented to the Board for approval within ninety (90)  
15 days of an overexpenditure by major function and object or by the due date  
16 of the Annual Financial Report, whichever occurs first.

17  
18 Amendments to the Special Revenue-Other Fund will be considered  
19 approved by the School Board at the time the Board approves an entitlement  
20 grant where the grant application includes a budget summary.

21  
22 Impl: 237.02(3), F.S.; 6A-1.006, FAC.

23  
24 C. Financial Statements

25  
26 In addition to other financial reports required by law or by State Board  
27 Regulations, the Superintendent shall submit to the Board a monthly  
28 financial statement, as prescribed by the Board.

29  
30 D. Capital Improvement Fund *Amended 7/2/96*

31  
32 The Board shall establish a depository account into which shall be deposited  
33 proceeds and interest earned from the sale of school district bonds as  
34 required by State Requirements for Educational Facilities.

35  
36 Separate project accounts or construction accounts shall be kept for all  
37 capital outlay projects subject to the provisions of Section 235.26(4). F.S.,  
38 in accordance with State Board Rule 6A-1.011. *Amended 6/30/92*

39  
40 Auth: SREF Chapter 2.1(3).

41  
42 E. Execution of Budget

43  
44 It shall be the duty of the Superintendent and the School Board to take  
45 whatever action is necessary during the fiscal year to keep expenditures and  
46 obligations within the budgeted income in accordance with State Board  
47 Regulation 6A-1.007.

48  
49 F. Purchasing Policies

50  
51 The Superintendent is directed to centralize the purchasing activities of the  
52 District within the guidelines and requirements of State Board Rule 6A-  
53 1.012. All purchases shall be made through the Purchasing Department of  
54 the Board except to the extent expressly noted hereinafter.

1 The Superintendent shall publish a Purchasing Manual defining guidelines  
2 and procedures for conducting the function of purchasing in accordance  
3 with the policy stated herein and consistent with State Board Rule 6A-  
4 1.012.  
5

6 (1) Purchase Orders and Contracts *Revised 6/28/94*  
7

8 (a) School Board Approval Required  
9

10 All purchases except petty cash purchases and those  
11 otherwise authorized herein will be based on purchase orders  
12 issued by the Purchasing Department of the School District.  
13 All purchase orders and contracts equal to or exceeding the  
14 amount requiring bids according to State Board Rule 6A-  
15 1.012(6), must be approved in advance by the School  
16 Board.  
17

18 (b) Purchasing Department to Issue Purchase Orders for  
19 Purchases Between \$1,000.00 and the Dollar Amount at  
20 Which School Board Approval is Required. Other  
21 Designees Authorized to Issue Purchase Orders Less Than  
22 \$1,000.00 *Amended 7/21/98*  
23

24 Pursuant to State Board Rule 6A-1.012, the School Board  
25 designates the Superintendent and his designees in the  
26 Purchasing Department of the School District to approve  
27 purchase orders up to the amount requiring bids according to  
28 State Board Rule 6A-1.012(6). All purchase orders equal to  
29 or exceeding \$1,000.00 but less than the amount requiring  
30 School Board approval must be issued through the School  
31 District Purchasing Department, and approved in writing by  
32 the Superintendent or his authorized designee in the  
33 Purchasing Department. The Superintendent is authorized to  
34 designate employees outside the Purchasing Department to  
35 issue purchase orders less than \$1,000.00 or any lesser  
36 amount established by the Superintendent. The  
37 Superintendent or designee will not execute any purchase  
38 orders or contracts unless funds to cover the expenditure are  
39 authorized by the budget, have not been encumbered, and  
40 the purchase and purchasing procedure are in compliance  
41 with all applicable rules and regulations.  
42

43 Principals and District Level Administrators are authorized to  
44 enter into contracts to be paid from or into internal funds,  
45 and contracts which do not involve the expenditure of funds,  
46 so long as those contracts comply with this rule. The  
47 Principal or District Level Administrator is authorized to  
48 enter into contracts, which involve the expenditure of funds  
49 which are not internal funds so long as those contracts do  
50 not exceed \$1000.00 in monetary impact. If the monetary  
51 impact is greater than \$1000.00 and less than or equal to the  
52 amount requiring bids according to State Board Rule 6A-  
53 1.012(6), then the Superintendent is authorized to approve  
54

1 the contract and that contract will be reported to the School  
2 Board. If the monetary impact is greater than the amount  
3 requiring bids according to State Board Rule 6A-1.012(6),  
4 then it must be approved in advance by the School Board.  
5

6 Contracts will be consistent with the best interests of the  
7 School District and will provide adequate financial protection  
8 for the District. The terms of the contracts will not violate  
9 the code of ethics for public officers and employees, Chapter  
10 112, Florida Statutes. The School Board may adopt  
11 standard provisions which will be circulated to Principals  
12 and Administrators. If a contract is not consistent with the  
13 standard contract provisions, it must be approved by the  
14 School Board.  
15

16 (c) State Price List  
17

18 As required by Section 230.23, subsection (10)(j), Florida  
19 Statutes, consideration shall be given to price agreements  
20 and state contracts available under regulations of the  
21 Department of Management Services, Division of  
22 Purchasing.  
23

24 (d) Purchasing Department is Responsible to Develop Product  
25 Specifications  
26

27 The Purchasing Department of the School District shall have  
28 the sole responsibility and authority to develop specifications  
29 for services or products to be purchased. The Purchasing  
30 Department shall work in consultation with other employees  
31 of the District and its consultants where necessary to develop  
32 specifications, and it shall be the responsibility of the  
33 Purchasing Department to assure to the greatest extent  
34 possible the standardization of specifications on a District-  
35 wide basis so that the greatest efficiency in volume  
36 purchasing may be achieved.  
37

38 (e) Scope of Transactions Covered by this Policy  
39

40 For the purpose of this policy, the term "purchase order" or  
41 "contract" shall mean any purchase order, contract  
42 agreement, lease, or other pledge or encumbrance, wherein  
43 the School Board is obligated to pay a sum of money in  
44 consideration of its receipt of any goods or products whether  
45 tangible or intangible, or services, except services performed  
46 by employees in the course of their employment with the  
47 Board, travel reimbursements and purchases from internal  
48 accounts, which are excluded from the scope of this policy.  
49 In determining whether a purchase exceeds any applicable  
50 threshold dollar value stated in this policy, including the  
51 value requiring competitive bidding, it shall be improper to  
52 break-out into separate purchase orders any goods or  
53 services or combination of goods or services, which should  
54 reasonably be viewed as a single acquisition at the time of  
the initial purchase order.

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(2) Bids and Price Quotations Amended 6/29/93, 6/28/94 & 7/2/96

- (a) Sealed bids shall be requested for all authorized purchases equal to or exceeding the amount requiring bids according to State Board Rule 6A-1.012(6), or such lesser amount as may be established by the Superintendent, except those specifically exempted by State Board Rules, Department of Education guidelines or Florida Statutes. Bids shall be publicly opened and tabulated by the Purchasing Department at a preannounced time and place. The Purchasing Department shall work in consultation with other staff members, departments, schools, and the District's consultants where necessary to evaluate the proposals and to make a recommendation to the School Board as to the award of the contract. Amended 6/17/97
- (b) The Board shall have the authority to reject any or all bids and request new ones. In acceptance of bids, the Board shall act in compliance with State Board Regulation 6A-1.012.
- (c) Whenever practical, items for which a District bid has been awarded shall be purchased from the vendor to whom the bid has been awarded.
- (d) Food items for the District Food Service operation shall be purchased following sealed bid procedures with the exception that they be awarded by the Superintendent and the results presented to the Board for information in the consent agenda.
- (e) Written, including facsimile, quotes shall be requested from at least three (3) sources for all authorized purchases exceeding one thousand dollars (\$1,000) except for items specifically exempted by State Board Regulations. Amended 6/17/97

Auth. 237.02(1)(a). FS

(3) Resolution of Bid Protests Revised 6/28/94

The School Board hereby adopts the procedure specified in Florida Statutes, Section 120.57(3) for the resolution of bid protests subject to the following:

- (a) The bid tabulation shall be posted at the location where the bids were opened within a reasonable period of time after the opening of the bids.
- (b) The Director of Purchasing or designee shall notify all bidders that:

1 "Failure to file a protest within the time prescribed in Section  
2 120.57(3), Florida Statutes shall constitute a waiver of  
3 proceedings under Chapter 120, Florida Statutes."  
4

5 This notice shall be prominently posted in writing at the  
6 place where bid tabulations are posted.  
7

- 8 (c) Any person with a perception of being adversely affected by  
9 the award of a bid by the School Board or the  
10 recommendation of the Director of Purchasing or other  
11 responsible employee of the School Board shall file with the  
12 Director of Purchasing as agent for the School Board a  
13 notice of protest in writing within 72 hours after the posting  
14 of the bid tabulations or after receipt of the notice of the  
15 School Board decision or intended decision, whichever  
16 occurs first, and shall file a formal written protest within ten  
17 (10) days after the date he or she has filed the notice of  
18 protest. With respect to a protest of the specifications  
19 contained in an invitation to bid or in a request for proposals,  
20 the notice of protest shall be filed in writing within 72 hours  
21 after the receipt of notice of the project plans and  
22 specifications or intended project plans and specifications in  
23 an invitation to bid or request for proposals, and the formal  
24 written protest shall be filed within ten (10) days after the  
25 date the notice of protest is filed. Failure to file a notice of  
26 protest or failure to file a formal written protest shall  
27 constitute a waiver of proceedings under Chapter 120,  
28 Florida Statutes. The School Board may, in its discretion,  
29 waive any procedural irregularity or defect in procedures so  
30 long as any opposing party is not materially prejudiced by  
31 such waiver.  
32

33 The provisions specified herein constitute the exclusive  
34 remedy for any adversely affected party with respect to a bid  
35 protest. The formal written protest shall state with  
36 particularity the facts and law upon which the protest is  
37 based.  
38

- 39 (d) Upon receipt of the formal written protest which has been  
40 timely filed, the School Board shall stop the bid solicitation  
41 process or the contract award process until the subject of the  
42 protest is resolved by final agency action, unless the School  
43 Board, by duly enacted resolution sets forth in writing the  
44 particular facts and circumstances which require the  
45 continuance of the bid solicitation process or the contract  
46 award process without delay in order to avoid an immediate  
47 and serious danger to the public health, safety or welfare.  
48

49 The School Board finds that a substantial interest in the  
50 public welfare is the timely award of contracts when required  
51 as a condition of receiving grants or funds from outside  
52 sources which will be in addition to the regular school  
53 budget.  
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(e) The School Board shall conduct an informal administrative hearing, under Section 120.57(2), Florida Statutes, acting as the agency head, where there are no disputed issues of material fact. The informal hearing shall be held within seven days, excluding Saturdays, Sundays and legal holidays of receipt of the formal written protest, unless the parties, with the consent of the School Board, agree to extend the time for the hearing. The School Board shall have the right to schedule the hearing subject to these provisions.

The School Board, under Section 120.57(1)(a), Florida Statutes, declares that it shall act as the agency head for purposes of a formal hearing of the bid protest where there are disputed issues of material fact. The hearing shall be conducted where there are disputed issues of material fact within 15 days of the formal written protest. The School Board shall have the right to schedule such hearing within the 15-day period. The Board finds it is essential to its orderly function that it act as the quasi-judicial body to consider bid protests. *Amended 6/17/97*

Auth. 120.57(3)(a), FS

(4) Proposals

Bids may not be required for the purchase of professional, contractual, or insurance services except where required by Florida Statutes; however, proposals in writing shall be requested for all such services. Proposals shall also be requested for contract services to students, including those for school pictures, graduation supplies and such items as class rings.

(5) Pool Purchases

Pool purchases with other districts, the State Department of Education, or other governmental agencies are authorized if such purchasing is an advantage to the District. Pool purchases shall require agreements as stated in State Board Regulation 6A-1.013.

(6) Property Records

Acquisition, supervision, control, transfer, and disposal of all tangible personal property owned by the School Board shall be done in accordance with Chapter 274, Florida Statutes and Chapter 10.40 of the Rules of the Auditor General. The Superintendent is authorized to publish a Property Records Manual and Surplus Property Manual defining guidelines and procedures for conducting the function of maintaining Property Records in the District.

(7) Multi-Year Contracts *Revised 6/17/97*

Term contracts are subject to the availability of lawfully appropriated funds. Term contracts may be written from fiscal year to year where

1 the following statement is included in the contract: The School  
2 Board's performance and obligation to pay under this contract is  
3 contingent upon an annual appropriation by the School Board.  
4

5 The term "contract" when used in this section shall not apply to  
6 intergovernmental or interlocal agreements.  
7

8 Auth. 237.02(1)(a) & 237.161, FS  
9

10 (8) Hazardous Purchases *Adopted 6/30/92*  
11

12 The purchase of chemicals for use in Science Labs and Art  
13 classrooms and the purchase of playground equipment must be  
14 authorized by the Risk Management Department to ensure that  
15 proper safety standards are met.  
16

17 (9) Purchasing Cards *Adopted 7/21/98*  
18

19 The Superintendent is authorized to issue procedures governing the  
20 use of purchasing cards to delegate authority to individuals to make  
21 purchases of up to \$1,000.00 with purchasing cards.  
22

23 Improper use of such cards, failure to provide documentation of  
24 purchases, or other violations of such procedures shall be grounds  
25 for disciplinary action up to and including termination.  
26

27 G. Capital Outlay *Amended 6/30/92 & 7/2/96*  
28

29 The Capital Outlay Fund shall be administered in accordance with State  
30 Requirements for Educational Facilities and any other regulations governing  
31 capital outlay funds and expenditures.  
32

33 (1) School Plant Survey *Amended 7/2/96*  
34

35 If at any time there is reason to believe that conditions in the District  
36 have changed so that the conditions of the most recent survey have  
37 become obsolete and invalid, the Board may arrange for a new  
38 survey and prepare a new priority list in accordance with the  
39 provisions of State Requirements for Educational Facilities.  
40

41 Auth: SREF, Chapter 3.1.  
42

43 (2) Cooperative Use of Facilities  
44

45 The School Board may participate with one or more adjacent school  
46 districts in a cooperative project to establish a common school  
47 facility to accommodate pupils residing in the respective districts. In  
48 this event the cooperating district shall:  
49

- 50 a. Adopt and submit to the Commissioner of Education a joint  
51 resolution indicating their commitment to the utilization of  
52 the requested facility.  
53  
54

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- b. Request the Commissioner to have a school facility needs survey conducted to determine the school facility necessary for the proposed use; and
- c. Designate the school district in which the facility is to be located and which is to assume responsibility for the operation, maintenance, and control of the facility.

All facilities established pursuant to this section shall maximize the use of modular and relocatable units.

235.42(9), 235.22, 235.195, F.S.

(3) Contract Administration *Adopted 7/2/96*

The Superintendent shall establish and maintain a program for construction contract administration. The program shall assure that insurance required under the contract is in place in a form acceptable to the District; that certificates of insurance and insurance policies meet contract specifications; that any surety bond requirements are obtained according to the contract; that the insurance bonding requirements are maintained throughout the required term of the contract; and that any warranties required by the contract are issued.

(4) Change Orders *Adopted 7/2/96*

The School Board may authorize the Superintendent to approve change orders in the name of the Board where the monetary impact is less than \$10,000. These approvals are for the purpose of expediting the work in progress and shall be reported to the Board and entered in its official minutes. The monetary limit applies to each issue or matter and an issue or matter may not be divided into separate issues or matters to avoid the requirement of School Board approval.

(5) Retainage on Construction Projects *Amended 7/2/96*

Construction contracts shall specify a retainage of 10% to be held until the Certificate of Final Inspection (CFI) is approved by the Uniform Building Code Inspector (UBCI) and approved by the Board. Release of retainage shall not include sums necessary for punch list items. Retainage on contracts may be reduced only by the direction of the Board.

H. General Operating Petty Cash Accounts *Amended 6/30/92 & 6/27/95*

The Superintendent and each principal and support service administrator (food services, maintenance, transportation and media center) are authorized to maintain a petty cash fund not to exceed four hundred dollars (\$400) each for the purpose of making small expenditures for the operation of his office. Petty cash funds shall be kept separate from all other funds. The maximum one time disbursement from petty cash shall be thirty-five dollars (\$35).

1 The Board may reimburse the petty cash fund as often as necessary upon  
2 the presentation of receipts equal to the amount of the requested  
3 reimbursement. These funds shall never be used as a loan or advancement  
4 to anyone and shall not be used to cash a personal check. The petty cash  
5 fund shall be replenished at the close of business on the last working day of  
6 the fiscal year.

7  
8 The District Purchasing Manual shall include procedures for the operation of  
9 petty cash accounts.

10  
11 I. Fidelity Bonds

12  
13 Each and every official or other person responsible for handling or  
14 expending school funds or property shall be adequately bonded at all times  
15 in the amount specified in and in accordance with State Board Regulation  
16 6A-1.692.

17  
18 J. Workers' Compensation

19  
20 All employees of the School Board of Osceola County, Florida are entitled  
21 by law to the benefits of Workers' Compensation, as provided in Chapter  
22 440, Florida Statutes. *Amended 7/23/91*

23  
24 In the event of accidental injury, a Notice of Injury, prepared in accordance  
25 with directions from the Risk Management Department, on forms provided  
26 by that department, shall be filed the first (1st) working day following the  
27 accident by the principal or department head.

28  
29 If an employee has sustained an injury/illness in the course and scope of his  
30 employment and the authorized treating physician has stated in writing that  
31 the employee is able to return to work with restrictions, the Risk  
32 Management Department may assign the employee to light duty. If the  
33 immediate supervisor cannot accommodate the restrictions, the Risk  
34 Management Department will coordinate with the Personnel Department for  
35 placement into one of the Board approved light duty positions with a salary  
36 commensurate with the job assignment. Light duty is a temporary  
37 assignment not to exceed six (6) months. However, in the case of injury  
38 occurring under such circumstances as in the opinion of the School Board  
39 warrants it, an additional light duty assignment may be granted.  
40 *Adopted 7/23/91*

41  
42 An employee who has been assigned a permanent impairment rating shall  
43 receive consideration for open positions within the School District, provided  
44 the employee is qualified for the position. If there are no positions available  
45 for which the employee is qualified, the employee will be terminated and be  
46 eligible for wage loss as required by the workers' compensation statutes.

47  
48 Auth: 230.22, F.S.

49  
50 Imple: 237.01, 237.02, 237.041, 237.071, 237.081, F.S.; SBE  
51 Regulations 6A-1.02, 6A-1.03, 6A-1.06, and 6A1.08; 230.22(5),  
52 F.S.; 236.084 and 236.035,F.S., and SBE Regulation 6A-1.09;  
53 236.02, F.S.; 237.101, F.S. and SBE Regulation 6A-1.07; SBE  
54 Regulation 6A-1.12, and 230.23(10)(j), F.S.; SBE Regulation

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6A-7.42(2)(g)2, and 228.195,F.S.; SBE Regulation 6A-1.13; SBE Regulations 6A-1.15, 6A-1.29 and 6A1.30, 229.053 and 229.512,F.S.; 236.612,F.S., and SBE Regulations 6A1.301 and 6A-1.34; SBE Regulation 6A1.57; SBE Regulation 6A-1.692, and 237.191,F.S.; 237.34,F.S. and SBE Regulation 6A1.87 and 6A1.85; 233.46(1), 215.19 and Chapters 230, 235, 274, and 440, F.S.

K. Reporting Claims or Potential Claims Against the School Board  
*Adopted 6/17/97*

All employees of the School District shall immediately notify their administrator or supervisor of all claims made, or potential claims which may be made, against the School Board of Osceola County, Florida, its agents, representatives, or employees. For the purposes of this procedure, the terms "claim" and "potential claim" shall include, but not be limited to, Equal Employment Opportunity Commission complaints, Florida Commission on Human Relations complaints, Office of Civil Rights complaints, letters sent pursuant to §768.28, Florida Statutes, requests for due process hearings under IDEA, letters threatening litigation or legal action of any kind, and subpoenas for deposition or for trial.

"Claim" and "potential claim" do not include claims which the employee has brought or plans to bring against the District himself or herself.

All administrators shall notify Risk Management in writing of all claims or potential claims against the School Board. The written notice shall be provided the first working day after the administrator becomes aware of the claim or potential claim. The written notice shall also include copies of all documents in the administrator's possession which explain the claim, and the administrator's summary of the events and circumstances surrounding the claim. If the claim was made verbally to the administrator, a summary of the conversation should be reduced to writing, signed by the individual reporting the claim or potential claim, and forwarded to Risk Management with the notice of the claim.

The Superintendent shall establish procedures for the implementation of this policy.

Auth. 230.22 & 230.23(10)(1), FS

2.2.3 Investments *Revised 6/28/94 & 11/7/95*

A. SCOPE

This investment policy applies to funds of the School District of Osceola County, Florida in excess of those required to meet short-term expenses. Excluded are pension funds, trust funds, and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds.

1 B. INVESTMENT OBJECTIVES

2  
3 The District's principal investment objectives, in order of importance, are:

- 4  
5 (1) Safety of capital - no investment will be purchased bearing any  
6 significant risk that the issuer may default or that the value of the  
7 security at the anticipated date of redemption plus income received  
8 will be less than its cost.  
9  
10 (2) Liquidity of funds - no investment will be made that matures after  
11 the anticipated date funds will be needed or that is not readily  
12 marketable.  
13  
14 (3) Investment income - subject to constraints of safety, liquidity, and  
15 permitted investments, investments will be purchased to maximize  
16 the return on funds.  
17

18 C. PERFORMANCE MEASUREMENT

19  
20 In order to assist in the evaluation of the portfolio's performance, the Board  
21 will use performance benchmarks. The use of benchmarks will allow the  
22 Board to measure its returns against other investors in the same markets.  
23 The State Board of Administration's Local Government Surplus Funds  
24 Trust Fund (the "SBA Pool") will be used as a benchmark as compared to  
25 the portfolios' net book value rate of return.  
26

- 27 (1) An established benchmark, with a duration and asset mix which  
28 approximates the Board's portfolio, will be utilized as a benchmark  
29 to be compared to the portfolio's net market value rate of return.  
30  
31 (2) The annual report will show performance on both a book value and  
32 market value return basis and will compare the results to the above-  
33 stated performance benchmarks.  
34

35 D. PRUDENCE AND ETHICAL STANDARDS

36  
37 The Superintendent is authorized to designate employees of the Board to  
38 initiate and authorize investment transactions and to contract for professional  
39 investment advisory services. Employees of the Board and its agents  
40 charged with carrying out investment activities will act in accordance with  
41 the Prudent Person Rule: "Investments should be made with judgment and  
42 care, under circumstances then prevailing, which persons of prudence,  
43 discretion, and intelligence exercise in the management of their own affairs,  
44 not for speculation, but for investment, considering the probable safety of  
45 their capital as well as the probable income to be derived from the  
46 investment." Persons performing investment activities in accordance with  
47 standard and written applicable policies and procedures shall not be  
48 personally responsible for an individual security's credit risk or market price  
49 changes.  
50

51 E. AUTHORIZED INVESTMENTS

52 Permitted investments are limited to the following:  
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- (1) The Local Government Surplus Funds Trust Fund, as created by Section 218.405, Florida Statutes;
- (2) Negotiable direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States Government at the then prevailing market price for such securities;
- (3) Interest-bearing time deposits or savings accounts in banks organized under the laws of this state, in national banks organized under the laws of the United States and doing business and situated in this state, in savings and loan associations which are under state supervision, or in federal savings and loan associations and credit unions located in this state and organized under federal law and federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law;
- (4) Obligations of the federal farm credit banks; the Federal Home Loan Mortgage Corporation, including Federal Home Loan Mortgage Corporation participation certificates; or the Federal Home Loan Bank or its district banks or obligations guaranteed by the Government National Mortgage Association.
- (5) Obligations of the Federal National Mortgage Association, including Federal National Mortgage Association participation certificates and mortgage pass-through certificates guaranteed by the Federal National Mortgage Association; or
- (6) Securities of, or other interest in, any open-ended or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80A-1 et seq., provided the portfolio of such investment company or investment trust is limited to United States Government obligations and to repurchase agreements fully collateralized by such United States Government obligations and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.
- (7) Repurchase agreements fully collateralized by obligations of the U.S. Treasury or federal agencies as described in sections (2), (4) and (5) above.

F. MATURITY AND LIQUIDITY REQUIREMENTS

The investment portfolio shall be structured to provide sufficient liquidity to pay obligations as they come due. To the extent possible, investment maturities will be timed to coincide with known cash needs and anticipated cash flow requirements.

G. PORTFOLIO COMPOSITION

Individual securities with maturity dates in excess of five years may be purchased only with advance approval of the Board.

1  
2 H. RISK AND DIVERSIFICATION  
3

4 The portfolio shall be diversified to avoid incurring unreasonable risks  
5 regarding specific security types or individual financial institutions.  
6

7 I. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS  
8

9 Reputable securities brokers and dealers may be utilized in acquiring  
10 investment securities, provided that any professional investment advisor  
11 employed by the Board may not act as a broker/dealer for trades with the  
12 Board.  
13

14 J. THIRD-PARTY CUSTODIAL AGREEMENTS  
15

16 All securities purchased by the Board will be held by a third-party  
17 custodian. Third-party custodial agreements will be approved by the Board.  
18 Withdrawals of securities may be made only by the Superintendent or other  
19 employee of the Board as authorized by the Superintendent.  
20

21 Securities transactions between a broker-dealer and the custodian involving  
22 the purchase or sale of securities by transfer of money or securities must be  
23 made on a delivery vs. payment basis.  
24

25 K. DERIVATIVES AND REPURCHASE AGREEMENTS  
26

27 All repurchase agreements will adhere to the requirements of a Master  
28 Repurchase Agreement which will be entered into between the Board and  
29 each financial institution or dealer prior to any repurchase agreement  
30 transactions.  
31

32 Reverse repurchase agreements and investments in any derivative products  
33 are specifically prohibited.  
34

35 L. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS  
36

37 After the type of investment to be purchased has been selected by the  
38 investment advisor or designated staff member and when feasible and  
39 appropriate, competitive bids will be solicited from a minimum of three  
40 banks and/or dealers. Bids will be held in confidence until the purchase is  
41 awarded.  
42

43 (1) However, in circumstances which, in the judgment of the  
44 investment advisor or designated staff member, competitive bidding  
45 would inhibit the selection process, securities may be purchased  
46 utilizing the comparison to current market price method. Examples  
47 of conditions when this method may be used include:  
48

- 49 a. When time constraints due to unusual circumstances  
50 preclude the use of the competitive bidding process.  
51  
52 b. When no active market exists for the issue being traded due  
53 to the age or depth of the issue.  
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- c. When a security is unique to a single dealer, for example, a private placement.
  - d. When the transaction involves new issues or issues in the “when issued” market.
- (2) Acceptable current market price providers include, but are not limited to:
- a. Telerate Information System.
  - b. Bloomberg Information System.
  - c. The Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing.
  - d. Daily market pricing provided by the Authority’s custody agents or their correspondent institutions.
- (3) Overnight sweep investment agreements will not be bid, but may be placed by the depository bank relating to the demand account for which the sweep agreement is in effect.

M. INTERNAL CONTROLS

The Assistant Superintendent for Business and Fiscal Services shall establish a system of internal controls to ensure the integrity of the investment process. All investment transactions shall be supported by written evidence such as a confirmation ticket issued by the broker/dealer. The controls shall be designed to prevent loss of public funds due to fraud, error, and misrepresentation by third parties, or imprudent actions by an employee of the Board. Such controls shall be reviewed by independent auditors each year in conjunction with the District’s audit.

N. REPORTING

A report showing the securities in the investment portfolio by type, book value, income earned, and market value shall be filed with the Board quarterly.

Impl. Sec. 218.415 F.S.

2.3 BUDGETING CONCEPTS AND PROCEDURES

2.3.1 Concept

Sound business management requires careful planning. The preparation and maintenance of the annual budget is a year-around job. To ensure economy and efficiency of the financial operations and to keep expenditures within anticipated receipts, a budget system has been established by Florida Statutes for the control of finances. To be effective and to produce budgetary control that is required and necessary will demand the cooperation of all School Board employees.

1 A good school budget is essentially the financial plans developed to meet the  
2 educational needs. These plans should include expenditures for the next fiscal year  
3 and long-range problems. Budget requirements include both instructional and non-  
4 instructional programs.  
5

6 In formulating the school budget, the principal shall involve the teachers and staff in  
7 curriculum development and in instructional procedures so as to adequately estimate  
8 supply expense, equipment and utility requirements. Plans shall be supported by  
9 statement of purpose, reason for change and summaries of research and experience.  
10 Requests from department heads shall be based on an inventory of school  
11 equipment and supplies, plans and needs for the coming year, and projected long-  
12 term plans.  
13

14 Auth: 230.22, F.S.  
15 Imple: 230.23(10) and 237.041, F.S.  
16

### 17 2.3.2 Budget Review Committee

18 A Budget Review Committee shall be appointed by the Superintendent to serve at  
19 his discretion for the purpose of developing and reviewing the District School  
20 Budget.  
21

22 Auth: 230.22, F.S. Imple: 236.02 and 236.081, F.S.  
23

### 24 2.3.3 School and Department Budgets

25 The Budget Review Committee shall develop an allocation formula for allocating  
26 funds to the schools and departments for development of their operational budgets.  
27 The formula and allocations shall be approved by the Superintendent prior to being  
28 released to school and department heads.  
29

30 In the event the fund balance of the District operational fund is sufficient to ensure  
31 an adequate budget for the succeeding year, the Superintendent may recommend to  
32 the Board as an additional allocation to school and department budgets, any portion  
33 of the school or department's unencumbered balance for the prior year's operation,  
34 not to exceed ten percent (10%) of their total budget, excluding salaries and benefits  
35 in the 5,000 and 6,000 functions.  
36

37 Auth: 230.22, F.S. Imple: 236.081 and 237.071, F.S.  
38

## 39 2.4 SALARY SCHEDULE RULES

### 40 2.4.1 A. Salary Schedule

41 (1) The Board shall, prior to the beginning of the new employment  
42 period for each school fiscal year, adopt and spread on its minutes a  
43 salary schedule for employees of the District in accordance with  
44 State Board Regulation 6A-1.052. When the summer school rate is  
45 based on an experience factor, then such factor shall be the same as  
46 used to compute said employee's pay during the immediately  
47 preceding ten (10) month period.  
48

49 (2) The Board will not expend funds for salary in advance of services  
50 being rendered by the employee. *Adopted 6/17/97*  
51  
52  
53  
54

1 (3) If an employee is not able to perform services required under a  
2 supplementary personnel agreement or similar agreement because  
3 the employee has been suspended, transferred, or is under  
4 investigation, then, the employee is not entitled to compensation  
5 under that agreement. *Adopted 6/17/97*  
6

7  
8 Auth: 231.001 & 236.02, F.S.  
9 Imple: SBE Regulation 6A-1.052

10 B. Salary Corrections

11  
12 Amounts overpaid to employees shall be recovered by deductions from  
13 subsequent salary payments within the same fiscal year that the error is  
14 discovered. The number of subsequent checks to be effected shall be no  
15 greater than the number of checks that contained the error. If an employee  
16 terminates prior to reimbursing the District in full, the remaining balance due  
17 to the Board shall be deducted from the final check. In the event that the  
18 amount due to the Board is greater than the final check, or if the  
19 overpayment occurred on a person who is no longer an employee, recovery  
20 shall be by direct reimbursement and shall be due and payable within thirty  
21 (30) days of notice of the amount due.  
22

23  
24 Auth: 230.22, F.S.  
25 Imple: SBE Regulation 6A-1.052, and 236.02(4), F.S.

26  
27 2.4.2 Payroll Periods

28 Payroll period schedules and pay date schedules shall be adopted annually by the  
29 Board.  
30

31 Auth: 230.22, F.S. Imple: 236.02(4), F.S. and SBE Regulation 6A-1.052

32  
33 2.4.3 Special Retirement Benefits

34 A. Accumulated Sick Leave

35  
36 All personnel eligible to retire as provided by law, shall be entitled to  
37 payment for the maximum accumulated sick leave allowed by law.  
38  
39

40  
41 Auth: 230.22 F.S.  
42 Imple: 231.40 (2)

43  
44 B. Group Insurance

45  
46 All personnel, upon normal retirement, shall be allowed to remain as  
47 participants in any or all group insurance programs provided by the School  
48 Board. Personnel choosing to remain as participants shall be required to  
49 reimburse the Board for the premium in advance of due date according to  
50 the schedule of due dates provided by the Superintendent. When permitted  
51 by Law, the Board may pay so much of this premium as may from time-to-  
52 time be paid for the benefits currently employed personnel.  
53

54 Auth: 230.22, F.S. Imple: 230.33(7), F.S.; SBE Regulations 6A-1.052

1  
2 2.4.4 Deductions  
3

4 No deductions shall be made from the salaries of employees of the Board unless  
5 such deductions are required by law or are approved in writing by the employee to  
6 be affected. Termination of any deduction must be in writing to the Payroll  
7 Department. Deductions for group hospital insurance shall be limited to one (1)  
8 group insurance company.  
9

10 Auth: 230.22, F.S.  
11 Imple: SBE Regulation 6A-1.052 and 236.02(4), F.S.  
12

13 2.4.5 Casual Labor  
14

15 At certain times it may become necessary or desirable for the Superintendent or  
16 principal of a school to request part-time unit work of school personnel, apart from  
17 their regular duties. Such labor shall be paid for on an hourly pay scale through the  
18 regular payroll account after appropriate deductions are made. A monthly report  
19 shall be made to the District office of such unit work and reimbursement to the  
20 employee made by County warrant after the District has been reimbursed from the  
21 appropriate internal fund.  
22

23 Auth: 230.22, F.S.  
24 Imple: SBE Regulations 6A-1.0502 and 6A-1.052 and 231.15, 236.02(4), F.S.  
25

26 2.4.6 Twelve Month Personnel - Holidays - Vacation  
27

28 Administrative personnel and other personnel who are recommended for twelve  
29 (12) month employment by the Superintendent and approved by the School Board  
30 shall observe only those holidays approved by the Board. Such employees may  
31 earn annual vacation, however, as specified in the appropriate chapter of the rules  
32 manual relating to that particular employee.  
33

34 Auth: 230.22, F.S.  
35 Imple: SBE Regulation 6A-1.082; 231.39, 236.02(3), F.S.  
36

37 2.4.7 Request for Payroll Change  
38

39 Any payroll changes requested by personnel must be made in writing to the Finance  
40 Department by the due date for personnel changes on the Board adopted Payroll  
41 Date Schedule. Any change received after that date will be processed on the  
42 following payroll.  
43

44 Auth: 230.22, F.S.  
45 Imple: SBE Regulation 6A-1.052(3) and 236.02(4), F.S.  
46

47 2.4.8 Travel  
48

49 A. Authorization for Travel  
50

51 Overnight Travel - All travel outside of the District that requires the  
52 employee to be away from his official station overnight or for a period of  
53 time that extends for more than one (1) day must be approved in advance by  
54 the Superintendent of Schools or his designated representative on the form

1 provided. No travel outside of the state may be undertaken until  
2 recommended by the Superintendent or his designated representative to the  
3 Board and approved by them.

4 Travel on a Per Day Basis - No travel may be undertaken by an employee  
5 unless approved in advance by the Superintendent of Schools or his  
6 designated representative.  
7

8 The Superintendent may designate certain members of his staff to a  
9 permanent travel status, using an approved form. This will be a blanket  
10 travel authorization for employees to travel as their jobs require on a day-to-  
11 day basis. This excludes overnight travel and meals.  
12

13 All other travel must be on a by-trip basis, approved by the Superintendent  
14 of Schools or his designated representative in advance on an approved  
15 form.  
16

17 B. Reimbursement

18 All personnel and officials of the District shall be reimbursed for any  
19 expenses incurred while on authorized travel not to exceed the maximum  
20 allowed by current laws and SBE rules, the terms of which shall be  
21 disseminated to such personnel by the Superintendent in administrative  
22 memos, effective July 1, 1979.  
23  
24

25 Auth: 230.22(2), F.S.

26 Imple: 112.061, F.S.  
27

28  
29 2.5 GIFTS

30  
31 2.5.1 Gifts to Employees *Amended 6/30/92, Revised 6/17/97*

32 A. "Gift" means anything accepted by a person or on that person's behalf,  
33 whether directly or indirectly, for that person's benefit, and for which equal  
34 or greater consideration is not given. The term includes real property,  
35 tangible personal property or the use of such property; a preferential rate or  
36 term on a transaction which is not available to others similarly situated;  
37 forgiveness of a debt; transportation (unless provided by an agency in  
38 relation to officially approved governmental business); lodging; parking;  
39 food or beverage, including a meal which is consumed at a single sitting or  
40 event; dues, fees, and tickets; plants and flowers; personal services for  
41 which a fee is normally charged by the provider; and any other thing or  
42 service having an attributable value. The term "Gift" does not include  
43 salary, benefits, services, fees, gifts, commissions, or expenses associated  
44 primarily with one's employment as an officer or director of a corporation  
45 or organization; campaign contributions or expenditures pursuant to the  
46 election laws; an honorarium or honorarium expense; an award, plaque, or  
47 certificate given in recognition of public, civic, charitable or professional  
48 service; honorary membership in a service or fraternal organization; and the  
49 use of a public facility or public property made available by a governmental  
50 agency for public purpose.  
51

52 B. "Lobbyist" means any individual, firm, association, partnership,  
53 corporation or any other such group who, for compensation, seeks or  
54

1 sought during the preceding 12 months, to influence the governmental  
2 decision-making, or to encourage the passage, defeat, or modification of  
3 any proposal or recommendation by the employee or the School Board.  
4

5 C. "Solicitation" and "Acceptance of Gifts".  
6

7 An employee shall not solicit or accept a gift from any lobbyist or person,  
8 natural or corporate, doing business or soliciting business with the Board or  
9 any public school within the District based upon any understanding that the  
10 vote, official action, or judgment of the employee would be influenced  
11 thereby.  
12

13 An employee is prohibited from accepting a gift with a value equal to or in  
14 excess of \$100.00 from any lobbyist or person, natural or corporate, doing  
15 business or soliciting business with the Board or any public school within  
16 the District.  
17

18 An employee may accept a gift with a value that is less than \$100.00 from  
19 any lobbyist or person, natural or corporate, doing business or soliciting  
20 business with the Board or any public school within the District, if it is  
21 reported in writing to the Superintendent and reported to the Commission on  
22 Ethics as required under Florida law. An employee need not report a gift in  
23 value equal to or less than \$25.00. Gifts or bonuses which are advertised  
24 as accompanying a purchase of goods, materials, or equipment of any kind  
25 and ordered in the name of the school, District, students or employees of the  
26 Board may be accepted, providing such gifts or bonuses become and remain  
27 the property of the school or the District.  
28

29 D. This section shall not act to prohibit the acceptance of gifts from those  
30 persons who are not lobbyists or persons, natural or corporate, doing  
31 business or soliciting business with the Board or any public school within  
32 the District.  
33

34 E. The willful violation of this Rule by any employee shall be cause for  
35 disciplinary action up to and including dismissal.  
36

37 Auth: 231.001, F.S.  
38

39 2.5.2 Gifts to Schools  
40

41 Gifts or property in excess of \$10, which is donated to the District, the Board, or  
42 any school, must be reported to the Superintendent and accepted by the Board.  
43 Gifts may be received by the Board or any public school within the District from  
44 any source, and such gifts may be tendered to any Board member or employee for  
45 acceptance on behalf of the Board. Such gifts shall be acknowledged within three  
46 (3) working days of receipt by filing with the Superintendent a statement upon a  
47 form approved by the Board, indicating the name and address of the donor, a  
48 description of the gift, the value of the gift as agreed to by donor and recipient, the  
49 name of the recipient, and the date and place of receipt. The gift shall then be  
50 entered upon the inventory list of the District and shall become the property of the  
51 Board, or, if cash, shall be deposited in the appropriate fund. The word "gift" as  
52 used herein, includes any bonus, rebate, refund, gratuity or personal property. The  
53 Superintendent shall transmit all gift reports received to the Board at the next regular  
54 Board meeting.

1 The willful violation of this rule by an employee shall be cause for suspension or  
2 dismissal.  
3

4 Gifts in the form of chemicals for Science Labs or Art Classrooms and playground  
5 equipment must be reported to the Risk Management Department to ensure that  
6 proper safety standards are met. *Adopted 7/23/91*  
7

8 Auth: 230.22, F.S. Imple: 230.23(10), F.S.  
9

10 **2.5.3 Purchase of Awards and Gifts with Budgetary Funds *Amended 6/30/92***  
11

12 The Superintendent may authorize the expenditure of budgetary funds to provide  
13 non-monetary awards such as, but not limited to, plaques, certificates, medals and  
14 ribbons of recognition for outstanding and meritorious service to district  
15 employees, students, school volunteers, or advisors/committee members.  
16 Expenditures for such awards shall not exceed one hundred dollars (\$100.00) per  
17 award unless approved by the School Board in advance. *Amended 6/16/98*  
18

19 Auth: 230.22(2), F.S. Imple: 230.23(5)(g)  
20

21 **2.5.4 Monetary Awards *Adopted 6/30/92***  
22

23 The Board may authorize monetary awards to persons who propose procedures or  
24 ideas which are adopted by the Board and which result in eliminating or reducing  
25 School Board expenditures or improve district or school center operations. No  
26 award granted under the provisions of this rule shall exceed \$1000 or ten (10%)  
27 percent of the first year's gross savings, whichever is less.  
28

29 Auth: 230.22920, F.S. Imple: 230.23(5)(g)  
30

31 **2.6 PROMOTIONS AND PUBLIC RELATIONS FUNDING**  
32 *Amended 3/4/97 & Reviewed 6/17/97*  
33

34 A. Schools are authorized to spend internal account funds generated by  
35 auxiliary enterprise(s) and undesignated gifts on promotions and public  
36 relations as defined in State Board Regulations. Such funds generated by  
37 students can only be disbursed for activities involving students or their  
38 parents.  
39

40 School internal account funds may not be spent on the hospitality of  
41 business guests.  
42

43 B. The Superintendent is authorized to expend funds derived from auxiliary  
44 enterprises and undesignated gifts for promotions, public relations and  
45 hospitality of business guests provided that the purpose of the expenditure  
46 is to directly benefit the District or be in the best interest of the District.  
47 Expenditures for promotion and public relations include, but are not limited  
48 to, those activities in the State Board Rules.  
49

50 Disbursements for the hospitality of business guests cannot exceed the  
51 limits found in State Board Rules.  
52

53 Auth: 230.23 & 237:046, F.S.  
54

1  
2 2.7 USE OF SCHOOL BOARD OWNED OR LEASED VEHICLES  
3 *Amended 7/2/96*

4  
5 Use of School Board owned or leased vehicles by employees for personal purposes  
6 is not permitted. Use of any such vehicle, except school buses, for commuting  
7 between an employee's residence and post of duty is specifically prohibited.  
8 Exceptions to this rule must be approved by the Superintendent.

9  
10 Auth: 230.22(2)F.S.

11  
12 2.8 PAYMENT OF PROFESSIONAL MEMBERSHIP DUES

13  
14 The Superintendent may authorize the expenditure of budgetary funds to provide  
15 professional membership to non-profit educational and community organizations on  
16 behalf of a school or the school district.

17  
18 School Board budgetary funds shall not be used for the purpose of purchasing an  
19 individual membership in a professional organization.

20  
21 Auth: 230.22(2) F.S. Imple: 230.23(10)(j)

22  
23 2.9 INTERNAL ACCOUNTS

24  
25 2.9.1 Principles

26  
27 A. School Organizations are those whose existence is derived from the school  
28 program or from personal associations in the school setting. Members  
29 normally consist of students. Adult leadership, in the form of teacher,  
30 coach, or sponsor, and space and equipment are normally provided by the  
31 School District. Bands, choruses, other music classes, and combined  
32 groups involving more than one such organization from the same school or  
33 from different schools are included. Football, basketball, and all athletic  
34 teams fielded by the school are included. All student classes and clubs with  
35 a Board employee as sponsor approved by the Principal to meet on school  
36 grounds are included. Any group with funds on deposit in internal accounts  
37 is included.

38  
39 The receipts of all school organizations, regardless if derived on or off  
40 school grounds, or during or outside the normal school day, will be  
41 deposited in internal accounts. Parking fees, concession stand sales,  
42 program sales, etc., that are derived from performances by school  
43 organizations and athletic events will be deposited to the internal account of  
44 that organization unless another school organization or school-related  
45 organization conducts the sale and is authorized by the Principal to receive  
46 the proceeds. Admission charges will be deposited to internal accounts.  
47 Financial operations of all school organizations will be subject to state and  
48 local rules governing internal accounts.

49  
50 B. School-Related Organizations (or organizations operating in the name of the  
51 school) are those holding themselves out to be associated with or supporting  
52 a school or school organization but not meeting the definition of school  
53 organization. Included are PTO's, Band Booster organizations, and  
54 Athletic Booster organizations.



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All such organizations will maintain their financial records on the same fiscal year as the School District. Annual Reports will be filed with the Board in the format prescribed by the Accounting Department by the due date for the District's Annual Financial Report established in State Board Rules.

School-related organizations may not make payments directly to Board employees for services covered by Board-approved salary schedules. Any such payments must be processed through the District's payroll system and be in accordance with rules of the Board. No payments may be made in excess of the Board-approved salary schedule.

No school-related organization may solicit funds in a manner implying that such funds will become property of the school unless such funds are deposited directly in internal accounts.

No school-related organization may utilize students in door-to-door sales or solicitations. School-related organizations may not solicit contributions from the general public through the mail.

With the Principal's permission, school-related organizations may collect funds on campus for their own accounts before or after the students day or during lunch. *Amended 7/23/91*

A maximum of one fund raising activity per semester by school-related organizations may be permitted on campus during the student day. Use of school facilities requires the recommendation of the Superintendent and Principal, and approval of the School Board as prescribed in School Board Rule 3.12.A.2.

The Principal may veto activities of school-related organizations that are in conflict with the school program or detrimental to the reputation of the school.

Failure to comply with these rules will disqualify the organization from using the school name, from using any school facility, and from making any contribution, in kind or monetary, to the District or any school or school organization.

C. External Organizations include any individual or group not described in A or B above. No external individual or group is permitted on campus without authorization of the Principal. The Superintendent or Assistant Superintendent must authorize in writing any sales, solicitation for sales, advertising, distribution of literature, etc., by external groups or individuals on campus and the time period during which such activities will be permitted. Any such activities will be primarily for the benefit or convenience of students rather than the benefit of the external individual or organization. Funds will not normally be handled by school personnel; any funds that are handled by school personnel will be deposited in internal accounts.

Common consumable supply items, including those for music and athletics, will be stocked in the school store and not sold by teachers or outside vendors on campus.

1  
2 External organizations shall not make payments to Board employees for  
3 services compensated by the Board.  
4

5 D. Direct Support Organizations. At the request of the organization, and with  
6 the approval of the Principal or Director in charge, direct support  
7 organizations authorized by Section 237.40, F.S., may have all financial  
8 transactions accounted for in internal funds.  
9

10 E. Faculty and staff funds will be accounted for in internal funds.  
11

12 F. The hierarchy of authority governing internal accounts is as follows:  
13

14 Florida Statutes  
15 State Board of Education Rules  
16 Red Book Chapter 7  
17 School Board Rules  
18 Superintendent's Procedural Directives  
19 Accounting Procedural Memoranda  
20

21 (1) The Superintendent is authorized to issue Procedural Directives as  
22 necessary to ensure uniformity and control over internal accounts.  
23

24 (2) The Accounting Department is authorized to issue Accounting  
25 Procedural Memoranda prescribing forms and procedures for  
26 recording and documenting transactions. Forms will be approved  
27 by the District Forms Control Committee.  
28

29 (3) All persons involved with internal accounting shall be governed by  
30 directives issued by the Superintendent and Accounting Department.  
31

32 (4) In interpreting rules, each higher level will prevail over all lower  
33 levels. No higher level restriction may be removed by a lower level  
34 rule. In the absence of other conflict, the most restrictive rule will  
35 apply.  
36

37 G. The Accounting Department will disseminate information relating to internal  
38 accounts at periodic meetings called by the Director of Finance. The  
39 Principal will provide for the bookkeeper, or another representative if the  
40 bookkeeper is absent, to attend such meetings.  
41

42 H. The Principal is responsible for achieving compliance with internal account  
43 rules at his facility. He is authorized and required to approve all internal  
44 account activities. He is responsible for maintaining financial records in  
45 compliance with established accounting procedures that provide adequate  
46 explanation of the source and disposition of all funds.  
47

48 I. Budget. School organizations with funds in internal accounts will submit  
49 budgets for approval by the Principal on forms approved by the Board.  
50 Budgets will be submitted within thirty days of the opening of school or  
51 establishment of the organization. These will become part of the official  
52 records of the school and will be retained for audit. Budgets are not  
53 required for trust accounts. Principals may require additional information or  
54 detail in excess of that which is included on District forms.

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- J. Funds collected from students shall, insofar as is possible, be spent to benefit those students currently in school from whom the funds were collected and for the purpose collected.
- K. Funds generated by students will not be diverted for the benefit of sponsors or other non-students. Nonessential travel by non-students, non-student banquets costing in excess of twice the Class C meal allowance, and purchases of alcoholic beverages are examples violating this principle.
- L. Fees. Public schools are required to provide free education for grades K-12. No fees may be charged any student for participation in the required thirteen years of basic instruction. Booster clubs or other external organizations may not charge fees in violation of this rule. This rule does not prohibit charging students for destruction of school property or extraordinary wear and tear.

2.9.2 General Practices

- A. Purchase orders. All purchases from internal funds will be based on purchase orders approved by the Principal. The Principal may authorize an Assistant Principal (or equivalent administrator) to sign internal accounts purchase orders when he is away from the school. Signature authorizations will be on forms prescribed by the Accounting Department.
- B. The collection of money from students will be kept to a minimum to control accounting requirements and in order that teachers may devote the maximum amount of time to assigned instructional duties.
- C. No school organization shall incur expenditures in excess of the cash resources available to that organization. Items may be purchased for resale, however, when the cost is to be paid from proceeds of the sale even though sufficient cash is not on hand to pay for the items when they are received. An expenditure occurs at the time goods are received, regardless of the date paid.
- D. Internal accounts may not be obligated under notes, installment purchase contracts, or capital lease arrangements except in emergency situations approved by the School Board.

2.9.3 Standards, Practices and Procedures

2.9.3.1 Control of Cash Resources

CHECK SIGNATURES

- A. All disbursements except petty cash shall be by check. Checks shall be signed by the Principal and another responsible member of the staff as authorized by the Principal. The Principal may authorize an Assistant Principal (or equivalent administrator) to sign for him when he is away from the school. At no time will anyone co-sign a check on which he/she is payee. Signature authorizations will be on forms prescribed by the accounting department.

1 CASH COLLECTIONS AND DEPOSITS

- 2
- 3 B. Any type of collection of funds from students on campus during normal
- 4 school hours must be approved individually, in advance, and in writing by
- 5 the Principal.
- 6
- 7 C. All funds collected will be turned in to the bookkeeper each day. No funds
- 8 will be left in classrooms overnight.
- 9
- 10 D. Cash will be collected from school-operated vending machines at least once
- 11 each week.
- 12
- 13 E. Departmental Receipts. Pre-numbered subsidiary (departmental) receipts
- 14 will be issued by staff members when cash is collected from students in
- 15 accordance with procedures prescribed by the Accounting Department.
- 16 These will be issued in all cases where other adequate accounting internal
- 17 controls are not in place or if students or parents request a receipt. They
- 18 will not be required for collections of \$5.00 or less if individual student
- 19 names are listed on a Report of Monies Collected. *Amended 6/16/98*
- 20
- 21 The bookkeeper is responsible for controlling issuance of departmental
- 22 receipt books and will maintain a log by receipt numbers showing to whom
- 23 issued and when returned. All departmental receipt books will be returned
- 24 to the bookkeeper at the end of each fiscal year and retained for audit.
- 25
- 26 F. Reports of Monies Collected will be prepared by teachers listing individual
- 27 student names and departmental receipt numbers for all collections deposited
- 28 with the school bookkeeper.
- 29
- 30 G. Official Receipts. All funds deposited with the school bookkeeper must be
- 31 receipted into the books of record by Official Receipts issued from the
- 32 District Warehouse. Receipts must be issued to all individual remitters.
- 33 Official Receipts are pre-numbered and must be accounted for by the
- 34 bookkeeper. A physical inventory of unused Official Receipts will be
- 35 prepared at the end of each fiscal year. Teachers will be instructed through
- 36 teacher handbooks and staff meetings to expect an Official Receipt at the
- 37 time funds are turned in to the bookkeeper.
- 38
- 39 H. Daily Deposits. Cash receipts will be deposited to the bank intact each day.
- 40 No deposit is required for the day if total receipts for deposit are less than
- 41 \$50.00, except all receipts on hand must be deposited the last business day
- 42 of each week.
- 43
- 44 I. The Principal is responsible for sending a report to the Accounting
- 45 Department each month showing that a deposit was made each day with
- 46 bank verified deposit slips attached. If no deposit is made, a statement that
- 47 no funds were collected or that funds collected totaled less than \$50.00 is
- 48 required. *Amended 6/29/93*
- 49
- 50 J. Adequate cross-training shall be provided so other office personnel can
- 51 carry out the essential duties of the bookkeeper during periods of absence.
- 52 In the event other personnel are not available, the duty to ensure funds are
- 53 properly collected and deposited will fall to the Principal.
- 54

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- K. The Principal may set up change funds as necessary to support activity ticket sales and concessions.
- L. Pre-numbered tickets shall be used at all functions of school organizations where an admission is charged. All tickets will be controlled by the school bookkeeper who will maintain an inventory of tickets received, used, and returned. A physical inventory of unused tickets will be prepared at the close of each fiscal year.
- M. Collections for student pictures and school insurance will not be handled by school personnel and will not be deposited in internal accounts. Transactions will be handled directly between the parent or student and vendor.

#### INVESTMENTS

- N. Internal funds which are temporarily idle shall, as required by law, be invested using any medium of investment legal for public funds, and may not exceed insurance protection or other legal collateral limits provided for such public funds. If material, interest earned on deposits of classes and clubs shall be allocated to the appropriate subsidiary accounts. Otherwise, interest shall be credited to the general fund.

#### 2.9.3.2 School Activity Projects

- A. The Principal will assign a sponsor other than the bookkeeper to every ledger account. An official assignment list will be approved by the Principal and retained for audit. Separate ledger accounts should be created for field trips and book orders as needed to show that collections equal disbursements.
- B. School Store. The sale of school supplies within a school shall be authorized only under the following conditions:
  - (1) The Principal shall determine that the sale of school supplies provides a convenience to students.
  - (2) The supplies sold shall be limited to common, essential supplies required by students in their regular school duties, except that a student operated store may be conducted as part of a vocational program. School T-shirts, hats, and similar items bearing the school name or insignia may be sold through the store.
  - (3) Any profits derived from such sales shall be utilized by the sponsoring group with the approval of the Principal, or will be transferred to the general miscellaneous account.
  - (4) All receipts of the school store shall be deposited in internal accounts.
  - (5) Year end physical inventories showing item, quantity, and resale value will be prepared and retained for audit. This inventory will be used in the yearly accounting for school store activities and become the opening inventory for the subsequent year.

1  
2 CLASSES, CLUBS, DEPARTMENTS  
3

4 C. Graduating classes or other disbanding organizations may designate all or a  
5 portion of their residual funds to a specific project or another internal  
6 account. Otherwise, such balances will be transferred to the General  
7 Miscellaneous account by the end of the following school year.  
8

9 D. The Principal must grant approval, in writing, before a school organization  
10 undertakes any project extending beyond the current school year or accepts  
11 a restricted donation to be used over a period of time beyond the year in  
12 which received. Such approval will be retained for audit. These funds will  
13 be accounted for in trust accounts. Scholarship funds that may not be  
14 distributed in the current year are an example of this activity.  
15

16 2.9.3.3 Purchasing

17  
18 REQUIREMENTS  
19

20 A. The Principal is authorized to sign purchase orders in accordance with  
21 School Board Rule 2.2.2F(1)(b). *Amended 7/21/98*  
22

23 The purchase of chemicals for use in Science Labs and Art classrooms and  
24 the purchase of playground equipment by schools or school related groups  
25 must be authorized by the Risk Management Department to ensure that  
26 proper safety standards are met. *Adopted 7/23/91*  
27

28 B. Contracts will not be for more than one year in duration, and will not bind  
29 the school beyond the ensuing fiscal year.  
30

31 C. Notwithstanding the above, the following purchases must be approved by  
32 the Superintendent:  
33

34 (1) Any purchase order in excess of \$1,000.00. Splitting purchases to  
35 meet this requirement is prohibited.  
36

37 (2) Any items being purchased from an employee of the School Board,  
38 from a business controlled by any such employee or from the  
39 spouse, child, or parent of any employee.  
40

41 D. Gifts associated with any purchase or contract in the name of the school are  
42 subject to the provisions of School Board Rule 2.5.1.  
43

44 BIDS  
45

46 E. Bids and quotations are required for all purchases made from internal  
47 accounts under the same schedule applicable to District expenditures. Bids  
48 will be handled by the Purchasing Department.  
49

50 PETTY CASH  
51

52 F. Petty Cash Funds. The Principal of each school is authorized to maintain a  
53 petty cash fund in internal accounts, not to exceed fifty dollars (\$50.00), for  
54 the purpose of making small expenditures for internal account activities.

1 Such petty cash fund shall be separate from all other funds. Each petty cash  
2 fund shall be replenished so as to be intact at the close of business on the  
3 last working day of the fiscal year.

4 Internal Account petty cash funds are subject to the same dollar limitations  
5 and procedures as District petty cash funds.  
6

7 Refunds to students up to \$2.00 each may be made from petty cash  
8 provided receipts are obtained from the students and the disbursement is  
9 witnessed by a responsible school employee other than the bookkeeper.  
10 One time petty cash funds may be created for this purpose.  
11

12 Disbursement of petty cash to the petty cash custodian are prohibited.  
13

#### 14 RESTRICTED EXPENDITURES

15  
16 G. Travel. Any payment for meals, transportation, conference registration  
17 fees, or lodging, except on student trips as described below, is subject to  
18 this section.  
19

20 District rules pertaining to travel will apply to internal accounts. All travel  
21 reimbursements will be authorized by the Principal in advance. Travel  
22 vouchers will be completed. Limitations on meal reimbursements will  
23 apply. Out of state travel must be approved by the School Board in  
24 advance.  
25

26 Travel expenses will not be paid from internal accounts when other school  
27 board funds are available.  
28

29 Travel expenses will be paid on a reimbursement basis unless paid directly  
30 to a vendor, e.g., hotel or conference sponsor.  
31

32 Reimbursements to employees involving taxable meals will be paid through  
33 the District Payroll System in order to include the reimbursement in the  
34 employee's W-2.  
35

36 Staff expenses for travel not associated with a particular school organization  
37 may be paid only from faculty or staff funds.  
38

39  
40 H. Student Trips. Field trips, trips to athletic competitions, and other travel by  
41 student groups, including expenses of adult chaperones, are subject to this  
42 section. Actual costs of these trips will be paid. Travel vouchers are not  
43 required. Funds may be advanced to pay expenses enroute provided  
44 receipts are returned at the completion of the trip. Meal allowances shall not  
45 exceed Class C travel amounts.  
46

47  
48 I. Items of equipment or furniture for the school's administrative offices or  
49 faculty areas, including drapes, rugs, desks, chairs, or ornamental items,  
50 may be purchased only from faculty or staff funds.  
51

52 J. Promotions and public relations. Schools are authorized to spend internal  
53 account funds generated by enterprise activities and undesignated gifts on  
54 promotions and public relations as defined in State Board Regulations.

1 Such funds generated by students shall be limited to activities involving  
2 students or their parents. School internal accounts may not be spent on  
3 hospitality of business guests.  
4

5 K. Gifts and awards. Awards, plaques, etc., in recognition of outstanding  
6 performance or service may be purchased for students, employees, and  
7 others involved in internal account activities subject to the dollar limit for  
8 such awards purchased from District funds. This rule does not restrict  
9 scholarships from club or trust accounts nor the distribution of money or  
10 property to students as awards when donated to the school specifically for  
11 this purpose.  
12

13 L. The number of activity supplements and the remuneration of each shall be  
14 approved by the Board. Payments from internal accounts or by school  
15 related organizations in excess of those approved are prohibited.  
16

#### 17 PROPERTY ACQUISITION AND CONTROL

18

19 M. Property Dispositions. Tangible personal property donated to an internal  
20 fund for resale may be sold and the proceeds retained in internal accounts.  
21 The donor's intention must be established in writing. For example, a car  
22 may be donated to a vocational program for repair or resale. Otherwise, all  
23 donated and purchased tangible personal property is subject to normal rules  
24 for disposition administered by the Purchasing Department. Proceeds will  
25 be deposited to the District's General Fund. In unusual circumstances, the  
26 School Board may authorize the redeposit of proceeds from asset sales to  
27 the internal account that purchased the property.  
28

#### 29 2.9.3.4 General Standards, Practices, and Procedures

30

#### 31 REPORTS

32

33 A. Reports. The Accounting Department is authorized to require reports  
34 necessary to provide control over internal account operations and prescribe  
35 the format for such reports.  
36

37 Major reports and required filing dates are as follows:

38 Principal's Annual Report July 15

39 Monthly Report on Internal  
40 Accounts, Bank Reconcili-  
41 ation, Cash Receipts/  
42 Disbursements Journal 15th

43 Daily Bank Deposit Receipt next day

44 Audit Response 21 days after receipt

45 The assigned sponsor will review and initial the account's activity  
46 on each monthly report.  
47

48 A report of any outstanding obligations, by vendor and account, shall  
49 accompany the Principal's Annual Report.  
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- B. Personnel responsible for school stores, yearbooks, and all other resale activities shall provide an accounting of the activity on forms prescribed by the accounting department. Such accounting will include a computation of the sales value of merchandise sold, taking inventories into consideration, and a comparison to actual receipts.

These reports will be prepared at the conclusion of the sales activity, or at the end of the fiscal year for ongoing activities, and be approved by the principal. Shortages will be adequately explained. In such cases where goods are distributed to students for sale, adequate records will be maintained to fix responsibility to the individuals involved.

- C. Donation Reports. Gifts of money or property in excess of \$10.00 received by school internal funds from any source shall be reported to the Superintendent within three (3) working days.

#### AUDITS

- D. Audit Response. Audit responses will be prepared by the current principal of the school at the time comments are released.

#### FUND RAISING

- E. Each fund raising activity shall have the approval of the organization sponsor and the principal.

- F. In order to limit public solicitations and competition with private businesses, no school organization may participate in more than one commercial sale or one fund raising activity in which donations or pledges are solicited from the public per school year.

Commercial sale means the purchase and resale of a commodity in which the cost of the commodity constitutes a substantial portion of the selling price. Bake sales of donated items and car washes are not commercial sales.

- G. Advertising. Elementary and middle school solicitation of advertising from the public shall be limited to the support of one (1) activity per school. Senior high school solicitation of advertising from the public shall be limited to the support of five (5) publications, e.g., newspapers, football programs, yearbooks, etc., per school, unless otherwise approved by the Superintendent.

- H. Door-to-door sales. Elementary and middle school students shall not be permitted to sell items, or solicit contributions, pledges, or orders door-to-door for fund raising activities sponsored by the school or by school-related organizations.

- I. Charitable Fund Raising. Door-to-door fund raising drives or public solicitations for external organizations such as United Way, March of Dimes, or Red Cross shall not be conducted by students in Osceola District Schools. Such organizations are not permitted to organize students on campus or to distribute literature in schools encouraging student

1 participation in door-to-door fund raising drives or public solicitations. The  
2 name of the school or any school organization will not be associated with  
3 charitable fund raising by mail, door-to-door, or public solicitation.  
4

5 With the Principal's approval, schools and school organizations may make  
6 contributions of time, goods, and money to philanthropic, educational, and  
7 charitable causes of interest to the school. Such activities shall not conflict  
8 with the educational program.  
9

10 J. School buildings, shall not be used during regular school hours for profit  
11 making shows or entertainment sponsored or produced by a person, group,  
12 or organization outside the school system. The use of school buildings  
13 shall be subject to the provisions of School Board Rule 3.12.  
14

15 K. Vending machines which are not fully controlled by the school shall not be  
16 installed or operated on school property where they will be accessible to  
17 students without specific authorization by the Board. Receipts, including  
18 commissions or rents if operated on that basis, of all vending machines  
19 located on property of the School District will be deposited in the school's  
20 internal accounts. Pay phones are included under this rule.  
21

22 L. Admission Fees. *Adopted 6/29/93*  
23

24 Admission fees may be charged for school-sponsored events, such as  
25 athletic competitions, held during the regular school day under the following  
26 conditions:  
27

- 28 1. Attendance is optional and voluntary,
- 29 2. Attendance is not required as part of any academic program  
30 or for credit in any class, and  
31
- 32 3. Time in attendance for students participating in these  
33 programs shall not be used to meet or reduce FTE contact  
34 hours as mandated by law.  
35

#### 36 SALES OF FOOD AND BEVERAGES 37

38 M. Sales of food items and beverages in schools is restricted under School  
39 Board Rule 8.7.3.D.  
40

41 Auth: 230.22, F.S.  
42 Imple: 237.02(4)(a), F.S.  
43  
44

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## Chapter 3

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**3.0 GENERAL OPERATING RULES**

**3.1 TRANSPORTATION**

**3.1.1 Student Transportation**

- A. The district will transport students who reside two (2) or more miles from their designated school by the most direct traveled route.
- B. The district may transport students residing less than two (2) miles from their designated school if the Director of Exceptional Student Education certifies that the student is handicapped and is unable to walk to school.
- C. A student eligible for transportation that is beyond the accessibility of a school bus may be provided transportation by payment to the parent(s) or legal guardian for private automobile or other conveyance for this purpose. The minutes of the School Board shall indicate the amount of the transportation assistance, the name of the student served, the school attended and the mileage of the route.
- D. Transportation service shall not be provided for a student living in another school district unless an agreement has been entered into by the Osceola County School Board and the School Board of the district in which the student lives and the said agreement is included in the official School Board minutes of the respective School Boards.
- E. No person shall be eligible for transportation on a field trip or extracurricular school trip unless he/ she is authorized by the principal or designee.
- F. A student who arrives early or remains late because of transportation service shall be under school supervision at all times and shall, if practicable have a planned schedule of activities.
- G. In planning and establishing bus routes travel each morning and afternoon shall not exceed one (1) hour for a student, provided, that in unusual circumstances an exception may be allowed by the School Board.

Auth: Section 230.22(2), F.S.

Imple: Sections 230.23(8), 234.01, 234.02 F.S. SBR: 6A-3.001, 6A-3.017

**3.1.2 School Buses *Amended 6/17/97***

School buses shall not be used for any trips, other than on regular routes, without the approval of the Director of Transportation or the Superintendent.

The principal of a school may apply to the Superintendent for use of school buses, under the following conditions:

- A. For short activity trips, for the transportation of pupils, teachers and chaperones, for pupil participation in an activity approved by the Superintendent.

1 B. For instructional field trips, for the purpose of pupil participation in an  
2 activity directly related to the work of a particular course or program of  
3 instruction, which trip shall not end later than 2:00 p.m., except upon prior  
4 approval of the Superintendent.

5  
6 Expenses for use of school buses for activity, instructional and non-school  
7 organization field trips shall be paid by the sponsoring organizations. Rates  
8 shall be determined by the Director of Transportation, Finance Dept. and  
9 Superintendent. Drivers shall be assigned by the Director of  
10 Transportation. The rate of pay shall be fixed by the School Board as per  
11 Florida Statutes 234.211

12  
13 Sponsoring organizations shall be responsible for the general conduct of  
14 students while riding on school buses. All trips shall be properly  
15 supervised by at least one (1) chaperone for each bus. The principal shall  
16 instruct chaperones as to transportation regulations concerning pupil  
17 conduct.

18  
19 Application for use of school buses for the above mentioned purposes must  
20 be made to the Superintendent not later than ten (10) working days prior to  
21 the date of the anticipated trip. The application shall include the destination,  
22 routing, and identity of chaperones, and shall describe briefly the purpose  
23 of the trip. The Superintendent shall approve such application if satisfied  
24 that the trip is of educational value or is of service to the community, if  
25 buses are available, if charges are to be paid in advance, and if bodily injury  
26 and property damage insurance will cover the trip.

27  
28 Auth: 230.23(8) & 230.33(10), F.S.

29 Imple: 6A-3.017(2)(a), 6A-3.017(4)(d), 6A-3.17(4)(b), FAC

30  
31 3.1.3 Board Owned and Private Passenger Vehicle Operation for Authorized  
32 Transportation A-F Revised 6/28/94, Amended 6/17/97

33  
34 The following standards set forth the minimum requirements for operation  
35 of Board owned or leased vehicles for business use and the transportation  
36 of students. Further, this rule includes the authorized travel by employees  
37 or volunteers and the transportation of students in private passenger  
38 vehicles.

39  
40 A. All prospective employees, current employees, and students that  
41 operate board owned or leased vehicles shall be required to possess  
42 and maintain a valid motor vehicle drivers license of appropriate  
43 classification.

44  
45 B. Current employees and students shall notify their respective  
46 supervisor, principal or teacher of any suspension, revocation,  
47 restriction or Driving Under the Influence (D.U.I.) charge within 48  
48 hours of the action being taken or the D.U.I. charge.  
49 *Amended 6/17/97*

50  
51 (1) The following criteria shall be used to suspend driving  
52 privileges for owned/leased vehicles as required by State  
53 Law:  
54

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12 points < 12 months: suspension 30 days  
18 points < 18 months: suspension 60 days  
24 points < 36 months: suspension 1 year  
1st D.U.I. = suspension 1 year

- (2) If found guilty of D.U.I., each operator shall be required to complete a State Advanced Driver Improvement Course or D.U.I. class; complete the Board policy suspension time; and, provide evidence of reinstatement prior to restoring driving privileges.
- (3) Upon a second conviction, a D.U.I. offender shall be restricted from operating Board vehicles until all State waiting periods are fulfilled or for two years, whichever is longer.
- (4) School Bus Drivers *Adopted 6/17/97*
  - (a) Any school bus driver who is found guilty of driving under the influence of alcohol or mood modifying substances and anyone who leaves the scene of an accident involving injuries will be recommended for immediate suspension pending School Board action on a recommendation for termination of employment as a school bus driver.
  - (b) Employees are required to report ALL citations to their immediate supervisors within three (3) working days if issued while in a personal vehicle or immediately following the route if issued while operating a school bus.
  - (c) Appropriate disciplinary action will be taken whenever employees driving a school bus are found guilty of driving infractions on a school bus or personal vehicle.
- C. All employees who are required to transport students in the performance of their job responsibilities shall have driving record information obtained by the Risk Management Department from the Florida Department of Highway Safety and Motor Vehicles (FDHSMV).
- D. Drivers who operate a Board vehicle while under the influence or in the possession of alcohol, illegal drugs, or narcotics will be subject to immediate termination.
- E. Restraint belt use is mandatory for all drivers and passengers in all vehicles used for Board business and authorized student transportation, whether the vehicles are owned, rented, leased, or employee owned provided the vehicle is equipped with restraint belts.

1 F. Principals shall not permit school activity trips in vehicles which are  
2 not properly licensed and insured. All parents, volunteers, and  
3 other persons transporting students on Board approved, off-campus  
4 activities shall be required to show proof of Personal Injury  
5 Protection (PIP) insurance as required by Florida Statutes (\$10,000  
6 per person) and minimum \$100,000 per person/\$300,000 per  
7 accident liability and \$25,000 property damage coverage limits.

8  
9 a. The use of vans for student transportation is prohibited  
10 unless the vehicles meet all safety standards for passenger  
11 cars, under FMVSS 214. This exclusion includes  
12 Multipurpose Passenger Vehicles (MPV's). The definition  
13 of MPV's includes the various types of vans, minivans,  
14 trucks and utility vehicles built on a light duty truck chassis.  
15 A list of approved vehicles will be maintained by the Risk  
16 Management Department.

17  
18 b. Drivers shall be District employees or non-employees who  
19 are not K-12 students and must be at least 18 years of age.  
20

21 G. All field trip requests, whether or not the use of school-owned buses  
22 is involved, must follow the provisions of 3.1.1 and must have the  
23 approval of the Superintendent. *Amended 9/17/96*

24  
25 School-sponsored field trips are not permitted during non-student  
26 days, unless directly related to instruction or an ongoing activity of  
27 an established District-supported extra-curricular function.  
28 *Amended 6/30/92*

29  
30 No mode of transportation, commercial carrier or private vehicle  
31 may be used unless liability coverage at limits specified by the  
32 Superintendent is provided. The sponsoring organization is  
33 responsible for providing evidence of insurance. *Amended*  
34 *6/30/92*

35  
36 Auth: 230.23(8), 231.001 & 230.23(10) F.S.  
37 Imple: SBE Regulation 6A-3.017(2)(a)  
38

#### 39 3.1.4 Bus Insurance

40  
41 The Board shall provide insurance for bodily injury for transported pupils and for  
42 property damage in an amount equal to at least the minimum levels of coverage  
43 required by Florida Statutes.

44  
45 Auth: 230.22, F.S. Imple: 234.03, F.S.  
46

#### 47 3.1.5 Bus Driver Responsibilities

48  
49 It shall be the responsibility of each bus driver to:

50  
51 A. Know and observe local and state traffic laws.

52  
53 B. Pass an annual physical examination and meet the requirements of the State  
54 and District Board.



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- C. Be neat and clean in personal appearance, refrain from the use of tobacco while on duty, and use no profane or vulgar language in the presence of students.
- D. Attend and participate in conferences and training classes for school bus drivers and be prepared at any time to successfully pass a reasonable examination concerning traffic laws, state and local transportation regulations and driving skills.
- E. Require pupils to observe regulations of the State and County, and the District School Board with regard to their transport and safety. Distribute and collect school bus registration sheets for parent signature.
- F. Maintain order and discipline on the bus at all times and do not allow students to bring objects on the bus that would be injurious to other students such as, sharp objects, large band instruments, or any object that would block front door or aisles in the bus in case of an emergency.
- G. Permit a child to leave the bus only at the regular stop except upon written request of a parent and at the discretion of the principal.
- H. Require pupils to move away from the bus immediately upon being discharged, in view of the driver, and require children who leave the bus and cross the highway to cross in front of the bus, under the direction of the driver, only after all approaching traffic has stopped. If an unusual hazard exists, the driver shall conduct the child across the highway.
- I. Post the rules governing the conduct of pupils and the daily schedule in the front of the bus. Routes and bus stops shall not be changed without specific authorization of the Superintendent. Such information may be distributed by the Director of Transportation for the Superintendent.
- J. Supervise emergency evacuation drills at least twice each school year as directed by the school principal.
- K. Use the bus only to transport students to and from school except upon specific direction of the Superintendent, the Director of Transportation or the principal, with the approval of the Superintendent. As per #6A-3.017 (1) #2(K).
- L. Prepare immediately after every accident involving the bus or a school bus passenger an accident report on the required form, to be filed with the Superintendent in duplicate. As per 6A-3.017
- M. Actuate the amber lights at a point approximately two hundred (200) feet from the student stop or at such greater distance as is necessary due to traffic speed and road conditions, as a warning to traffic that the bus is approaching a student passenger stop. When the bus has stopped, before the door is opened, the amber lights shall be deactivated and stop signal arm, supplemented by flashing red lights, shall be displayed as due warning that students are being loaded or unloaded. The bus door shall not be opened to unload students until approaching traffic in the immediate vicinity of the bus has stopped.

- 1 N. Ascertain and ensure that all students are off the bus before filling fuel tank.
- 2
- 3 O. Turn on emergency flashers before bringing the bus to a stop at least fifteen
- 4 (15) feet from the nearest rail of a railroad grade crossing. The Driver shall
- 5 not proceed across the tracks until after looking carefully in each direction,
- 6 opening the door and listening for the sound of an approaching train, and
- 7 determining that it is safe to proceed. The bus door shall be closed before
- 8 proceeding across the tracks of a railroad. The Driver shall not change
- 9 gears until bus has cleared tracks. *Amended 6/30/92*
- 10
- 11 P. Drive the bus at a safe speed, bringing the bus to a full stop before entering
- 12 or crossing an arterial highway or dangerous thoroughfare not safeguarded
- 13 by a traffic control signal, and proceeding only when safety is assured.
- 14 Driving conditions shall be the governing factor as to speed, and the bus
- 15 shall be pulled completely off the highway at the first opportunity in the
- 16 event of rain or fog conditions which reduce visibility to the danger point.
- 17 In such instance the bus shall remain parked with the running lights and
- 18 emergency flashers operating until the hazard has been lifted.
- 19 *Amended 7/23/91*
- 20
- 21 Q. Cooperate with duly authorized school officials, mechanics and other
- 22 personnel in the mechanical maintenance and repair of the bus in
- 23 overcoming hazards, which threaten the safety or efficiency of service.
- 24
- 25 R. Make daily pre-trip and post-trip inspection of the bus and report any defect
- 26 affecting safety or economy of operation immediately to authorized service
- 27 personnel.
- 28
- 29 S. Keep the bus clean at all times.
- 30
- 31 T. Submit prompt and accurate reports, keep all records required, and
- 32 otherwise assist school officials in mapping bus routes, planning schedules
- 33 and obtaining information for the effective operation of the school program
- 34 as it relates to student transportation.
- 35
- 36 U. Report immediately to the school principal or other designated official:
- 37
- 38 (1) Misconduct on the part of any pupil while on the bus or under his
- 39 immediate supervision. The driver shall not attempt to handle
- 40 student disciplinary problems with parents.
- 41
- 42 (2) Complaints requiring the attention of school authorities.
- 43
- 44 (3) Any hazards arising which would offer either an actual or potential
- 45 threat to the safety of students in his care, including the license
- 46 number of any vehicle which passes the bus illegally.
- 47
- 48 (4) Causes for failure to maintain school bus time schedule.
- 49
- 50 V. Maintain as far as practicable by patient and considerate treatment of parents
- 51 a feeling of security in the safety of students transported.
- 52
- 53 W. Permit students to ride only those buses to which they have been assigned,
- 54 either permanently or temporarily, and allow non-student riders only as

1 authorized by the Superintendent, the Director of Transportation or the  
2 school principal.

3  
4 X. Be trained in the principles of first aide for use in case of an emergency.

5  
6 Y. Be knowledgeable of and exercise that authority given to school bus drivers  
7 in Board Policy 7.2.5.

8  
9 Auth: 230.22, F.S.

10 Imple: SBE Regulation 6A-3.17(1)(d) 2 and 230.23(8), F.S.

11  
12 3.1.6 Transportation Grants

13  
14 Transportation grants to persons providing transportation to isolated students as  
15 approved by the Superintendent shall be paid at the established rate. All grants  
16 must have prior approval by the Board.

17  
18 Auth: 230.22, F.S.

19 Imple: SBE Regulation 6A-3.17(11), 230.23(8) and 230.33(10), F.S.

20  
21 3.1.7 Transportation Hazard Surveys

22  
23 The School Board, with the assistance of the Superintendent, school principals,  
24 teachers, bus drivers, parents, pupils, the Department of Transportation and local  
25 agencies and officials responsible for traffic safety, shall annually conduct a survey  
26 and report on those hazards on or near public sidewalks, streets, and highways  
27 which endanger the life or threaten the health or safety of pupils between their  
28 homes and the school in which they are enrolled. Reports shall be submitted  
29 promptly in writing to the mayor or manager of the city, to the Board of County  
30 Commissioners or to the Department of Transportation, according to the location of  
31 the hazard reported, and, until such hazards are corrected, the School Board shall  
32 take or cause to be taken such precautions as are necessary to safeguard students, as  
33 provided in Section 234.082 Florida Statutes.

34  
35 Auth: 230.22, F.S. Imple: 234.082, F.S.

36  
37 3.1.8 Transportation of Physically Handicapped Students

38  
39 Parents of physically handicapped students including the trainable mentally  
40 handicapped, profoundly handicapped, hearing impaired, visually impaired and  
41 physically impaired are required to "provide the necessary assistance and protection  
42 for their children while in route to and from the bus stop." SBR 6A-3.121(5)(a). If  
43 parents fail to abide by this rule a warning letter will be sent informing them of the  
44 policy. After the warning letter has been sent by certified mail to the parent or  
45 guardian, any subsequent failure to abide by this rule will result in a discontinuation  
46 of transportation services pending a parent conference at the school with the bus  
47 driver, principal and Director of Transportation.

48  
49 Auth: 229.053(1) Imple: 234.02

50  
51 3.2 INSTRUCTIONAL MATERIALS

52  
53 Instructional materials shall be purchased pursuant to Florida Statutes and District  
54 adopted guidelines. *Adopted 6/29/93*

1  
2 The principal of each school shall submit to the Superintendent an annual inventory  
3 of textbooks and other instructional materials for his school, not later than June 30,  
4 upon a form approved by the School Board and provided by the Superintendent.

5  
6 Textbooks and other instructional materials not in use shall be stored in a dry room  
7 and shall be arranged by title, subject or grade.

8  
9 The principal shall be responsible for the maintenance and replacement value of  
10 textbooks in use or reported lost, destroyed, or damaged, in accordance with  
11 Section 233.46, Florida Statutes.

12  
13 Auth: 230.22, F.S.

14 Imple: 233.43 and 233.46, F.S.

### 15 16 3.2.1 Use of Instructional Materials by Students

17  
18 To assure maximum use of instructional materials provided by the School Board to  
19 students, the following procedures shall be observed by the Superintendent,  
20 principals, and teachers:

- 21  
22 A. Students shall not mark in any textbook or other instructional material  
23 designed for use for two or more years.
- 24  
25 B. Students shall be given instruction at the beginning of each school year  
26 relating to the proper care of instructional materials, and shall be informed  
27 of the requirement that books lost, destroyed or unnecessarily damaged  
28 shall be paid for by the student or his parent.
- 29  
30 C. Textbooks, library books, and reference materials shall be assigned serial  
31 numbers. This serial number of each instructional material shall be stamped  
32 or printed in indelible ink on the inside front cover, and the name of the  
33 student to which is assigned shall be written on the inside front cover in ink.
- 34  
35 D. Students shall be encouraged to use instructional materials in a responsible  
36 manner, and shall not be discouraged from taking their assigned  
37 instructional materials home for use.

38  
39 Auth: 230.22, F.S.

40 Imple: 233.34(3), F.S.

### 41 42 3.2.2 Requisition and Purchase of Texts

43  
44 The Superintendent shall requisition and purchase adopted instructional materials in  
45 accordance with the provisions of Section 233.22, Florida Statutes.

46  
47 Auth: 230.22, F.S.

48 Imple: 233.22, F.S.

### 49 50 3.2.3 Sale of Instructional Materials

51  
52 Upon request by a parent of a student in any school within the District, the principal  
53 of such school may sell to the parent one (1) copy of any instructional material used  
54 in the school. The sale price thereof shall consist of the purchase price, less a

1 discount based upon the physical condition of the materials, computed in the same  
2 manner as for instructional materials lost, destroyed or unnecessarily damaged.  
3 The principal shall sell only the student edition of any instructional material, but  
4 may show in lieu thereof the teacher's edition if a surplus copy is available for  
5 inspection by a parent in the school building during normal school hours. The  
6 condition of instructional materials sold to parents shall be equivalent to the average  
7 condition of said materials used in the school at the time of sale to the parent. All  
8 money collected from the sale shall be transmitted to the Superintendent to be  
9 deposited in the District school fund and added to the District appropriation for  
10 instructional materials. In the event that a school has insufficient copies of any  
11 instructional material to meet a parent's request to purchase, the Superintendent  
12 shall locate the materials from any available source in the district and sell or arrange  
13 the sale of the materials to the parent.

14  
15 Auth: 230.22, F.S.  
16 Imple: 233.09 (3) (c) and 233.46 (2) F.S.

#### 17 18 3.2.4 Copyright

19  
20 The School Board of Osceola County, Florida in recognizing the importance of the  
21 Copyright Law of the United States (Title 17, United States Code) hereby notifies  
22 all employees that a willful infringement of the law may result in disciplinary action.  
23 No school board employee may make copies of any materials protected by the 1976  
24 Copyright Act, as amended, except as provided for in the act. Materials included  
25 are such items as literature, music, poetry, tests, workbooks, computer software,  
26 videotape, audio tape, film, etc. The performance or display of audiovisual works  
27 by instructors or pupils must be in the course of FACE-TO-FACE teaching  
28 activities of a nonprofit educational institution, in a classroom or similar place  
29 devoted to instruction. In the case of a motion picture, video or other audiovisual  
30 work, the performance, or display of individual images must be given by means of  
31 a copy that was lawfully obtained. If the person responsible for the performance  
32 knew or had reason to believe the motion picture, video, etc., was not lawfully  
33 made, it shall constitute a willful infringement of the law. The document  
34 "Copyright and You" produced by the Media Center, shall be distributed to each  
35 principal and shall become a part of each school's faculty handbook.

#### 36 37 3.2.5 Basic Texts

38  
39 There shall be a basic text or approved materials established for each course offered  
40 in the regular school program. Textbooks will be adopted according to State Board  
41 of Education Rules. Challenges to textbooks and other classroom materials will  
42 follow the same procedure as challenges to Library/Media materials.

#### 43 44 3.2.6 Use of Videos and Films *Adopted 7/2/96*

45  
46 Commercially produced entertainment videos and films rated by the Motion Picture  
47 Association of America may be used in schools only as indicated below:

- 48  
49 A. R, NC-17 and X rated videos and films may NOT be used under any  
50 circumstances.  
51  
52 B. G, PG, PG-13 and non-rated videos and films MAY only be used under the  
53 guidelines published by the Superintendent.  
54

1 3.2.7 Rules of Selection of Media Center Materials

2  
3 A. Philosophy of Selection

4  
5 The primary goal of a school media center is to help implement, enrich, and  
6 support the educational program of the school. Other goals are concerned  
7 with the development of each pupil's reading skill, literary, discrimination  
8 in choice of materials, and with instruction in the use of books and media  
9 centers. School media centers are equipped to generate understanding of  
10 American freedoms and the preservation of these freedoms. It is a function  
11 of the media center to provide a wide range of materials on all levels of  
12 difficulty, with a diversity of appeal presenting different points of view.

13  
14 B. Responsibility for Selection of Materials

15  
16 The School Board of Osceola County shall determine and adopt such rules  
17 and programs as are deemed necessary by it for the efficient operation and  
18 general improvement of the district.

19  
20 Selection of materials involves many people: principals, teachers, students,  
21 supervisors and media specialists. The responsibility for the selection of  
22 media center material is delegated to the professionally trained media center  
23 personnel under the direction of the principal, in accordance with Board  
24 adopted guidelines.

25  
26 C. Criteria for Selection of Media Center Materials

- 27  
28 (1) The process of evaluating materials for inclusion in collections is  
29 continuous and systematic. It is preferable to examine materials  
30 before purchasing them; however, this is often impractical if not  
31 impossible. In such cases, selection is based upon bibliographic  
32 sources, selected lists, and reviews in reputable professional  
33 journals and publications.
- 34  
35 (2) First consideration is given to the needs of the individual school  
36 based on knowledge of the curriculum, of the existing collection,  
37 and of the needs of the children. Requests from users  
38 (administrators, teachers, parents, students) of the collection are  
39 given high priority. Materials are selected so as to provide a wide  
40 range of levels of difficulty.
- 41  
42 (3) Materials for purchase are considered on the basis of overall  
43 purpose, timelines, importance of the subject matter, quality of  
44 writing or production, readability and popular appeal,  
45 authoritativeness, reputation of the author, artist, publisher,  
46 producer, format, and cost.
- 47  
48 (4) Special consideration is given to treatment of the following elements:  
49 religion, ideologies, sex education, sex, profanity, and science.
- 50  
51 a. Religion - Factual unbiased material which represents all  
52 major religions is included in the collection.  
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- b. Ideologies - Factual information on any ideology or philosophy which exerts a strong force in society is included in the collection.
- c. Sex Education - Factual information appropriate for the age group or related to the school curriculum is included in the collection.
- d. Sex - Pornographic, sensational, or titillating materials are not included, but the fact of sexual incidents appearing in the materials does not automatically disqualify them.
- e. Profanity - The fact that profanity appears in material does not automatically disqualify a selection. Care is taken to exclude materials using profanity in a lewd or detrimental manner.
- f. Science - Factual information about medical and scientific knowledge is included in the collection without any biased selection of facts.

D. Procedures for Selection

- (1) In selecting materials for purchase, the school library media specialists shall evaluate the existing collection and consult:
  - a. Reputable, unbiased, professionally prepared selection aids.
  - b. Media staff, curriculum consultants, teachers, students, and community representatives.
  - c. The media committee appointed by the principal to serve in an advisory capacity in the selection of materials.
- (2) In determining materials to be purchased, library media specialists follow these procedures:
  - a. Multiple items of outstanding and frequently used materials are purchased as needed.
  - b. Worn and missing basic items are replaced periodically.
  - c. Out-of-date or no longer useful materials are withdrawn from the collection and replaced by new and appropriate materials.
  - d. Sets of materials and subscription materials are examined carefully, and are purchased only to fill a definite need.
- (3) Further detailed criteria are listed in the Media Manual for Osceola District Schools.

1           E.       Challenge to Instructional and Library Material.       Revised 7/21/98  
2

3           Recognizing that the final decision for Instructional and Library Material  
4           rests with the School Board, the School Board adopts the following policy  
5           for challenges to Instructional and Library Material.  
6

- 7           (1)       A parent or guardian of a child enrolled in the District (the  
8           “Petitioner”), an employee of the District, or a resident of Osceola  
9           County may object to Instructional and Library Material by filing  
10          form FC-820-244, Request for Reconsideration of School Library  
11          Materials (the “Petition”) with the Principal. The Petition must be  
12          made in writing on the prescribed form, an oral complaint is not  
13          sufficient. The Principal will forward a copy of the petition to the  
14          Superintendent.  
15
- 16          (2)       A Petitioner who does not complete and return the form receives no  
17          further consideration.  
18
- 19          (3)       The Principal shall, within twenty (20) days of receipt of the  
20          Petition, call a special meeting of the School Library Media Center  
21          Advisory Committee or the School Advisory Committee and the  
22          Media Specialist (the “Committee”). The Petitioner may be present  
23          to make a verbal and/or written statement to the Committee. The  
24          Principal will notify the Superintendent of the Committee meeting.  
25
- 26          (4)       The Committee will give its recommendation to the Principal. The  
27          Principal will notify the Petitioner and the Superintendent of the  
28          recommendation immediately.  
29
- 30          (5)       The Petitioner may appeal the recommendation of the Committee to  
31          the Superintendent in writing within ten (10) days of receipt of the  
32          recommendation. The Superintendent shall organize a meeting of  
33          the District Media Review Committee within thirty days of receipt of  
34          the Petition, unless the timeline is waived by the Petitioner. The  
35          Superintendent will notify the Petitioner of the date of the meeting.  
36          The Petitioner will be allowed to make a presentation at the District  
37          Media Review Committee meeting. The District Media Review  
38          Committee meeting is a public meeting, but no student identifying  
39          information may be made public without the parent or guardian’s  
40          consent.  
41
- 42          (6)       The standards used by the District Media Review Committee to  
43          determine the propriety of the Instructional and Library Material  
44          shall be related to educational concerns and shall include:  
45
- 46                  a.       The age of the children who normally could be expected to  
47                  have access to the Instructional and Library Material.  
48
- 49                  b.       The educational purpose to be served by the material.  
50
- 51                  c.       The degree to which the Instructional and Library Material  
52                  would be supplemented and explained by mature classroom  
53                  instruction as part of a normal classroom instructional  
54                  program.



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d. The consideration of the broad, racial, ethnic, socioeconomic, and cultural diversity of the children of the District.

- (7) The District Media Review Committee shall issue a written decision within twenty days of the date of the meeting.
- (8) The decision of the District Media Review Committee shall be mailed to the Petitioner via certified mail, return receipt requested and shall be reported to the School Board on the next available School Board agenda.
- (9) The Petitioner may appeal the decision of the District Media Review Committee to the School Board by filing a written notice of appeal with the Superintendent within ten (10) days of the date of receipt of the decision. The School Board will make the final determination at the next available School Board meeting. The written decision of the School Board will be issued within thirty (30) days of the date of the School Board meeting.
- (10) During the pendency of a challenge under this rule, the Instructional and Library Material which is the subject of the Petition shall not be accessible to students.
- (11) "Instructional and Library Material" as used in this section means books, but not textbooks adopted by the District or the State, utilized for classroom instruction or in the school library, films and filmstrips, recordings, computer course work, videos, or other electronic media.
- (12) The District Media Review Committee shall be appointed by the Superintendent and shall consist of no less than two principals, three District Level Administrators, and two persons from the community who are not employed by the District.
- (13) If Instructional and Library Material has been challenged in accordance with this procedure and the School Board has issued a decision, the determination will be binding on all schools in the District at the same grade level as the school where the Petition originated.

Auth: 233.34(3)

3.2.8 Disposing of Surplus, Obsolete and Unusable Textbooks and Instructional Materials. Revised 11/7/95

Any surplus or unusable textbooks or instructional materials, excluding testing materials, shall be disposed of as provided herein.

- A. Usable surplus and obsolete instructional materials no longer under contract to the State shall be carried on inventory for at least one (1) year in order to permit full utilization of State-Adopted Instructional Materials. Instructional

1 materials when declared surplus may be disposed of, after notifying the  
2 Director of the Division of Public Schools, Florida Department of  
3 Education, of the available surplus so that every effort may be made to  
4 provide those available materials to other districts in the State of Florida.  
5 The Director of the Division of Public Schools shall make each district's  
6 listing of surpluses available to all the other districts for a period of thirty  
7 (30) days. Any material which cannot be utilized in inter-district exchange  
8 programs may be given to:  
9

- 10 (1) Other public education programs within the District or State;
- 11 (2) Teachers to use in developing supplementary teaching materials;
- 12 (3) Students or others for personal use and not for profit; and,
- 13 (4) Any charitable organization, governmental agency, private school or  
14 state.

15  
16  
17  
18  
19 B. The Superintendent shall use the procedures as prescribed in Subsection (3)  
20 herein if disposal of surplus or obsolete materials cannot be accomplished as  
21 specified in Subsection (1) herein.

22  
23 C. State-adopted instructional materials which are determined by the  
24 Superintendent to be unserviceable or in unsuitable physical condition may  
25 be:

- 26 (a) Sent to recycling plants, pulp mills, paper manufacturers, junk  
27 dealers, or other persons, firms or corporations for disposal upon  
28 such terms as are most economically advantageous to the School  
29 Board.
- 30 (b) Given to governmental agencies, charitable organizations, or  
31 individuals.
- 32 (c) Offered at public sale through the normal procedures of the District.

33  
34  
35  
36  
37 D. Instructional materials may be destroyed if disposal cannot be completed as  
38 prescribed in Subsection (3) herein.

39  
40 E. All monies received by reason of sale, exchange, or other disposition of  
41 instructional materials shall be deposited into the District School Fund and  
42 added to the District Appropriation for Instructional Materials.

43  
44 F. State Board of Education Rules shall prevail whenever any provision of  
45 these Rules conflicts.

### 46 47 48 3.3 FIRST AID -- FIRST AID EQUIPMENT

49 Each school shall be equipped with a complete first aid cabinet or kit approved by  
50 Student Services and have it available for use at all times in the first aid room.  
51 *Amended 6/30/92*  
52  
53  
54

1 Each first aid room shall be staffed and supplies maintained by the school health  
2 aide or principal's designee. Any person so designated by the principal shall have  
3 completed first aid and CPR training. *Amended 6/29/93*

4  
5 Auth: 230.22, F.S. Imple: 402.32(5), F.S.

6  
7 3.4 RELEASE OF STUDENT NAMES *Amended 7/23/92*

8  
9 No names or addresses of students shall be released to any company, corporation,  
10 or individual without approval by the School Board, unless a school directory is  
11 published. This policy does not include releasing names and addresses of students  
12 from school to school, to colleges or other institutions of education, public or  
13 private, or to any of the branches of the Armed Forces of the United States.

14  
15 Auth: 230.22, F.S. Imple: 232.23, F.S.

16  
17 3.5 PUPIL CONTROL

18  
19 The principal or his designee shall be responsible for the safety and conduct of  
20 pupils during the time they are being transported to and from the school at public  
21 expense, and during the time they are attending school or are on school premises, in  
22 accordance with Section 232.25, Florida Statutes, and as specified in Chapter 6 of  
23 this manual.

24  
25 Auth: 230.22, F.S. Imple: 232.25, F.S.

26  
27 3.6 DISMISSAL OF SCHOOL

28  
29 All schools shall maintain a regular schedule. No school shall dismiss prior to the  
30 regularly scheduled hour without permission of the County Superintendent, except  
31 when in case of an extreme emergency the welfare of children requires immediate  
32 dismissal. A regular schedule shall be interpreted as attendance in accordance with  
33 the daily schedule of classes or participation in regularly scheduled field trips.  
34 Planned room parties within the classroom or school area will be recognized, but  
35 should be limited to a few special occasions and restricted as to length. The  
36 following shall not be regarded as a part of the regular schedule:

37  
38 (1) School parties and picnics outside the school area.

39  
40 (2) Attendance at athletic events during class hours.

41  
42 Auth: 230.22, F.S. Imple: 232.02 and 230.33(6), F.S.

43  
44 3.7 CUSTODIAL SERVICES

45  
46 The custodial manager is directly responsible to the principal. The custodial  
47 staff report to the custodial manager and they are responsible to the  
48 Principal. The duties of all the custodians are contained in the job  
49 descriptions to be found in the Job Description Handbook. *Amended*  
50 *6/29/93 & 6/28/94*

51  
52 Auth: 230.22, F.S. Imple: 230.23(5), F.S.

53  
54

1 3.8 ADVERTISING

2  
3 No materials from outside of school sources may be distributed to homes through  
4 pupils without prior approval of the Superintendent. Advertising materials may be  
5 accepted for classroom and school purposes provided that they:

- 6  
7 A. Are of the type teachers need for instructional purposes.  
8  
9 B. Are provided without cost to the District, school, teacher, or student.  
10  
11 C. Contain a minimum amount of commercial advertising.  
12  
13 D. Are not of a sectarian nature.  
14  
15 E. Fulfill a legitimate purpose of the school curriculum.  
16  
17 F. Do not prominently display a selfish or private purpose of the sponsor.  
18  
19 G. Do not have a blatant advertising feature.  
20  
21 H. Do not violate the attitudes which are recognized as ideals of the school  
22 system or of our society.

23  
24 Auth: 230.22, F.S. Imple: 233.43, F.S.  
25

26 3.9 BUILDINGS AND GROUNDS

- 27  
28 A. The principal of each school shall be responsible for the care, maintenance,  
29 and use of school buildings and grounds and shall supervise the custodial  
30 staff of the school in providing an adequate program of proper care and  
31 maintenance.  
32  
33 B. Maintenance or repairs which cannot be handled by the school custodial  
34 staff shall be reported to the Superintendent and shall become the  
35 responsibility of the District Maintenance Department. *Amended 9/17/91*  
36  
37 C. The School Board shall condemn and prohibit the use for public school  
38 purposes of any building which can be shown for sanitary or other reasons  
39 to be no longer suitable for such use and when any building is condemned  
40 by any state or other government agency as authorized in chapter 235, see  
41 that is it no longer used for school purposes. *Amended 9/17/91*  
42  
43 D. The principal shall make recommendations regarding needed repairs to or  
44 renovations of school buildings to the Superintendent at such time as they  
45 are needed.  
46  
47 E. All projects that require remodeling, new construction or any  
48 alterations to facilities in the District shall be placed under the  
49 direction of the Director of Facilities. *Amended 6/30/92 & 6/28/94*  
50  
51 F. It shall be the responsibility of the principal of each school to provide for the  
52 display of the United States Flag and the official flag of Florida on the  
53 school grounds, in compliance with 228.101 and 256.032 F.S., except in  
54 inclement weather. The flags shall also be displayed indoors at all times

1 when functions are being held in the auditorium, cafeteria, lunchroom,  
2 multipurpose room, or gymnasium in accordance with 256.11, F.S.

3  
4 Auth: 230.22, F.S.

5 Imple: 230.23(9)(c), 231.085(5) and 235.01, F.S.

6  
7 3.10 LABORATORY SAFETY AUDIT *Amended 6/29/93*

8  
9 A. Each school shall be responsible for maintaining safe laboratory conditions  
10 in an attempt to prevent accidents.

11  
12 B. Each laboratory teacher will perform a safety audit within ten (10) working  
13 days at the beginning of each semester or each new assignment and submit  
14 it to the principal.

15  
16 C. The principal will promptly initiate corrective action on those items reported  
17 as unsatisfactory.

18  
19 3.11 SCHOOL OFFICE HOURS

20  
21 The hours of the principal and his office staff shall be equal in length to those of the  
22 District office, and the school office shall remain open on the same days. Any  
23 changes in schedule shall have prior approval of the Superintendent.  
24 *Amended 6/29/93*

25  
26 Auth: 230.22, F.S.

27 Imple: 230.33(6) and (7), and 231.085(5), F.S.

28  
29 3.12 USE OF SCHOOL BUILDINGS, GROUNDS AND EQUIPMENT

30 *Revised 1/18/94*

31  
32 The following shall apply to the use of school and ancillary buildings, grounds and  
33 equipment:

34  
35 A. Use of Buildings and Grounds *Amended 6/17/97*

36  
37 Facilities Are Only for Use In the Educational Program and Are Not For  
38 Personal Political Activity

- 39  
40 (1) It is the policy of the School District that the right of free speech and  
41 access shall be granted in accordance with law. However, the  
42 paramount purpose of the School District is the provision of its  
43 program of education. Accordingly, all School District property,  
44 equipment and facilities, including all methods of communication  
45 through the use of School Board facilities and equipment such as,  
46 but not limited to, duplication machines, photocopying machines,  
47 telecommunication facilities and wires, computer transmission  
48 facilities, including modems, desktop publishing and facsimile  
49 transmission or telecopy facilities, are deemed facilities dedicated for  
50 use in the educational program and not for use by any person or  
51 group except as expressly permitted in this policy.

52  
53 Nothing in this policy prohibits the use of any School District  
54 facility by an employee of the District in the performance of the

1 employee's job, including the use of the District facilities for  
2 communications between employees of the District which are related  
3 to the performance of their work, communications with School  
4 Board members which are related to any business of the District, or  
5 to communicate with students and their families in connection with  
6 the work of the employee for the District (but not including the use  
7 of District facilities for communicating to students or their families  
8 the personal opinion, unrelated to the educational program of the  
9 District, of the employee concerning any issue pending before the  
10 School Board or the voters of Osceola County at any general or  
11 special election, including any referendum).

12  
13 (2) Restriction On Use of Facilities For Private Or Personal Profit

14  
15 No individual, including an employee of the School Board, group,  
16 or organization may use buildings for private profit or personal gain.  
17 However, non-profit and youth organizations shall be permitted to  
18 use buildings for fund-raising purposes, when prior approval is  
19 obtained from the school principal and the Superintendent. The term  
20 "non-profit" shall mean those organizations which are 501(c)(3)  
21 exempt and recognized as such by the Internal Revenue Service.  
22 The term "youth organizations" shall refer to charitable non-profit  
23 organizations which are deemed to operate for the benefit of the  
24 children of Osceola County. *Amended 6/16/98*

25  
26 (3) All non-school organizations, groups or individuals desiring to use  
27 buildings and grounds must schedule their use in advance with the  
28 building administrator and must provide in advance, proof of  
29 insurance coverage in amounts prescribed by the Board, and assume  
30 all liability of or damage to property, whether owned by the Board  
31 or otherwise, and for personal injury, whether by negligence or  
32 intent of any person, occurring on Board property during the use of  
33 the building or grounds. Notwithstanding the foregoing, the public  
34 may have access to the resources generally made available to the  
35 public in the Support Services Building under the control and  
36 supervision of the Media Specialist for the School District.

37  
38 (4) All such use shall be under the supervision of the building  
39 administrator. Specific fees for use of school facilities shall be  
40 based on annual fee schedule as recommended by the  
41 Superintendent, and shall be payable to the Board. Payment must  
42 be made in advance. Fees may be reduced or waived by direction of  
43 the Superintendent, but only for those groups that directly benefit  
44 the students and/or programs of the school district.  
45 *Amended 6/30/92*

46  
47 (5) Persons using buildings and grounds must take proper and ordinary  
48 care of them and shall be held responsible for any damage or  
49 vandalism incurred as a direct result of their use.

50  
51 (6) Entry onto or exit from School Board property shall be by a  
52 reasonable method. Employees or students who do not enter or exit  
53 by a reasonable method are subject to disciplinary action.  
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Each building administrator shall establish procedures for employees to access the building and grounds during times other than the regular workday.

- (7) Alcoholic beverages and gambling are forbidden on premises.
- (8) The use of tobacco products is forbidden in all school district buildings. *Amended 6/30/92*  
Auth. 386.201, 202, 203, 204 & 205 F.S.
- (9) Students are not to be in the school buildings without faculty supervision, except for the attendance at public gatherings or by special permission of the school principal.
- (10) See Board Rule 8.10 for rules governing the use of cafeteria kitchens.
- (11) Firearms and Other Weapons *Adopted 6/29/93 & Amended 6/17/97*

a. Firearms

No person shall, while on the grounds or in any building owned or operated by the School Board of Osceola County, Florida, possess, carry and/or transport on or about his/her person or discharge any firearm, as defined in Section 790.001(6), Florida Statutes, excluding duly authorized law enforcement officers in the lawful performance of their duties.

b. Other Weapons

No person shall, while on the grounds or in any building owned or operated by the School Board of Osceola County, Florida, possess, carry and/or transport on or about his/her person any weapon as defined under Florida Statutes. This shall not apply to items necessary for job performance.

c. The authority to approve exceptions to this rule is granted exclusively to the Superintendent and may not be delegated to any other person.

B. Use of School Equipment

- (1) It should be understood by each employee of this district that all school equipment if purchased by tax dollars is intended for use in the educational process of the students attending the Public Schools of Osceola County.

These materials may be checked out by parents of students attending Public Schools in Osceola County after execution of Form #FC-820-894. This form:

- indicates acceptance of financial responsibility
- indicates educational purpose
- indicates agreement to return said materials immediately upon request
- indicates date checked out and date to be returned
- indicates complete parent/guardian information i.e., social security number, address, phone number, etc.

- (2) Personal use of school equipment is prohibited and employees should refrain from submitting such requests to the principal.

Employees requesting the use of equipment which directly relates to their job responsibilities may be granted permission by the appropriate administrator upon execution of Form #FC-820-894.

- (3) Non-Profit organizations with good cause may be exempt from the above rule provided advanced approval is secured from the Principal. The term "non-profit" shall mean those organizations which are 501(c)(3) exempt and recognized as such by the Internal Revenue Service. The Principal may not approve of any practice or use in violation of this policy.

Auth: 230.22, F.S.  
Imple: 235.02, F.S.

C. Regulation of Employee Use of Facilities, and Statement of Equal Access

- (1) To the extent any School Board facility or property is permitted by this policy to be used by any person or group for any purpose other than the delivery of the educational program, then such use will be made available on similar terms and conditions to any person or group without regard to the content of the particular message being communicated and without discrimination on the basis of whether the person using the facility is or is not a School Board employee and without discrimination based on any other classification prohibited by general or special federal or state law or applicable regulation.

- (2) All employees of the School Board reserve their right to freedom of expression. However, no employee shall have the right to utilize any facility of the School District for personal gain or advantage under terms and conditions which are not generally available to other residents of the County under the same general terms and conditions unless the School Board has, previous to such use, expressly permitted such a privilege. Additionally, the facilities of the School District shall not be used by any School Board employee for the purposes of advocating a position concerning an issue pending before the School Board or the voters of Osceola County at any general or special election, including any referendum.

Nothing herein shall limit the right of the School Board to determine in a particular campaign that the School District should actively participate in a campaign, the outcome of which will have a



1 substantial bearing on the general ability of the School Board and the  
2 District to furnish a public education program consistent with School  
3 Board policy. No School Board employee shall have the right to  
4 decide when the use of a School District item or property or a  
5 District facility is for the betterment of the District, only the School  
6 Board has the authority to dedicate the use of its facilities and  
7 property for such purposes. Nothing herein limits the right of any  
8 employee of the Board to speak or appear before the Board.  
9

10 D. Exceptions *Adopted 6/28/94 & Amended 6/17/97*

11  
12 Exceptions to this rule include, but are not limited to the following:

- 13  
14 1. District personnel may use Electronic Mail for sending  
15 announcements such as blood drives, funerals, united fund  
16 drives, meetings, etc., in accordance with guidelines  
17 determined by the Superintendent or Board.  
18  
19 2. Personal use of telephones on an occasional basis is  
20 reasonable as long as the privilege is not abused. Long  
21 distance personal calls shall be paid by the caller.  
22  
23 3. Professional Organizations, in which some district personnel  
24 belong, may promote the school district as a community  
25 participant (FASPA, FASA, FASBA, Rotary, Kiwanis, Red  
26 Cross, Salvation Army, Chamber of Commerce, FASCD,  
27 Educational Organizations, etc.) through use of the courier,  
28 Electronic Mail, and other means of communication.  
29 Organizations must gain the approval of the Superintendent  
30 prior to using the facilities of the district. The  
31 Superintendent shall notify the Board of the organizations  
32 receiving approval.  
33  
34 4. The Osceola County Administrative Association and other  
35 bonafide nonprofit employee organizations may use  
36 computers, equipment, and the courier for business  
37 purposes of communicating notices, minutes and agendas.  
38  
39 5. District personnel may use computers and equipment for  
40 schoolwork or professional development or to improve their  
41 personal skills, subject to guidelines issued by the  
42 Superintendent.  
43

44 An employee may use District computer equipment for  
45 personal reasons under the following circumstances:

- 46  
47 a. The use is consistent with the employee's obligations  
48 to students, the public, and the School Board and not  
49 illegal under any policy, law, or applicable  
50 administrative regulation;  
51  
52 b. The personal use of the computer equipment is not  
53 done during the regular working hours of that  
54 employee; and

1  
2 c. The personal use of the computer equipment does not  
3 interfere in any manner whatsoever with the  
4 operation of the school district system.  
5

6 6. District personnel may use copy machines at employee rates.  
7

8 7. District personnel may use phone calls to notify parents of  
9 upcoming events (meetings). Such calls shall be limited to  
10 date, place, and time and agenda.  
11

12 The Superintendent may issue administrative guidelines that clarify  
13 these exceptions or specify forms and procedures concerning these  
14 exceptions.  
15

16 Auth: 231.001, 230.23(2) & 230.23(6). F.S.  
17

### 18 3.13 TRANSPORTING STUDENTS FROM OTHER COUNTIES 19

20 Osceola County will cooperate with other districts in transporting students from  
21 adjoining districts into the Osceola County School System, but out-of-district  
22 students shall obtain annual permission from both Boards prior to attending Osceola  
23 County Schools.  
24

25 Auth: 230.22, F.S.

26 Imple: SBE Regulation 6A-3.01(1); 230.23(8) and 230.33(10), F.S.  
27

### 28 3.14 NEPOTISM 29

30 The School Board shall not employ two or more close relatives or family members  
31 where one individual is the immediate supervisor of another. Such close relatives  
32 or family members are defined as: father, mother, son, daughter, brother, sister,  
33 uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, sister-in  
34 law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather,  
35 stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-  
36 sister.  
37

38 All instances of nepotism shall be investigated annually by the Superintendent. All  
39 persons concerned shall be consulted and steps taken to eliminate such practice  
40 when recommended in individual cases. Recommendations made shall be subject  
41 to Board approval. *Amended 6/30/92*  
42

43 Auth: 230.22, F.S. Imple: 116.111, F.S.  
44

### 45 3.15 GRIEVANCE PROCEDURE *Amended 6/30/92* 46

47 This grievance procedure shall apply to any problem dealing with the treatment of  
48 personnel due to the alleged violation of existing School Board rules or policies.  
49

50 Whenever an employee feels that he has a grievance, every effort shall be made to  
51 arrive at a satisfactory resolution of the problem on an informal basis. When this  
52 cannot be done, the more formal procedures stated herein an effort to resolve  
53 grievances and preserve good morale. No grievance shall be processed  
54 anonymously.

1 A. Definitions:

2  
3 Grievance - Any claim by an employee or group of employees that there has  
4 been a violation, misinterpretation or misapplication of a School Board rule  
5 or policy. The term "grievance" as used in this section and for the purposes  
6 of the procedures set forth herein, shall not apply to any matters or  
7 procedures covered by the terms of any contract entered into pursuant to  
8 Chapter 447, Florida Statutes.

9  
10 Representative - Any person or legal counsel designated by the grievant.

11  
12 Grievant - Any person or group of persons who initiates a grievance unable  
13 to be resolved in an informal manner.

14  
15 Superintendent - The Superintendent, as duly holding office in Osceola  
16 County.

17  
18 School Board - The School Board of Osceola County, Florida.

19  
20 Administrative Channel - The normal chain of command of administrative  
21 responsibility of the Osceola District Schools.

22  
23 Days - Actual working days.

24  
25 Rights - The rights of employees to:

- 26  
27 (1) Call upon any representative to aid and assist in any level of the  
28 grievance procedure.  
29  
30 (2) Request and receive for his representative a copy of all information  
31 pertaining to the grievance.  
32  
33 (3) Have all documents, communications and records dealing with the  
34 processing of the grievance kept separate from the assessment file of  
35 the participants.  
36  
37 (4) No reprisals of any kind shall be taken against any participant in the  
38 grievance procedures by reason of such participation.  
39  
40 (5) Sample forms shall be made available to all persons by the  
41 Superintendent.  
42  
43 (6) The number of days of each level shall be considered a maximum  
44 except when extended in writing by mutual consent.  
45  
46 (7) If an individual does not file a grievance within ten (10) days after  
47 becoming aware of the act or condition on which the grievance is  
48 based, or after a reasonable person under similar circumstances  
49 should have become aware of such act or condition, then the  
50 grievance shall be considered to have been waived.  
51  
52 (8) Failure of the grievant to appeal the grievance to the next level within  
53 five (5) days shall be deemed to be acceptance of the decisions  
54 rendered at that level. *Amended 6/28/94*

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- (9) The grievant and his representative shall have the right to be present at any and all levels.
- (10) No employee, including probationary or substitute employee (OPS), may use the grievance procedure in any way to appeal discharge or a decision by the Superintendent not to renew his contract.  
*Amended 6/28/94*
- (11) Failure at any step of this procedure to communicate the decision on a grievance within the specified time shall permit the grievant to appeal at the next step of this procedure.

B. Procedure for Resolving Grievances

For individual grievances, the following procedures shall apply in the order specified below:

Level 1 - The grievant shall discuss the grievance with the principal or worksite supervisor for the purpose of resolving the grievance. If satisfactory results are not obtained within five (5) days, then

Level 2 - The grievant may file the grievance by submitting a written "Statement of Grievance" on a form (FC-120-183) provided by the School Board with the Assistant Superintendent of Personnel and Administrative Services, and a copy to any representative of his choice. It shall include the name of the employee involved, the facts giving rise to the grievance, the identity by appropriate reference of all rules or policies alleged to be violated, the contention of the employee with respect to those provisions, and the specific relief requested. The Assistant Superintendent of Personnel and Administrative Services shall respond in writing within five (5) days. Copies shall be sent to any representative designated by the grievant.

Level 3 - If the grievant is not satisfied with the disposition of the grievance at level two (2) or if no decision has been rendered in writing within five (5) days the grievant may forward the written grievance form directly to the Superintendent, with copies to the person who caused the grievance and any other representative of his choice.

The Superintendent shall, within ten (10) days file his reply in writing to the grievant with copies to the person who caused the grievance and the grievant's representative.

If satisfactory results are not obtained at this level, then

Level 4 - The grievant or his representative may forward the written grievance form within five (5) days directly to the School Board with copies to all concerned. Within fifteen (15) days after receipt of the grievance, the School Board Chairman shall call a meeting for the purpose of resolving the

1 grievance. The School Board, at the discretion of the  
2 Chairman, may appoint an independent committee of its  
3 choosing to investigate the grievance. Within twenty (20)  
4 days after the above meeting, the Board shall communicate  
5 its decision in writing and state its reason in writing, if  
6 requested, to the grievant.  
7

8 Auth: 230.22, F.S.  
9 Imple: 230.23(5), F.S.

10  
11 3.16 CHILDREN OF EMPLOYEES

12  
13 During the workday employees shall make arrangements for their children away  
14 from the employee's place of employment at times other than the student school  
15 day. Emergencies shall be dealt with by the Principal/District Administration.  
16

17 Auth: 230.22, F.S.  
18 Imple: 230.23(5), F.S.  
19

20  
21 3.17 CROWD CONTROL AT ATHLETIC EVENTS

- 22  
23 A. Athletic events are a vital part of the total school program. In order that  
24 students and the community may enjoy these events they shall be conducted  
25 in a manner that will reflect credit to the school and community.  
26  
27 B. The school administrator (principal, assistant principal) or athletic director  
28 shall be on duty at each athletic event.  
29  
30 The law officer in charge will be given the name of the school official on  
31 duty.  
32  
33 C. The Student Code of Conduct will be enforced for students at all extra-  
34 curricular activities. Offenses pertaining to alcohol, drugs, fighting, and  
35 direct and willful disobedience will be strictly enforced.  
36  
37 D. No child under age 8 will be admitted to an event without an accompanying  
38 adult.  
39  
40 E. No alcoholic beverages will be permitted on the property, including the  
41 parking lot.  
42  
43 F. No one under the influence of alcoholic beverages will be admitted to  
44 events.  
45  
46 G. Anyone leaving the game and going outside the gates must purchase another  
47 ticket to re-enter.  
48  
49 H. The gates will not be opened at any time for free admission.  
50  
51 I. Those persons out of uniform and authorized to be on sidelines at football  
52 games (press, photographers, student managers, assistant coaches, etc.)  
53 must display a sideline pass to be worn around the neck.  
54

1 These passes will be issued by the school with a list given to the law officer  
2 in charge. Anyone out of uniform without a pass will not be permitted to  
3 remain. NO EXCEPTIONS.  
4

5 J. Profane, abusive language, or language or actions in the opinion of the  
6 administrator, or law officers on duty, are likely to incite riot or provoke  
7 trouble will not be permitted. Such actions will lead to ejection from  
8 property, and such other actions as deemed necessary.  
9

10 K. Upon receipt of a police report notifying the School Board of the ejection of  
11 any person under these rules, the Board shall decide if such actions by a fan  
12 merits further discipline. If further action is merited, the Board will notify  
13 the fan of date, time and place of hearing, Party may be subject to civil  
14 action or barred from attending any school function for any length of time  
15 deemed necessary.  
16

17 L. Violation of these rules by Osceola County fans at out-of-county high  
18 school events may also lead to a Board Hearing for disciplinary action.  
19

20 Auth: 230.22, F.S.  
21 Imple: 230.23 (13)a, 230.23 (14)  
22

### 23 3.18 CONTRACTED EDUCATIONAL SERVICES

24  
25 Organizations and institutions may apply for contracted educational services from  
26 the School District of Osceola County, Florida under the guidelines of the State's  
27 General Appropriations Act of 1987. Both the School District and the institution  
28 must agree on other supplies, consumables, lab materials, and textbooks as  
29 necessary. Both parties must agree that the education program manager is to be  
30 responsible for coordination the education program, is to conduct the selection and  
31 evaluation of the instructional personnel, and is to collaborate in developing  
32 operational procedures for efficient management of the educational program.  
33 Amended 7/23/91  
34

### 35 3.19 HAZARDOUS WORKING CONDITIONS OF MAINTENANCE EMPLOYEES 36 *Revised and moved from Section 3.10 on 6/29/93*

37  
38 The hazards of maintenance employees entering confined spaces as defined herein  
39 are recognized by maintenance management. This policy and the associated  
40 procedure is intended to guide all maintenance employees who encounter a confined  
41 space in the process of carrying out a repair or replacement. It is the policy of the  
42 Board to contract specialized work when the nature of the job required skills or  
43 equipment not available in-house. Entry into confined areas of unknown air quality  
44 involves hazards requiring specially trained personnel and equipment. When either  
45 of these requirements cannot be met, the job, or that portion of the job shall be  
46 referred to the Director of Maintenance for re-assignment to a qualified contractor.  
47

48 A. When qualified personnel and the appropriate equipment are available in-  
49 house, the following mandatory procedure must be followed.  
50

51 B. Confined Area: A space which by design has limited openings for entry and  
52 exit, unfavorable natural ventilation, which could contain or produce  
53 dangerous air contaminates, and which is not intended for continuous  
54 employee occupancy. Confined spaces encountered by maintenance

1 employees include but not limited to manholes, sewers, pump wells, deep  
2 pits, boilers, tanks (including new tanks) or other man-made closed  
3 containers. Some attics and crawl spaces may also fit the description of a  
4 confined space. There shall be no smoking within a 20-foot entrance or exit  
5 or a confined space. There shall be no smoking in a confined space.  
6

7 NOTE: IT IS IMPERATIVE THAT ALL TRADES FOREMEN AND  
8 TRADESMEN BE ALERT AS TO WHAT CONSTITUTES A CONFINED  
9 SPACE WITH THE ATTENDANT HAZARDS. RECOGNIZING THE  
10 DANGER IS THE FIRST STEP IN AVOIDING ACCIDENTS OF THIS  
11 TYPE.  
12

- 13 C. (1) Training - all employees attempting to perform work in a confined  
14 space shall be certified in the required safety precautions, the use of  
15 air quality test equipment and emergency rescue equipment.  
16 Certification is by satisfactory completion of an appropriate course  
17 conducted by the National Safety Council or other organization  
18 approved by Maintenance management.  
19  
20 (2) Equipment - The following equipment, as a minimum, shall be  
21 available at the site before entry is attempted:  
22  
23 a. Air supplied hood  
24  
25 b. Clean air pump  
26  
27 c. Air pump supply hose (100') for #2b  
28  
29 d. Personal oxygen monitor  
30  
31 e. External sensor with 20' capable for #4b  
32  
33 f. Combustible gas indicator  
34  
35 g. Toxic gas indicator  
36  
37 h. Harness, full body  
38  
39 i. Lifeline (1/2" rope) 100' for #8h  
40  
41 j. Ventilating equipment - blower fan  
42  
43  
44 (3) Pre-entry tests - Pre-entry tests shall be conducted for toxic gases,  
45 combustible gases, and oxygen levels by remote means before entry  
46 is attempted.

47 NOTE: All confined areas are to be considered lethal prior to  
48 the testing.  
49

- 50  
51 a. Unlock and/or open the access door (from an upwind  
52 position for sewer manholes) and place or lower the air  
53 quality instruments into the confined space.  
54

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- b. If the instruments indicate there are no excessive levels of toxic, lethal, or combustible gases, set up a ventilation blower (fan) and direct the blower into the space for a minimum of 15 minutes.
- c. If toxic, lethal, or combustible gases are present or if the oxygen level is below 19.5 % the area shall not be entered and Director of Maintenance notified.

(4) Entry - one (1) person may enter the confined space wearing a full body harness with attached rope. This rope shall not be attached lower than the shoulder blades. An air supply hood may be ordered by the foreman. A second individual (rope person) must hold the rope attached to the worker entering the confined area. This person shall have no other duties assigned while he is in this position. The person entering the space shall carry no tools, they shall be lowered to him later. If the confined area is being entered from the top, a winch shall be available at the site to effect rescue in the event of an emergency.

- a. If the confined area is out of sight of the entrance i.e., a passageway, radio contact must be maintained with the person entering the area.
- b. When air quality in the confined space shows excess levels (as in #3c), the Director of Maintenance shall arrange for qualified, trained assistance. When the work is completed, and employees evacuated, the area shall be sealed and locked. The Director of Maintenance shall, depending on the circumstances, arrange to have the source of contamination located and corrected immediately or as a separately scheduled, project.

(5) If an emergency rescue is necessary, use the following procedure:

- a. Call or send for help as soon as an emergency condition is recognized.
- b. If the person in the space is unable to return to safety, the rope person, positioned above, is to secure the end of the rope and use a lifting device, winch, come-a-long, etc., to pull, lift, or remove the stricken employee from the confined space. When the person has been removed, the rope person shall assess the nature of the injury and begin first aid.
- c. The rope person is not to enter the confined area without a "top" person at the entrance. The rope person or other rescuer is not to enter the confined area without a harness, scuba gear and a new rope person.
- d. Maintenance workers shall be required to use provided safety equipment in accordance with established safety procedures.



1 3.20 Trespass Upon Facility or School of the Osceola County School District  
2 Adopted 1/18/94  
3

- 4 A. The Principal of each school in the District in order to maintain on the  
5 campus or facility administered by the Principal, shall notify the law  
6 enforcement agency with jurisdiction on each occasion the Principal has  
7 good cause to believe that a person is trespassing upon school grounds.  
8
- 9 B. The Principal, charged with the responsibility to maintain order on the  
10 campus, may take a person into custody and detain such person in a  
11 reasonable manner for a reasonable length of time pending the arrival of a  
12 law enforcement officer when the Principal has reasonable cause to believe  
13 that the person taken into custody and detention by the Principal shall not  
14 render the Principal criminally or civilly liable for false arrest, false  
15 imprisonment or unlawful detention, as provided in section 228.091,  
16 Florida Statutes, as it may be amended from time to time. Further, said  
17 statute, as it may be amended from time to time, provides that any law  
18 enforcement officer may arrest, any person on or off the school premises,  
19 and without warrant, any person he has probable cause for believing has  
20 committed the offense of trespass upon the grounds of any facility owned or  
21 operated by the School Board.  
22
- 23 C. A person is a trespasser on a school facility if such person enters or remains  
24 upon the campus or any other facility owned or operated by the School  
25 Board, and;  
26
- 27 (1) Is not a student. For the purposes of this policy a person is not a  
28 student if that person is currently under school suspension (off  
29 campus) or expulsion; or  
30
- 31 (2) Is not an employee of the school and School Board, required by his  
32 or her employment to be on such campus or facility; or  
33
- 34 (3) Is not a parent, guardian or person who has legal custody of a  
35 student enrolled at such school or facility. Provided that the parent,  
36 guardian or person who has legal custody of a student enrolled in  
37 such school shall report at the office of the Principal and check in to  
38 remain authorized to stay on the school campus for such legitimate  
39 purpose as may be reported to the Principal ; (Note - School officials  
40 are authorized to report any invitee on the campus, including a  
41 parent, guardian or person who has legal custody of a student  
42 enrolled at the school to the law enforcement agency with  
43 jurisdiction of the school, whenever such person shall disturb the  
44 functioning of the school through loud, obnoxious, threatening or  
45 violent behavior, or behaves in any other way which may be a  
46 violation of Section 231.07, Florida Statutes, as it may be  
47 amended.); or  
48
- 49 (4) Is not a person with legitimate business on campus or the facility.  
50 Provided that any person with any business or purpose on campus  
51 of the facility shall report to the office of the Principal and check in  
52 to remain authorized to stay on the school campus for such purpose  
53 as may be reported to the school Principal ; or  
54

1 (5) Is not a person invited (either individually, or as part of a group of  
2 guests on campus) to attend a function on campus such as an athletic  
3 event or school program. A person attending a school-wide  
4 program or event is not required to check in with the Principal.  
5

6 D. This policy applies to all facilities and properties owned or operated by the  
7 School Board. Whenever the context requires, the term "Principal" shall  
8 refer also to the Chief Building Administrator or Director of a facility.  
9

10 E. The principal of each school shall be responsible for developing a procedure  
11 for all individuals who are not School Board employees to sign in upon  
12 arrival on School Board property with the purpose of entering the school  
13 facility. The procedure shall include the date, destination, and purpose of  
14 the visit. *Adopted 6/17/97*  
15

16 F. Notice to Visitors *Amended 6/17/97*  
17

18 At each school in the District, notices shall be conspicuously posted that  
19 state the following:  
20

21 All persons who are not students or employees of this  
22 school shall report to the office of the Principal and sign  
23 in. Any person who fails to check in with the Principal  
24 may be guilty of criminal trespass as provided in section  
25 228.091, Florida Statutes, as it may be amended from  
26 time to time. A student, who is suspended or expelled  
27 from school, may be guilty of criminal trespass as  
28 provided in Section 228.091, Florida Statutes, as it may  
29 be amended, if such person comes on the campus.  
30

31 Auth: 228.091, F.S.  
32

33 3.21 Data Network Acceptable Use Policy *Adopted 11/7/95 & Amended 6/17/97*  
34

35 A. The data network system of the District is available for all employees and  
36 students of the District in order to provide them with equal access to the  
37 computing resources which serve public education. The data network  
38 system is an electronic highway which connects thousands of computers all  
39 over the world and millions of individual subscribers. All personnel having  
40 authorization to use the network will have access to a variety of information.  
41

42 B. Some material on the network might not be considered to be of educational  
43 value in the context of the school setting. In addition, some material,  
44 individual contacts or communications may not be suitable for school-aged  
45 children. The District views information retrieval from the network in the  
46 same capacity as information retrieval from reference materials identified by  
47 schools. Specifically, the District supports those which will enhance the  
48 research and inquiry of the learner with directed guidance from faculty and  
49 staff. At each school, each student's access to use of the network will be  
50 under the teacher's direction and monitored as a regular instructional  
51 activity.  
52

53 C. The District cannot prevent the possibility that some users may access  
54 material that is not consistent with the educational mission, goals and

1 policies of the District. This is particularly possible since access to the  
2 Network may be obtained at sites other than school.

- 3  
4 D. At each school and facility owned or operated by the District, notices shall  
5 be conspicuously posted that state the following:

6  
7 Users of the data network system of the School District of  
8 Osceola County are responsible for their activity on the  
9 network. The School District has developed a data network  
10 acceptable use policy. All users of the network are bound by  
11 that policy. Any violation of the policy will result in the  
12 suspension of access privileges or other disciplinary action,  
13 including student expulsion and employee dismissal. School  
14 Board Rules of Osceola County, 3.21.

- 15  
16 E. The use of the Network shall be consistent with the mission, goals,  
17 policies, and priorities of the District. Successful participation in the  
18 Network requires that its users regard it as a shared resource and that  
19 members conduct themselves in a responsible, ethical, and legal manner  
20 while using the Network.

21  
22 Any use of the Network for illegal, inappropriate, or obscene purposes, or  
23 in support of such activities, will not be tolerated.

24  
25 Examples of unacceptable uses of the Network include, but are not limited  
26 to:

- 27  
28 (1) Violating the conditions of the Education Code dealing with  
29 student's rights to privacy;  
30  
31 (2) Using or accessing profanity or obscenity.  
32  
33 (3) Reposting personal communications without the author's consent;  
34  
35 (4) Copying commercial software in violation of copyright law or other  
36 copyright protected material; and  
37  
38 (5) Using the Network for financial gain or for any commercial or  
39 illegal activity.  
40  
41 (6) Using the Network for political advertisement or political activity.  
42  
43 (7) Taking any actions that affect the ability of the District to retrieve or  
44 retain a record of any use of the computer equipment or data  
45 network system, including but not limited to, adding or modifying  
46 the existing software without specific written permission;  
47  
48 (8) Transmitting any student identifying information over the data  
49 network system, except as specifically authorized by Florida law  
50 and as part of the approved educational program directly related to  
51 an approved curriculum component; and  
52  
53

1 (9) Other actions that are not in accordance with The Code of Ethics and  
2 Principles of Professional Conduct of the Education Profession of  
3 Florida.  
4

5 F. Failure to adhere to this policy may result in suspending or revoking the  
6 offender's privilege of access to the Network and other disciplinary action  
7 up to and including termination of the employee or expulsion in the case of a  
8 student.  
9

10 G. Any student shall be exempt from instruction on accessing the data  
11 network upon request in writing from the parents or guardians to the  
12 principal. The request for exemption shall expire at the end of each  
13 school year. It shall be the responsibility of the parent or guardian  
14 to renew the request yearly.  
15

16 Auth: 231.001 & 230.23(6)(C), F.S.  
17

18  
19 3.22 CHARTER SCHOOLS *Adopted 9/17/96*  
20

21 The School Board, pursuant to Florida Statutes, section 228.056, may sponsor  
22 Charter Schools in Osceola County. Charter Schools are part of the public school  
23 system. A Charter School cannot charge tuition or fees, except those fees normally  
24 charged by public schools. A Charter School shall not levy taxes or issue bonds  
25 secured by tax revenues. The initial startup of a Charter School must be consistent  
26 with the beginning of the public school calendar in the District. The Charter School  
27 must provide instruction for at least the number of days required by law for other  
28 public schools. *Amended 6/16/98*  
29

30 A. Purpose  
31

32 The purpose of Charter Schools is to improve student learning; increase  
33 learning opportunities for all students, with special emphasis on expanded  
34 learning experiences for students who are identified as academically low  
35 achieving; encourage the use of different and innovative learning methods;  
36 increase choice of learning opportunities for students; establish a new form  
37 of accountability for schools; require the measurement of learning outcomes  
38 and create innovative measurement tools; make the school the unit for  
39 improvement; and create new professional opportunities for teachers.  
40

41 B. Application  
42

43 (1) Applicants. An application for a new Charter School may be made  
44 by an individual, group of individuals, teachers, parents, or a legal  
45 entity organized under the laws of Florida. The School Board,  
46 principal, teachers, and/or the School Advisory Council at an  
47 existing public school are the only applicants who may propose the  
48 conversion of the existing school to a Charter School ("Converted  
49 Charter School"). It is School Board's policy at this time that due to  
50 overcrowding and to minimize disruption to the District as a whole,  
51 a Charter School or a Converted Charter School cannot utilize  
52 existing or future facilities of the School Board. An application for a  
53 Converted Charter School must include verified support of at least  
54 50% of the total number of teachers employed at the school and 50%

1 of the parents voting whose children are enrolled at the school  
2 provided that a majority of the parents eligible to vote participate  
3 according to State Board Rules. In calculating the 50% approval  
4 rate, each teacher, as defined in section 228.041(9), Florida  
5 Statutes, shall be given one vote and the parents or legal guardians  
6 of each student shall be given one vote so that the number of  
7 parental votes are equal to the number of students. *Amended 6/16/98*

- 8  
9 (2) Deadline for Application. All completed applications must be  
10 received in the Superintendent's office by February 1st, no later than  
11 5:00 p.m., for schools which are intended to operate during the next  
12 school year. All applications will be date stamped when they are  
13 received. The applicants may withdraw the application at any time  
14 before the decision of the School Board. *Amended 6/16/98*
- 15  
16 (3) Public Hearing. A public hearing must be held to insure community  
17 input prior to the approval of Charter applications and the Charter  
18 Contract.
- 19  
20 (4) Department of Education. The Department of Education (DOE) shall  
21 provide information regarding Charter Schools. The DOE may also  
22 provide technical assistance to applicants upon written request.
- 23  
24 (5) Application Form. An application to the School Board to sponsor a  
25 Charter School must be on the form promulgated by the  
26 Superintendent which is incorporated by reference into this rule.  
27 The application must include a worksheet for Charter School Budget  
28 Estimates, which is incorporated by reference into this rule. The  
29 application must be verified (notarized) and include any additional  
30 requirements provided for in this School Board rule. If the  
31 Superintendent has not promulgated an application form which is  
32 approved by the School Board, the application form promulgated by  
33 the DOE shall be used by applicants, it is also incorporated by  
34 reference into this rule. *Amended 6/16/98*
- 35  
36 (6) Background Information. The applicants must provide the School  
37 Board with background information on each applicant and any other  
38 individuals who will be involved with the organization and operation  
39 of the Charter School. The applicants and such individuals must  
40 provide fingerprints and information required herein and written  
41 permission to the School Board to conduct any background checks.  
42 The Charter School must disclose background information with  
43 regard to related entities and predecessor entities, including  
44 background information of the shareholders, directors, officers, etc.  
45 of these entities and the litigation history of these entities. The  
46 Charter School must elect to be either a private or public employer.

47  
48 C. Charter Contract

49 The Charter Contract will include by reference all information submitted to  
50 the School Board on the application. A Charter Contract Form is  
51 incorporated by reference into this rule and will be maintained by the  
52 Superintendent. The Charter Contract must contain the provisions of the  
53 Charter School Form, unless a deviation from items not required by the  
54

1 Charter School Legislation is within the best interest of the School District  
2 as a whole. The Charter Contract must include the following agreements:  
3 *Amended 6/16/98*  
4

- 5 (1) The Charter School shall organize as or be operated a non-profit  
6 organization. The shareholders, directors, officers, or other such  
7 individuals including persons providing information required in  
8 B(6) and shall not change without the written approval of the School  
9 Board. *Amended 6/16/98*  
10
- 11 (2) Any contract entered into between the Charter School and a third  
12 party must provide that the third party contractor is not a public  
13 employee and is not entering into a contract with the School Board  
14 of Osceola County, Florida.  
15
- 16 (3) The Charter School must provide insurance which is acceptable to  
17 the School Board, Superintendent, and School District Risk  
18 Management Department. The Charter School must maintain  
19 appropriate levels of commercial general liability insurance,  
20 automobile liability insurance, worker's compensation insurance,  
21 and professional liability insurance. The School Board of Osceola  
22 County, Florida must be listed as an additional named insured on  
23 these policies. The Charter School must notify the School Board of  
24 any changes in insurance coverage.  
25
- 26 (4) The School Board of Osceola County, Florida will not be held liable  
27 for any claim, action, damage, injury, liability, cost or expense of  
28 any kind whatsoever including, but not limited to attorneys' fees and  
29 court costs arising out of injury to a person or property damage as a  
30 result of any acts, including negligence of the Charter School or its  
31 agents, employees, invitees, or contractors. The Charter School  
32 will indemnify and hold the School Board harmless for any such  
33 claims.  
34
- 35 (5) The Charter Schools shall be opened to any student residing in the  
36 School District. Nevertheless, a Charter School may specialize in a  
37 certain area, as described in the Charter School legislation, but it  
38 cannot discriminate according to race, color, or creed. The Charter  
39 School must provide equal opportunity for exceptional education  
40 students and limited English proficient students. *Amended 6/16/98*  
41
- 42 (6) Revenue for students enrolled in a Charter School shall be funded  
43 according to the Charter School Legislation. Since funding for the  
44 Charter School is based on the number of Full-Time Equivalent  
45 (FTE) students, it is essential that records of student attendance be  
46 maintained in a format consistent with District and state reporting  
47 requirements. The Charter School will be fully responsible for  
48 collecting and maintaining accurate and appropriate records and for  
49 reporting attendance in a timely manner to the District.  
50
- 51 (7) An administrative fee charged by the School District to a Charter  
52 School shall be equal to the actual cost of administering the contract  
53 or 5% of the available Charter School funds, whichever is less.

1 This fee may be charged by the School Board each month and may  
2 be withheld from any payments made to the Charter School.

- 3  
4 (8) The District will pay the Charter School its portion of FTE funding  
5 and any other funding after the funds have been received by the  
6 District. Payment shall be made to the Charter School no later than  
7 ten (10) working days after receipt of state or federal funds by the  
8 School Board. Payment shall be on a monthly basis in arrears based  
9 upon the estimated number of FTE students in membership during  
10 the FTE survey period. The final payment, during any fiscal year  
11 shall be adjusted to reflect the number of actual FTE students in  
12 membership during the FTE survey period. If the Charter School's  
13 portion of the FTE is adjusted downward, the Charter School will  
14 reimburse the School Board for the amount of the downward  
15 adjustment. *Amended 6/16/98*
- 16  
17 (9) The Charter School must provide proof of ability to finance the start-  
18 up costs of the Charter School. This may be by proof of a line of  
19 credit or the deposit of an adequate amount of money into an escrow  
20 account. The School Board may approve a Charter Contract before  
21 the Charter School has secured space, equipment, or personnel, if  
22 the Charter School indicates approval is necessary to raise working  
23 capital. *Amended 6/16/98*
- 24  
25 (10) A Charter School shall utilize facilities which comply with the State  
26 Uniform Building Code for Public Educational Facilities  
27 Construction or with applicable State minimum building codes as  
28 provided in the Charter School Legislation and other Florida  
29 Statutes. The Charter School must specify the facilities to be used  
30 and their location, unless the School Board approves the Charter  
31 Contract prior to the identification of the facilities. If this occurs, the  
32 Contract should be amended to indicate the facilities when they have  
33 been identified. At this time, it is the policy of the School Board that  
34 a Charter School cannot use existing or future school facilities.  
35 Should the policy of the School Board change, fair market value will  
36 be charged for the use of the School Board facilities. Lack of  
37 compliance with applicable facilities' requirements will be grounds  
38 for termination of the Charter Contract. The Charter School will  
39 allow the School Board to conduct inspections of the facilities at  
40 reasonable times to insure compliance. *Amended 6/16/98*
- 41  
42 (11) The Charter School shall select its own employees and those  
43 employees shall have the option to bargain collectively in accordance  
44 with the Charter School Legislation. Teachers employed by or  
45 under contract with a Charter School shall be certified as required in  
46 chapter 231, Florida Statutes. If the Charter School employs or  
47 contracts with skilled select non-certified personnel to provide  
48 instructional services or to assist instructional staff members as  
49 teachers' aides, the Charter School must comply with the  
50 requirements of Chapter 231, Florida Statutes. A Charter School  
51 shall employ or contract with employees who have been  
52 fingerprinted as provided in the Florida Statutes. The Charter  
53 School shall check the background of all Charter School employees  
54 in accordance with School Board policy and the Florida Statutes.

1 All employees of the Charter School must meet the requirements for  
2 good moral character as required for District employees. Failure of  
3 the Charter School to meet this requirement will be good cause to  
4 revoke the Charter Contract.  
5

6 (12) If the Charter School non-renews or terminates the Charter Contract,  
7 it must notify the School District in writing ninety days prior to the  
8 date of termination. The Charter School organization shall  
9 reimburse the School Board for all costs incurred by the School  
10 Board as a result of the termination. *Amended 6/16/98*  
11

12 (13) The Charter School shall be accountable to the School Board with  
13 regard to all obligations under the Charter Contract, State and  
14 Federal law. The Charter School will provide the School Board  
15 with documentation as reasonably requested by the School Board.  
16 The Charter School shall be subject to an annually financial audit  
17 similar to that of the School District. The audit shall be conducted  
18 by an independent financial auditor, the Auditor General, or a  
19 School Board auditor. The Charter School shall bear all costs of  
20 such audit.  
21

22 (14) The Charter School must meet all applicable State and local health,  
23 safety and civil rights requirements.  
24

25 (15) The Charter School shall not violate the Anti-Discrimination  
26 Provisions of the Florida Statutes. The Charter School must be  
27 non-sectarian in its programs, admissions policies, employment  
28 practices, and operations.  
29

30 (16) The parties to the Charter Contract shall agree that any conflict  
31 arising out of the Charter School Contract shall proceed to non-  
32 binding mediation. If a settlement is not reached, any action will be  
33 governed under the laws of Florida and the venue for such action  
34 shall be Osceola County, Florida.  
35

36 (17) The Charter School must provide for the transportation of students  
37 consistent with the Charter School Legislation and the requirements  
38 of chapter 234, Florida Statutes.  
39

40 (18) The Charter School must provide measurable academic goals to be  
41 achieved and a method they will use to evaluate the progress of the  
42 students toward those goals. The School Board may conduct an  
43 independent evaluation of the goal achievement.  
44

45  
46 **D. School Board Determination**  
47

48 The School Board, after reviewing all applications for Charter Schools and  
49 all applications for renewal of a Charter School Contract, shall vote to  
50 approve or deny the application no later than sixty days after the application  
51 is received. The factors to be considered by the School Board include the  
52 impact of the Charter School on the entire District, the ability of the Charter  
53 School to comply with the terms of the Charter School Contract and the  
54 requirements of State and Federal law, including the Charter School



1                   Legislation. Approval of a Charter application may be contingent on certain  
2 factors, including the execution of a Charter Contract.

3  
4           E.       Operation of the Charter School

5                   Each Charter School shall be operated in accordance with the Charter  
6 Contract, School Board Rules, and State and Federal law.

- 7  
8  
9                   (1)       Each Charter School must operate in accordance with the Charter  
10 Contract and shall be exempt from statutes of the Florida School  
11 Code, except those pertaining to civil rights and student's health,  
12 safety, and welfare, or as otherwise required by the Charter School  
13 Legislation or State or Federal law. The Charter School shall not be  
14 exempt from Chapter 119 and section 286.011, Florida Statutes,  
15 relating to public records, public meetings, public inspection and  
16 penalties.
- 17                   (2)       Student records for those students attending a new Charter School  
18 can only be released to the Charter School if the Charter School  
19 provides written permission from the student or the student's parent  
20 or legal guardian in accordance with the Florida Statutes.
- 21                   (3)       The Superintendent will monitor the progress of each Charter  
22 School and review the Charter School in its progress toward the  
23 goals established in the Charter. Student records created by the  
24 Charter School shall be open to the Superintendent in order to  
25 monitor the progress of the school. The Superintendent shall also  
26 monitor the revenues and expenditures of the Charter School. The  
27 Superintendent shall monitor whether the Charter School is  
28 innovative and consistent with the State education goals established  
29 by section 229.591, Florida Statutes. The Superintendent will make  
30 recommendations to the School Board regarding the progress of  
31 each Charter School.  
32  
33



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## Chapter 4

### Professional Support Staff

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**4.0 PROFESSIONAL SUPPORT STAFF**

**4.1 EMPLOYMENT RULES**

**4.1.1 Qualifications of Professional Support Staff**

A. To be eligible for appointment to any position in the School District of Osceola County, a person shall be of good moral character and when required by law, hold a certificate or license issued under regulations of the State. No individual under the age of sixteen (16) may be employed, except as provided in Board rule 6.6.8 and State Board Regulation 6A-1.097. Any person rehired by the District shall file a new application and meet all current job requirements. *Amended 7/23/91 & 6/27/95*

B. All prospective employees, shall have a tuberculosis skin test or, at their own expense, a chest X-ray, prior to employment. Certificates verifying negative TB test results are valid for up to a period of one year. *Amended 6/30/92 & 6/27/95*

C. Required Medical Examinations *Adopted 6/29/93*

In the event any employee is unable to perform the essential functions of the job notwithstanding attempts to provide reasonable accommodations, then the School District shall have the right to require a physical, medical and/or psychological examination at any time conditions indicate the need. Any examination required by the School District shall be at the School District's expense. An employee who refuses a physical, medical and/or psychological examination when the School District directs the examination may be subject to job action; including but not limited to suspension or dismissal for insubordination.

D. Florida Statutes 876.05 provides that all persons who are on the payroll of the School District shall be required to take an oath of office to support the Constitution of the United States and of the State of Florida. The oath, as amended by the United States Supreme Court, is included in the Appendix to these rules.

E. All new employees, except school-based food service workers, bus drivers, bus aides and professional support staff substitutes, will pay the full cost of drug screening. However, for employees with start dates on or after July 1, 1995, if within six (6) months, a school-based food service worker, bus driver, bus aide or professional support staff substitute employee is hired as an employee in a position that would have required the payment of the full cost of drug screening, he/she shall reimburse the District for the full cost. *Amended 7/23/91 & 6/27/95*

F. All new employees who are required by law to have a physical will have the full cost of the physical paid by the Board. *Amended 7/23/91 & 6/27/95, Revised 6/17/97*

G. Fingerprint Processing *Amended 6/27/95, Revised 6/17/07*

All prospective employees and former employees with a break in service of ninety (90) or more days, shall file a complete set of fingerprints taken by

1 an authorized law enforcement officer or an employee of the School District  
2 who is trained to take fingerprints. These fingerprints shall be submitted to  
3 the Department of Law Enforcement for state processing and to the Federal  
4 Bureau of Investigation for federal processing. Amended 6/27/95;

5  
6 All prospective employees and former employees with a break in service of  
7 ninety (90) or more days, found through fingerprint processing to have  
8 been convicted of a crime involving moral turpitude shall not be employed  
9 in any position requiring direct contact with students. The Superintendent  
10 or his/her designee shall review the criminal history of each employee for  
11 compliance with standards of good moral character. For the purposes of  
12 this subsection, "a crime involving moral turpitude" shall be defined  
13 consistent with current state law.

14  
15 The Superintendent shall develop procedures to implement fingerprint  
16 processing of employees in accordance with this Rule and Florida Statutes.

17  
18 Auth: 231.02 & 231.001, F.S.

19  
20 H. All new employees, except school-based food service workers, bus drivers,  
21 bus aides and professional support staff substitutes, will pay the full cost  
22 for processing of fingerprints with the Florida Department of Law  
23 Enforcement and the FBI. However, for employees with start dates on or  
24 after July 1, 1995, if within six (6) months, a school-based food service  
25 worker, bus driver, bus aide or professional support staff substitute  
26 employee is hired as an employee in a position that would have required the  
27 payment of the full cost of processing fingerprints, he/she shall reimburse  
28 the District for the full cost. Amended 7/23/91 & 6/27/95

29  
30 I. All professional support staff positions shall require either a high school  
31 diploma or a G.E.D. after July 1, 1990. Current employees without high  
32 school diplomas shall be "grandfathered" and allowed to continue working  
33 in their current positions.

34  
35 If an area is determined to be a "critical shortage" area by the Personnel  
36 Department, the Superintendent may waive this requirement by notifying the  
37 School Board of the dates for such a waiver.

38  
39 J. All applicants shall provide true and accurate information on the application  
40 form when applying for a position. If inaccurate information is given, the  
41 applicant may not be considered for employment until one (1) year after the  
42 date of application. Amended 6/17/97

43  
44 Any employee who is discovered to have given inaccurate, incomplete, or  
45 false information on the application form shall be considered for disciplinary  
46 action up to and including termination. A review panel, consisting of the  
47 employee's administrative supervisor and the Superintendent's designee,  
48 shall determine the appropriate disciplinary action to be taken.  
49 Amended 6/30/92 & 6/17/97

50  
51 K. An administrator, with written approval from the Personnel Department,  
52 may place a current employee into an advertised vacant position, for which  
53 the employee qualifies, for a period of time not to exceed sixty (60) days.  
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The employee shall be called "Acting..." and shall be entitled to all benefits due the position being occupied.

The administrator will recommend that the employee return to his/her former status or be given the "acting" position on a permanent basis prior to the close of the sixty (60) days.

- L. All new employees are required to be members of the Florida Retirement System. Before starting employment, the employee's original social security card must be presented and a copy must be on file.  
*Amended 6/27/95*

Auth: 230.22, F.S.  
Imple: 230.23(5), 231.02 and 876.05, F.S., and SBR 6A-1.97

- M. All employees must complete a W-4 Form to authorize proper withholding of monies for income tax purposes.

- N. All professional support staff shall meet the minimum qualifications as described in the Professional Support Staff Job Description Handbook upon offer of employment. *Amended 6/27/95*

Auth: 230.22, F.S.  
Imple: 230.23(5), 231.02 and 876.05, F.S., and SBR 6A-1.97

- O. Drug Screening *Amended 6/27/95*

- (1) All prospective employees and former employees with a break in service of ninety (90) days or more will be required to take a drug screening test at the time of offer of employment and prospective employees will not begin work until the negative results are returned. (Substitute employees will be available in emergency situations.) *Amended 6/30/92 & 6/16/98*
- (2) Prior to being recommended for employment by the Superintendent, each prospective employee shall be required to submit a urine sample for a screening test. If the screening shows the presence of an illegal drug, the sample shall then be tested by the GCMS method.
- (3) A prospective employee will not be hired if the results of the drug screening test indicate the presence of an illegal drug, regardless of the frequency or occasion. However, the prospective employee may request a waiver if he/she can show a valid prescription for the drug, issued by a licensed medical practitioner or if he/she can provide evidence the drug was purchased pursuant to the provisions of section 893.08, Florida Statutes. The Superintendent or his designee shall verify the validity of the prescription or compliance with the provisions of section 893.08, and consider the request in light of the extent, duration and frequency of use of the drug; the underlying cause for use of the drug; and any other considerations relevant to the performance requirements of the position for which applied.

1 The Superintendent's decision on any request for waiver shall be  
2 final.

3  
4 (4) The term "illegal drug" shall be defined as any drug listed or defined  
5 as a "controlled substance" by Chapter 893, Florida Statutes.  
6 *Amended 6/30/92*

7  
8 (5) Applicants whose results are positive on the drug screening test may  
9 not reapply for employment until one (1) year after the date the  
10 results are determined.

11  
12 (6) Test results are confidential medical records.

13  
14 (7) Substitute employees (substitute teachers, temporary contracted  
15 employees and part-time Adult Education teachers) working within  
16 the past fiscal year will not be drug tested. If these employee types  
17 have not worked within the past school year, drug testing will be  
18 required.

19  
20 (8) Substitute employees (substitute teachers, temporary contracted  
21 employees and part-time Adult Education teachers) transferring to  
22 full-time status will be drug tested if they have not been previously  
23 tested under this rule.

24  
25 (9) Employees returning from a Board approved leave of absence or  
26 sabbatical will not be tested.

27  
28 Auth: 231.001, F.S.

29  
30 4.1.2 Employment Procedure *Amended 6/27/95*

31  
32 A. Appointment

33  
34 (1) The selection of new appointees shall be originated by the  
35 administrator of the unit in which the individual is to work, and  
36 proceed through the chain of command.

37  
38 (2) Application forms shall be provided by the District Office and shall  
39 be filled out by the applicants to provide pertinent data for  
40 evaluation. Applications and test scores remain on file for a period  
41 of one (1) year. *Amended 6/29/93*

42  
43 (3) Prior to being recommended for employment by the Superintendent  
44 and prior to the first day of employment, the prospective employee  
45 must have a completed application on file. A completed application  
46 shall include, but not be limited to:

47  
48 a. three (3) reference forms (on the District's forms).  
49 Documented telephone reference checks by the hiring  
50 administrator or supervisor may be substituted on a one for  
51 one basis; and

52  
53 b. TB test results; and  
54



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c. an official High School Diploma or GED equivalent or official transcripts confirming all degrees earned.

The Superintendent may waive any of the above in extenuating circumstances.

- (4) Appointments shall be made by the Board, and notice thereof shall be given to each appointee after spreading upon the minutes a record of such appointment. *Amended 7/23/91*
- (5) If an appointment is to a position of temporary or substitute employment, the record of appointment in the Board minutes and the notice of appointment shall so state. *Amended 7/23/91*
- (6) Professional support staff employees shall be required to pass skill proficiency tests as determined by the Superintendent. The criteria for administering and scoring shall be approved by the Board.

B. Year of Service and Pay Levels *Amended 7/23/91*

- (1) The minimum time which shall be recognized as a year of service for pay purposes shall be at least one (1) day more than half of the number of work days required in the year.
- (2) When a year of experience is required for a level upgrade, the administrator and the Personnel Department will be required to verify a complete year of experience. The following rules apply for Professional Support Staff upgrades:
  - a. Employee pay levels 10D and higher may only be upgraded one level per fiscal year.
  - b. An employee may receive a level upgrade on or after his anniversary date with the completion of an additional experience year, any other level requirements and the recommendation of the supervisor.
  - c. If an employee meets all experience level requirements and is recommended for an upgrade by the supervisor, he may be promoted during the same year once he meets other requirements (education, training, technical skills, etc.) and receives the recommendation of the supervisor.
  - d. Upgrades will not become effective until approved by the Board and will be retroactive to the date of completion of requirements described for the recommendation, the date of which is not to exceed thirty (30) calendar days. *Amended 6/27/95*

1 C. Employment Status

2  
3 (1) Probationary Period

4  
5 All new professional support staff employees shall be placed on a  
6 ninety (90) day probationary period. If an employee's fingerprint  
7 report does not clear within the ninety (90) day probationary period,  
8 the probationary period will continue. Benefits may be extended to  
9 the employee after ninety (90) days of employment if the delay in  
10 clearance of fingerprints is due to no fault of the employee.  
11 Probation may be waived by the Superintendent for returning  
12 employees provided that the prior employment with the School  
13 District has been within the past five (5) years. This waiver  
14 provision shall not apply to temporary employment contracts. At the  
15 conclusion of the probationary period the employee shall either be  
16 placed on annual employment status or terminated. During the  
17 probationary period, an employee may be terminated without cause.  
18 *Amended 4/16/91 & 6/28/94*

19  
20 (2) Annual Employment *Adopted 6/28/94*

21  
22 The School Board shall employ all professional support staff  
23 personnel in accordance with Section 231.3605, Florida Statutes.  
24 All professional support staff employees shall be employed on an  
25 annual basis for a minimum of three (3) years. At the conclusion of  
26 any fiscal year, an employee on annual status may be non-renewed  
27 without cause. Notification of non-renewal shall be made in writing  
28 not later than May 15. Such non-renewal shall not be subject to  
29 review or appeal nor subject to the procedures contained in Section  
30 4.3. *Amended 10/4/94*

31  
32 As used herein, reference to "annual status" or similar descriptive  
33 language concerning the annual appointment, shall mean the  
34 probationary status mentioned in Section 231.3605, F. S. During  
35 this annual status, after successful completion of the probationary  
36 period described in Section 4.1.2(C)(1) of these policies, the  
37 employee may not be terminated or suspended without following the  
38 procedures specified herein. However, the employee may be  
39 dismissed without cause and without entitlement to the procedural  
40 protection afforded herein during the probationary period described  
41 in Section 4.1.2(C)(1) of these policies. *Adopted 10/4/94*

42  
43 (3) Continuous Employment Status *Adopted 6/28/94*

44 a. The School Board shall provide continuous employment  
45 status as prescribed herein provided there is a position  
46 available at the worksite for the employee and the employee:

- 47  
48 1. Has completed three (3) years of satisfactory service  
49 in the District, during a period not in excess of five  
50 (5) successive years, such service being continuous  
51 except for leave duly authorized and granted; and  
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2. Has been recommended by the Superintendent for continuous employment and reappointed by the School Board based on successful performance of duties and demonstration of professional competence.

3. The period of service provided herein may be extended to four (4) years when prescribed by the supervisor or administrator and agreed to in writing by the employee at the time of reappointment.

An employee not granted continuous employment status by the end of the fourth year of employment shall be non-renewed. *Adopted 6/27/95*

No employment that is part time (less than 20 hours per week) shall count toward eligibility. *Adopted 6/27/95*

b. The continuous employment status shall be effective at the beginning of the fiscal year following the completion of all requirements therefore.

c. Any employee who has previously held continuous employment status in this district and returns to the District may be placed on continuous employment status after completing one year of satisfactory service in the district.

d. The continuous service status shall be continued each year unless the Superintendent, after receiving a recommendation from an administrator, who after following Board adopted assessment procedures, charges the employee with unsatisfactory performance and notifies the employee in writing, no later than April 1 of the fiscal year, of performance deficiencies which may result in termination of employment. *Amended 10/4/94*

(4) Return to Annual Status *Adopted 6/28/94*

Any member of the professional support staff who is under continuous employment status who transfers to a different position with substantially different job responsibilities shall be returned to annual status for a period of one year.

a. At the conclusion of one year, if the employee's performance is deemed satisfactory by the administrator or supervisor, the employee shall be granted continuous employment status.

b. If, at any time during the year, the employee's performance fails to meet the expectations of the administrator or supervisor, the employee will be given the opportunity to return to the previously held position, if it is available. If the previously held position is not available, the employee shall be offered a similar position in the District, if such a position is available.

- 1  
2 c. If the employee's performance is deemed unsatisfactory in  
3 the opinion of the administrator or supervisor, and no  
4 position is available at the previous level, the employee may  
5 be non-renewed at the end of the fiscal year.  
6  
7 d. An employee who returns to a previous level shall retain the  
8 employment status previously held at that level.  
9

10 (5) Reduction in Force *Adopted 6/28/94*

- 11  
12 a. In the event the Superintendent determines that there is to be  
13 a reduction in employee allocations for any reason, an  
14 affected employee shall be given the opportunity to transfer  
15 to an available position, provided the employee meets the  
16 qualifications of the new position and has clearly  
17 demonstrated the ability to meet the requirements of said  
18 position.  
19  
20 b. In making involuntary transfers or lay-offs, length of service  
21 in the District shall be considered.  
22

23 (6) Initial Implementation of Continuous Employment Status  
24 *Adopted 6/28/94 Amended 10/4/94*

- 25  
26 a. During the 1994-95 fiscal year, all professional support staff  
27 employees in the District shall be placed on annual status.  
28  
29 b. At the conclusion of the 1994-95 fiscal year, those  
30 professional support staff employees who have documented  
31 three or more years of service within the past five years may  
32 be recommended for continuous employment status.  
33 However, at the discretion of the administrator or  
34 supervisor, an employee may be placed on an additional year  
35 of annual service.  
36

37 4.1.3 Salary Schedules

- 38  
39 A. Salary schedules for professional support staff shall provide for the various  
40 classifications of employees of the District. Salary differentials shall be  
41 based on objective factors which shall be set forth in the salary schedule.  
42 The Board shall annually adopt and spread on its minutes a salary schedule  
43 for employees. New positions or classifications added during the year for  
44 which provisions were not made in the annual salary schedule shall be  
45 included in such salary schedule by proper amendments officially adopted  
46 by the Board. Salary policies and schedules shall be found in the Salary  
47 Handbook as annually adopted by the Board. *Amended 6/29/93*  
48  
49 B. All regular employees of the School District, employed on an hourly, daily,  
50 or monthly basis and for which payroll deductions are required, shall  
51 receive all compensation for services rendered by School District Warrants.  
52  
53 C. Testing criteria and procedures for professional support staff office  
54 positions will be adopted by the School Board. *Amended 7/23/91*

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D. Experience Pay

- (1) Experience pay shall be granted, provided the experience is in the area of work being done at the present time. Outside work experience up to a maximum of five (5) years may be brought into the system and verification on approved forms must be returned to the Personnel Department before the end of the ninety (90) day probationary period.
- (2) Verified past work experience to be used for pay purposes must be complete, properly filled out and returned to the Personnel Department during the ninety (90) day probationary period. Verified experience will be paid retroactively from the first day of current employment. *Amended 6/29/93*
- (3) Personnel transferring or being promoted into new positions will have ninety (90) days to verify their work experience for pay purposes in the new position. However, if an employee attempted to obtain the verification as documented in the personnel file and through no fault of his own, the deadline was not met, the ninety (90) day requirement may be extended or waived at the discretion of the Superintendent. *Amended 6/30/92*
- (4) Personnel transferring within the same pay grade (example: aide to aide, secretary to key punch) shall maintain their level of experience, provided the person meets the qualifications that the new position requires.

E. No deductions shall be made from the salaries of the employees of the School District unless such deductions are required by law or approved in writing by the employees to be affected. Such authorization shall continue until terminated in writing. *Amended 7/23/91*

Auth: 230.22, F.S. Imple: 230.23(5)(d), F.S. and SBR 6A-1.52

4.1.4 Definitions of Professional Support Staff

A. Full-time employees are those who are employed to work four (4) or more hours each day and five (5) days each week unless otherwise stipulated by School Board Rules.

Full-time employees are entitled to all fringe benefits provided by the School District.

B. Part-time employees are those who work less than twenty (20) hours weekly. *Amended 7/23/91*

Any part-time employees hired after adoption of this rule are not entitled to fringe benefits by the School District, however, those currently employed will continue to receive fringe benefits until their employment is terminated.

C. Temporary employees are those who are paid only for the hours they actually work. They are not entitled to the fringe benefits provided by the

1 School District. Employees shall be informed at the time of employment  
2 that such employment is of a temporary basis rather than permanent. This  
3 employment shall not be in excess of six (6) calendar months in a school  
4 year. *Amended 7/23/91*

- 5  
6 D. Substitute employees are those who perform services which are normally  
7 performed by a permanent employee and which are performed during the  
8 absence of a permanent employee not receiving pay. They are not entitled to  
9 the fringe benefits provided by the School Board.

10  
11 4.2 LEAVES OF ABSENCE

12  
13 4.2.1 General Rules

- 14  
15 A. Leaves shall be officially granted in advance and shall not be granted  
16 retroactively, provided that leave for sickness or other emergencies may be  
17 deemed to be granted in advance if a prompt report is made to the designated  
18 authority at the termination of leave. Such proper absence from duty shall  
19 be in accordance with and subject to the provisions of State Board Rule 6A-  
20 1.077.

21  
22 Any such leave shall be classified as one of the following:

- 23  
24 (1) Illness-in-line-of-duty leave (with pay)  
25  
26 (2) Military Leave (without pay)  
27  
28 (3) Personal Leave (without pay beyond six [6] charged to sick leave)  
29  
30 (4) Staff Development Leave (with pay)  
31  
32 (5) Sick Leave (with pay)  
33  
34 (6) Adoptive Leave (without pay)  
35  
36 (7) Jury Duty Leave (with pay)  
37  
38 (8) Witness Leave (with pay)  
39  
40 (9) Vacation Leave (with pay)  
41  
42 (10) Extended Leave (without pay)  
43  
44 (11) Maternity Leave (without pay beyond the sick leave balance)  
45  
46 (12) Charter School Leave (without pay)  
47  
48 (13) Natural Disaster Leave

- 49  
50 B. Family Medical Leave *Adopted 6/28/94*

51  
52 The School District of Osceola County offers up to twelve (12) weeks of  
53 job-protected leave to eligible employees as mandated in The Family and  
54 Medical Leave Act of 1993.

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- (1) In order to be eligible, an employee must have been employed by the District for a minimum of one year and worked a minimum of 1250 hours over the previous twelve (12) months.
  - a. All available sick and annual leave must be used prior to receiving leave under this policy. The twelve (12) weeks of available Family Medical Leave shall be reduced by the number of sick and annual leave days available.
  - b. Application for Family Medical Leave should be made at least thirty (30) days in advance when the leave is foreseeable.
  - c. When the leave is for a serious health condition, the District may require medical certification.
    - 1. The District reserves the right to require a second or third medical opinion.
    - 2. When the employee is ready to return to work, the District may require a fitness-for-duty report.
- (2) A maximum of twelve (12) weeks during a twelve (12) month period may be requested under this policy.
- (3) Leave may be granted for any of the following reasons:
  - a. To care for a child after birth.
  - b. To care for a child upon adoption.
  - c. To care for a foster child.
  - d. To care for a spouse, son, daughter, or parent who has a serious health condition.
  - e. To seek medical care for a condition that renders the employee unable to perform assigned job responsibilities.
- (4) Job Benefits and Employment Rights
  - a. While on Family Medical Leave, the Board will continue to provide health coverage for the employee. The employee will be responsible for any required premium payments.
  - b. Upon return to work, the employee will be placed in the position held prior to the leave, if available. If the previous position is not available, the employee will be placed in a similar position, if available.
- C. Vacation and sick leave will not be earned for months on leave without pay. A suitable vacancy must exist for an employee who wishes to return to work during the school year in which leave without pay is granted.

1  
2 D. Employees on authorized leave without pay shall be eligible to continue on  
3 School District group insurance benefits. The employee shall be personally  
4 responsible for full payment of the premiums or costs.

5  
6 E. Released Time

7  
8 Each principal or Administrative Department head shall have the authority to  
9 release members of his professional support staff for less than one-half  
10 (1/2) day for temporary absence without requesting approval of the  
11 Superintendent or the Board, provided, however, that these temporary  
12 absences are kept to a minimum.

13  
14 RETURNING FROM LEAVE

15  
16 Employees shall be required to show a doctor's release to return to work after  
17 maternity leave, any long-term medical leave or worker's compensation.

18  
19 Auth: 230.22, F.S.

20 Imple: 231.48, F.S. and SBR 6A-1.077

21  
22 4.2.2 Extended Leave

23  
24 A. Extended leave shall be defined as leave without pay for more than ten (10)  
25 consecutive days. *Amended 7/23/91*

26  
27 B. Employees shall be eligible for extended leave without pay after three (3) or  
28 more years of continuous service. The three (3) year requirement may be  
29 waived in extenuating circumstances as recommended by the Superintendent  
30 and approved by the Board. Extended leave, when granted, shall not  
31 exceed one (1) year, except that military leave shall be granted for a longer  
32 period as necessary for the completion of active duty. Maternity leave is  
33 exempt from the three (3) year provision.

34  
35 C. An extended leave without pay request must be made in writing on the form  
36 prescribed by the District. The request shall specify the time of the leave  
37 and the reason for the request. The length of the leave and the reason for  
38 the request shall be recorded in the Board minutes. The School Board shall  
39 have the right to determine that the leave is used for the purpose set forth in  
40 the application, and if not so used, the Board shall have authority to cancel  
41 the leave.

42  
43 D. The leave must be approved by the employee's immediate supervisor and  
44 the Superintendent or his designee before it is presented to the Board for  
45 approval.

46  
47 E. Extended leave may be renewed upon request for an additional period not to  
48 exceed one (1) year, subject to Board approval. Automatic renewal of an  
49 extended leave is not granted. It shall be the responsibility of the person on  
50 leave to request renewal. If no request for renewal is made prior to the  
51 expiration of the leave, employment shall be terminated.



1 F. Personal leave without pay may be requested for, but not limited to:

- 2  
3 (1) Leave to serve in the armed services  
4  
5 (2) Leave for academic study  
6  
7 (3) Leave for serving in the Peace Corps  
8  
9 (4) Leave for child rearing (for natural or adoptive child)  
10  
11 (5) Leave for childbearing  
12  
13 (6) Leave to run for or serve in an elected office  
14  
15 (7) Leave to participate in exchange programs in other states or  
16 countries

17  
18 Auth: 230.22, F.S.

19 Imple: 231.48, F.S. and SBR 6A-1.080

20  
21 4.2.3 Military Leave

22  
23 Military leave shall be granted and compensation paid in accordance with State  
24 Board Rule 6A-1.083.

25  
26 The School District shall supplement the military pay of employees who are  
27 reservists called to active military service for the first thirty (30) days with full pay  
28 and, thereafter, in an amount necessary to bring their total salary, inclusive of their  
29 base pay plus supplements, to the level equal at the time they were called to active  
30 military service. The School District will continue to provide dependent health  
31 insurance coverage, upon request, at the expense of the employee.  
32 *Amended 3/19/91*

33  
34 4.2.4 Sick Leave

35  
36 Any member of the professional support staff who is unable to perform his daily  
37 duties because of illness or because of the illness or death of a father, mother,  
38 brother, sister, husband, wife, child, or other close relative or member of his  
39 household, and who consequently has to be absent from duty, may claim sick  
40 leave. Sick leave must be taken only when necessary and must be certified by an  
41 application signed by the applicant and approved by the principal or supervisor.

42  
43 A. Effective July 1976, family members and close relatives, for the purposes  
44 of sick leave, shall be defined by the Internal Revenue Service publication,  
45 Your Federal Income Tax.

46  
47 Sick leave may be taken for maternity. Sick leave for professional support  
48 staff shall amount to one (1) day for each month of employment to be  
49 credited at the end of the month and may be earned at the rate of one day per  
50 month. An employee earning pay for at least seventy-five percent (75%) of  
51 the workdays in the month shall be treated as earning benefits for a month  
52 of employment. Such sick leave shall be cumulative from year to year.  
53 There shall be no limit on the number of days of sick leave a member of the  
54 professional support staff may accrue. *Amended 6/27/95*

1  
2 In cases of investigated sick leave abuse, the supervising administrator may  
3 recommend to the Superintendent that the employee present a certificate of  
4 illness from a licensed physician. *Adopted 6/29/93*

5  
6 Employees working in a combination of two (2) or more positions shall be  
7 assigned a primary position and shall be entitled to all benefits earned in that  
8 position. All other work shall be considered as extra pay and no additional  
9 benefits will be earned. *Amended 7/23/91*

10  
11 Employees formerly employed by the School District shall have any  
12 accumulated sick leave reinstated upon reemployment. The reinstated leave  
13 shall be reduced only to the extent that the number of days used in another  
14 district exceeds the number earned in that district.

15  
16  
17 B. Terminal Pay for Accumulated Sick Leave *Substitution adopted 6/17/97*

18  
19 (1) Any Professional Support Staff employee eligible to retire as an  
20 employee of the School Board, or his/her beneficiary if service is  
21 terminated by death, and retirees returning to active employment  
22 shall be entitled to payment for accumulated sick leave as follows:

- 23  
24 a. During the first 3 years of service, the daily rate of pay  
25 multiplied by 35 percent times the number of days of  
26 accumulated sick leave.  
27  
28 b. During the next 3 years of service, the daily rate of pay  
29 multiplied by 40 percent times the number of days of  
30 accumulated sick leave.  
31  
32 c. During the next 3 years of service, the daily rate of pay  
33 multiplied by 45 percent times the number of days of  
34 accumulated sick leave.  
35  
36 d. During the next 3 years of service, the daily rate of pay  
37 multiplied by 50 percent times the number of days of  
38 accumulated sick leave.  
39  
40 e. During and after the 13th year of service, the daily rate of  
41 pay multiplied by 100 percent times the number of days of  
42 accumulated sick leave.

43  
44 It is the intent of this section to clarify the policy that was in effect  
45 on July 1, 1995.

46  
47 (2) Definitions

48  
49 a. Years of Service

50  
51 Years of service shall mean the number of years as an  
52 employee of the School Board of Osceola County, Florida.  
53  
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b. Professional Support Staff Employees

Professional Support Staff Employees shall mean all employees of the School Board of Osceola County, Florida who are not classified by the School Board as instructional or administrative employees.

(3) Payment shall be made at the current daily rate of pay.

Auth: 231.001 & 231.40(3)(a). F.S.  
Imple: 231.40 F.S.

C. Employees' Voluntary Sick Leave Bank

(1) Membership

Any full-time employee of the District, having been employed by the School District for at least one (1) year and having at least ten (10) days accrued sick leave by the end of September of each year (inclusive of four [4] days sick leave advanced), may enroll in the sick leave bank by voluntarily contributing one (1) sick leave day to the Bank. The enrollment shall be opened each year during the months of September and February only. Employees on leave returning to service may join the Bank within ten (10) days of their employment if they meet all other criteria.

- a. Enrollment must be made on the prescribed form furnished by the Personnel Department.
- b. Any sick leave day contributed pursuant to this section shall be removed from the personally accumulated sick leave balance of that employee and shall not be returned except as provided in section (9).
- c. Membership in the Sick Leave Bank shall be continuous from the initial enrollment until an individual member has withdrawn from the plan or has drawn the maximum allowed from the Bank (see [6d]).

(2) Establishment and Duration

- a. The Sick Leave Bank will not come into existence until at least 20% of the total number of employees eligible to join the pool elect to do so and will remain in existence unless the participation drops below 20% of the number of employees eligible. The District shall provide for the establishment of a Sick Leave Bank no later than February 1, 1986.
- b. In the event the Sick Leave Bank is discontinued, distribution of remaining sick leave days will be in accordance with section (9) below.

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(3) Replenishment Contributions

If the Bank is depleted during a school year, members may be assessed up to a maximum of three (3) days per year.

(4) Administration and Governance

- a. A Personnel Department Committee will administer the Sick Leave Bank and will determine the validity of claims against the Bank.
- b. The Personnel Department will make available an annual report of usage of the Bank to the School Board and to participating members.
- c. Appeals shall be handled by the Superintendent who will establish a five member Appeals Committee, representative of both Association and management for the purpose of settling any dispute arising from claims against the Bank. The Committee will be comprised of two members from the OCTA appointed by the President, two members appointed by the Superintendent and one professional support staff employee mutually agreed upon by the Association President and the Superintendent. This Appeals Committee shall be the final authority on all disputes or interpretation involving eligibility for benefits.

(5) Eligibility

In the event of a serious personal illness, accident or injury over which the employee has no control, causing a participating employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

- a. All accumulated sick leave of the employee must first be expended, followed by a leave, not charged to sick, of five (5) workdays per incident.
- b. Applications must be made to the Personnel Department including a statement from a doctor attesting to the member's extended illness, accident, or injury. The statement must certify:
  - 1. The nature of the illness, accident, or injury.
  - 2. That in the event of an operation, it is absolutely necessary and could not reasonably be delayed until a break in the employee's duty schedule.
  - 3. The probable date the member would be able to return to work.

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- c. Application must also provide permission to investigate medical records and other information needed for review or appeal.
- d. A participating member shall not be eligible to use sick leave from the Bank if the employee is on leave for injury or illness in the line of duty, worker's compensation, or on medical retirement.

(6) Benefits

- a. All cases will be reviewed by the Sick Leave Bank Approval Committee when each twentieth (20th) day of benefits has been reached up to the maximum amount allowable. At this time, the Committee may request additional medical certification. Also, at this time, any sick leave, which may have been accrued by the participant, must then be used before resumption of drawing from the Sick Leave Bank.
- b. Upon approval of application, a member will be allowed to draw up to a maximum of forty (40) paid sick leave days from the Bank, provided there remain sufficient leave days in the Bank.
- c. The employee shall not have to pay back in any manner the number of days used from the Sick Leave Bank except as outlined in Section (7) below.
- d. In the event a member draws from the Sick Leave Bank, that individual membership shall be suspended from the Bank membership after drawing all days authorized from the Bank. Such individuals may reinstate membership by meeting qualifications in section (1) above.

(7) Participation Abuse

Alleged abuse of the Sick Leave Bank shall be investigated by the Personnel Department. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all sick leave credited (in dollars) drawn from the Sick Leave Bank and, after review by the Appeals Committee, be subject to such other disciplinary action as determined by the School Board.

(8) Withdrawal from Participation

Any participating employee who wishes to withdraw from participation in the Sick Leave Bank may do so and withdrawal will be effective immediately upon receipt by the Personnel Department of written notification of the employee's intent to withdraw. Any previously contributed sick leave will become the property of the Sick Leave Bank.

1 (9) Discontinuance of Sick Leave Bank

2  
3 If it becomes necessary to terminate the Sick Leave Bank, unused  
4 sick leave in the Bank will be distributed in the following manner:

- 5  
6 a. Each member will receive an equal share of the unused days  
7 to be credited to his personal accumulated sick leave account  
8 in fourths of a day.  
9  
10 b. Any balance left will be disposed of at the sole discretion of  
11 the Board.  
12  
13 c. In no instance will the days credited back to members be  
14 greater than the number remaining in the Bank.  
15  
16 d. Any member joining this Sick Leave Bank acknowledges  
17 that the limits of liability for any challenge to the Appeals  
18 Committee's decision is limited to the number of days the  
19 individual contributed to the Bank.  
20

21 D. Professional support staff personnel who are granted leaves of absence may  
22 be credited with earned accumulated annual leave upon re-employment.  
23

24 4.2.5 Illness-In-Line-Of-Duty

25  
26 Any professional support staff employee shall be entitled to illness-in-line-of-duty  
27 leave when he has to be absent from his duty because of a personal injury received  
28 in the discharge of duty or because of illness from any contagious or infectious  
29 disease contracted in school work. The amount of illness-in-line-of-duty leave  
30 available to any such employee shall be ten (10) days during the school fiscal year.  
31 However, in the case of injury occurring under such circumstances as in the  
32 opinion of the School Board warrants it, additional in-line-of-duty leave may be  
33 granted out of local funds for such term and under such conditions as the School  
34 Board shall deem proper.  
35

36 Auth: 230.22, F.S. Imple: 231.48, F.S.  
37

38 4.2.6 Annual Vacation Leave

39  
40 Twelve-month professional support staff shall accumulate vacation as follows:

41  
42 One (1) day for each month of employment for those employed by the  
43 District for less than five (5) active service years.

44  
45 One and one-fourth (1-1/4) days per month of employment for those  
46 employed five (5) active service years or more.

47  
48 One and one-half (1-1/2) days per month of employment for those  
49 employed ten (10) active service years or more.  
50

51 Earned leave shall be credited at the end of the month. An employee earning pay  
52 for at least seventy-five percent (75%) of the workdays in the month shall be treated  
53 as earning benefits for a month of employment.  
54

- 1           A.     A full-time employee whose normal working day is less than eight hours  
2                   shall earn and use vacation days in proportion to hours worked. No  
3                   professional support staff employee shall earn more than one and one-half  
4                   (1-1/2) eight-hour vacation days per month. A maximum of sixty (60)  
5                   vacation days may be carried over at the end of each fiscal year. Each  
6                   employee must use half of each year's earned vacation within the year in  
7                   which it is earned.
- 8
- 9           B.     Annual vacation leave time for an individual employee shall be approved by  
10                   the Superintendent or his designee and scheduled so that there will be a  
11                   minimum disruption of the operation of the school system.
- 12
- 13           C.     Employees in positions earning vacation leave who transfer or are assigned  
14                   to positions which do not earn vacation leave may receive payment for  
15                   unused vacation leave at the time of transfer or reassignment.
- 16
- 17           D.     At the time of retirement or separation of employment, unused vacation  
18                   leave shall be paid as terminal pay. Those persons entering the Deferred  
19                   Retirement Option Program (DROP) may choose to receive payment for all  
20                   or part of their accumulated vacation leave at the time of entrance into the  
21                   DROP. Those persons choosing to receive a partial payment will receive  
22                   the remainder at the time of separation from employment. Total payment  
23                   shall be limited to sixty-nine (69) days. *Adopted 1/22/91 & Amended*  
24                   *6/16/98*
- 25
- 26           E.     A leave application shall be filed with the Superintendent showing the  
27                   annual leave dates.

Auth: 230.33, F.S.           Imple: 231.48, F.S.

31   4.2.7 Personal Leave

32

33           A.     With Pay

34

35                   Any member of the professional support staff employed by the District may  
36                   be absent no more than six (6) days each school year with pay for personal  
37                   reasons. Such absences shall be charged only to accrued sick leave, and  
38                   leave for personal reasons shall be noncumulative. Applications for such  
39                   leave shall be submitted for approval. No reason need be given by the  
40                   employee for personal leave other than "personal reasons". Leaves for  
41                   personal reasons shall be granted in advance and shall not be granted  
42                   retroactively.

43

44           B.     Without Pay

45

46                   Professional support staff employees may be granted personal leave without  
47                   pay for ten (10) days or less by the supervisor provided the request is  
48                   submitted at least one (1) week prior to the beginning date of the leave.  
49                   Employees absent without leave shall be subject to dismissal. An employee  
50                   having vacation or personal charged to sick leave available may not receive  
51                   personal leave without pay except in circumstances approved by the  
52                   Superintendent.           *Amended 7/23/91 & 6/27/95*

Auth: 230.22, F.S. Imple: 231.48, F.S.

- 1  
2 C. An employee on personal leave, without pay, may not receive holiday pay  
3 unless he works or is on paid leave the day before and day after the holiday.  
4 Anyone on personal leave without pay for more than ten (10) days shall be  
5 placed on extended leave, if eligible, and the position advertised.  
6 Professional support staff employees who are not eligible for extended leave  
7 will be terminated after ten (10) days of personal leave without pay. The  
8 Superintendent may extend this leave in extenuating circumstances.  
9

10 4.2.8 Jury Duty

11 An employee shall be authorized to be absent from assigned duties, and shall  
12 receive his regular salary plus court fees while serving as a juror in any court case.  
13 If notice of jury duty is received, the supervisor should be immediately notified in  
14 writing. Proper leave shall be requested. *Amended 7/23/91*  
15

16 In the event that the employee is excused from further attendance, the employee  
17 shall return to his place of assignment as expeditiously as possible. Leave forms  
18 will show the adjustment. *Adopted 6/27/95*  
19

20  
21 4.2.9 Witness Leave

22 An employee of the District may be absent from assigned duties and shall receive  
23 his regular salary, plus any witness fees, while serving as a witness in any court  
24 case or other legal or administrative proceeding under the following conditions:  
25

- 26  
27 A. That the employee has been subpoenaed by the court or agency having  
28 subpoena powers.  
29  
30 B. That the employee shall submit a copy of the subpoena or letter from either  
31 attorney in the case to the supervisor. *Amended 7/23/91*  
32

33 In the event that the employee is excused from further attendance, the employee  
34 shall return to his place of assignment as expeditiously as possible. Leave forms  
35 will show the adjustment.  
36

37 Auth: 230.22, F.S.  
38 Imple: 231.39, F.S.  
39

40 4.2.10 Temporary Duty Elsewhere

41 In certain instances employees may be assigned to be temporarily absent from their  
42 regular duties and places of employment for the purpose of performing other  
43 educational services including participating in school surveys, professional  
44 meetings, study courses, workshops, etc. Such assignment to temporary duty,  
45 ordinarily initiated by the District administration, shall be in conformance with State  
46 Board Rule 6A-184. *Amended 3/16/91*  
47

48 Employees shall receive their regular pay and be reimbursed for expenses in  
49 accordance with Board Rule 2.4.8  
50

51 Auth: 230.22, F.S.  
52 Imple: SBR 6A-184 and 231.42 F.S.  
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4.2.11 Charter School Leave *Adopted 7/21/98*

An employee of the School Board may take unpaid leave to accept employment in a Charter School upon the approval of the School Board. While employed by the Charter School and on leave that is approved by the School Board, the employee may retain seniority accrued in the School District and may continue to be covered by the benefit programs of the School District, if the Charter School and the School Board agree to this arrangement and its financing. The employee must apply for Charter School Leave on an annual basis. An employee who is granted Charter School leave may not participate in the sick leave pool because the employee is not an employee of the District while on Charter School Leave. If the District at the end of the leave employs the employee, the employee may participate in the sick leave pool and will be credited with accumulated sick leave in accordance with School Board policy when the employee returns.

4.2.12 Natural Disaster Leave *Adopted 7/21/98*

If an employee is affected by a Natural Disaster in the county where the employee resides, then that employee may be eligible for Natural Disaster Leave.

- (a) Natural Disaster: A Natural Disaster means a tornado, hurricane, flood, fire or similar event.
- (b) Eligibility: An employee may be eligible for Natural Disaster Leave if the employee or the employee's immediate family (spouse, parents, grandparents, children, grandchildren, or siblings) have been directly affected by the natural disaster. A person is directly affected by the natural disaster under the following circumstances:
  - (1) Personal injury as a result of the natural disaster,
  - (2) Substantial loss of property as a result of the natural disaster.
- (c) Application: An eligible employee may file an application for a maximum of ten days of paid Natural Disaster Leave. The application must include documentation to support the employee's eligibility and the number of days requested. An eligible employee must file an application for Natural Disaster Leave within sixty days of the natural disaster.
- (d) Approval of Leave: A determination of eligibility for Natural Disaster Leave is solely within the discretion of the Superintendent or his designee. The number of days of Natural Disaster Leave granted to an eligible employee is also solely within the discretion of the Superintendent or his designee. An employee who has been granted Natural Disaster Leave may request an extension of the number of days of the leave. Approval of an extension is solely within the discretion of the Superintendent.
- (e) Reimbursement: The Natural Disaster Leave shall be paid retroactively to eligible employees as a reimbursement after their application has been approved by the Superintendent.

1 4.3 SEPARATION OF PROFESSIONAL SUPPORT STAFF

2  
3 4.3.1 Resignation

- 4  
5 A. Resignation of employees shall require at least two (2) weeks written notice  
6 in advance of the date of termination. Unused vacation days and personal  
7 leave charged to sick may be used toward all or part of this requirement.  
8  
9 B. All leave forms, termination forms, insurance card, prescription drug card  
10 and other required paper work must be on file in the District Personnel  
11 Office before the final pay check can be released. Failure to give proper  
12 notice may delay the release of the final check one pay period.  
13 Compensation for services rendered shall be made following the established  
14 payroll date schedule.  
15  
16 C. An exit interview shall take place prior to or at the time of receiving the last  
17 check. Termination of all benefits shall be effective as of the last official  
18 day of employment.

19  
20 Auth: 230.22,F.S. Imple: 230.23(5), F.S.

21  
22 4.3.2 Discipline and Termination

23  
24 An employee with continuous employment may be disciplined or terminated as a  
25 result of unsatisfactory performance under the annual review procedures in 4.3.2  
26 (A) or for the reasons enumerated in 4.3.2 (B). An employee on an annual status  
27 may also be disciplined or terminated under the procedures found in Rule 4.3.2(B).  
28 *Amended 6/17/97*

29  
30 A. Unsatisfactory Performance by an Employee with Continuous Employment  
31 Status *Adopted 6/28/94*

- 32  
33 (1) On receiving notice of unsatisfactory performance, the employee, on  
34 request, shall be accorded an opportunity to meet with the  
35 Superintendent or his designee for an informal review of the  
36 determination of unsatisfactory performance.  
37  
38 (2) An employee notified of unsatisfactory performance may request an  
39 opportunity to be considered for a transfer to another appropriate  
40 position, with a different supervising administrator, for subsequent  
41 employment.  
42  
43 (3) During the remainder of the fiscal year, the employee shall be  
44 provided assistance and/or inservice training opportunities to help  
45 correct the noted performance deficiencies. The employee shall also  
46 be evaluated periodically and be kept appraised of progress  
47 achieved.  
48  
49 (4) Not later than May 15 of the fiscal year, the Superintendent, after  
50 receiving and reviewing the recommendation, shall notify the  
51 employee, in writing, whether the performance deficiencies have  
52 been corrected. If the performance deficiencies have not been  
53 corrected, the Superintendent will issue a notification of termination  
54 of employment. If the employee wishes to contest the termination,

1 the employee will have fifteen (15) days from the receipt of the  
2 Superintendent's notification to demand, in writing, a hearing. In  
3 such a hearing, the employee may raise as an issue, among other  
4 things, the sufficiency of the Superintendent's charges of  
5 unsatisfactory performance. Procedures for conducting such  
6 hearing are found below.  
7

8 B. Discipline and Termination of Professional Support Staff on Annual or  
9 Continuous Employment Status. *Adopted 6/28/94*

10 Suspension and dismissal of professional support staff personnel shall be  
11 conducted in accordance with the procedures contained below except that  
12 the Superintendent may suspend members of the professional support staff  
13 in an emergency.  
14

- 15 (1) An employee may be suspended without pay, discharged and/or  
16 returned to annual status for reasons including but not limited to the  
17 following:  
18
- 19 a. Violation of a policy of the School Board of Osceola  
20 County, Florida.
  - 21 b. Violation of work rules.
  - 22 c. Gross Insubordination - Refusal to follow a proper directive,  
23 order or assignment from a supervisor.
  - 24 d. Immorality.
  - 25 e. Misconduct in Office.
  - 26 f. Incompetency.
  - 27 g. Willful Neglect of Duty.
  - 28 h. Drunkenness.
  - 29 i. Conviction of any crime involving Moral Turpitude.
  - 30 j. Endangering the health, safety or welfare of any student or  
31 employee of the District.
  - 32 k. The conviction of a felony in the State of Florida or notice  
33 of conviction of a substantially parallel offense in another  
34 jurisdiction.
  - 35 l. An act committed while off duty, which because of its  
36 publication through the media or otherwise, adversely affects  
37 the employee's performance or duties, or disrupts the  
38 operations of the District, its schools or other facilities.
  - 39 m. Improper use of leave.
  - 40 n. Failure to perform work-related assigned duties.
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- o. Intentional or negligent damage to School Board property.
- p. Unethical use or administration of test materials.
- q. Failure to report to work.
- r. Any violation of The Code of Ethics and the Principles of Professional Conduct of the Education Profession of Florida.
- s. Other infractions, as set forth from time to time in writing and disseminated by the Superintendent.

(2) An employee recommended for suspension without pay, termination and/or return to annual status may request a hearing. Such request shall be submitted in writing to the Superintendent within fifteen calendar days of receipt of notification of the action being taken.

C. Hearing Procedures *Adopted 6/28/94 Amended 10/4/94*

All hearings which concern any substantial interest of a professional support staff employee shall be conducted in accordance with the Florida Administrative Procedures Act, Chapter 120, F. S.

D. Return to Annual Status *Adopted 6/28/94*

Any member of the professional support staff who is under continuous employment status may be returned to annual status in accordance with the procedures contained above.

E. Absence After Leave Expires

Professional support staff employees who are not eligible for extended leave may, after ten (10) days of absence from their position and after sick leave expires, be recommended for dismissal. *Corrected 10/4/94*

F. The provisions contained herein shall not apply to employees during their probation period nor employees on annual status who are not recommended for re-employment at the end of their employment period. *Amended 6/28/94*

G. Unethical use or administration of test materials may constitute violation of Florida Statutes 228.301, Test Security, and may result in fines, imprisonment, and/or dismissal of involved employees.

Auth: 231.001 & 230.22, F.S. Imple: 230.23(5), F.S.

4.4 TEACHER AIDES

It is the intent of the Board that teacher aides be used to the greatest advantage possible, including substitute teaching, consistent with the provisions of Section 231.141, Florida Statutes, and State Board Rule 6A-1.70. *Amended 6/30/92*

Auth: 230.22, F.S. Imple: 231.141, F.S. and SBR 6A-1.70.

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4.5 RETIREMENT ANNUITIES PROGRAM

- A. The Board will consider annually, upon the recommendation of the Superintendent, requests for retirement annuities for school personnel with 25 years or more years of creditable service (at least five [5] of which must have been in this district) who have reached the age 55 and have applied for retirement under the Florida Retirement System or Teachers Retirement System.
  - (1) All requests must be received between September 1 and October 31 of the calendar year for those requesting retirement during or at the conclusion of that school year or four (4) months prior to retirement if planning retirement before February of that school year.
  - (2) A copy of the official determination, by the Division of Retirement, of the projected monthly benefits at the effective date of retirement based on the average monthly compensation and creditable service as of the member's early retirement date and the actual early retirement benefits shall accompany the request.
  - (3) Requests of applicants between the ages of 50 and 54 may also be considered by the Board if the Board first determines for that year that is economically feasible to do so.
- B. Between November 1 and November 30 an annual survey and study will be conducted prior to the determination of the Superintendent and Board on the feasibility of the program being offered during that school year with no commitment to offer the program in future years unless the Board opts to do so after reviewing the annual survey. The employee may be required to contribute to the annuity in order to qualify.
- C. The Board upon the recommendation of the Superintendent will determine before January 15, whether or not the program will be offered for that year.
- D. If the program is offered, the Superintendent shall make recommendations pertaining to either the investment in a specific amount of current funds or the purchase of an adequate annuity either of which would provide earned income in an amount sufficient to provide the annual early retirement supplemental benefit for the named employee.
- E. In the event an employee has earned experience in a public school system in another state, the Board may choose to purchase such out-of-state experience (up to five years) as is necessary to provide regular retirement benefits. This experience may not be purchased in addition to an annuity.  
*Adopted 6/27/95*
- F. The maximum monthly benefit to any individual shall be in compliance with Florida Statutes.

Auth: 230.22, F.S.  
Imple: 231.495, F.S.

1 4.6 MISCELLANEOUS

2  
3 A. Pallbearer

4  
5 The Superintendent or any principal or administrator has authority to allow  
6 an employee time off to act as a pallbearer and to permit the employee to  
7 make up the time to avoid loss of pay.

8  
9 B. Workers' Compensation

10  
11 All employees of the District are entitled to benefits of Workers'  
12 Compensation when qualified as prescribed under Florida Law. The  
13 employee shall receive his regular salary less Workers' Compensation  
14 payments while on illness-in-line-of-duty leave.

15  
16 C. Garnishment

17  
18 In every case in which an attempt is made to join the District as garnishee,  
19 the District shall impose its right of exemption as an agency of the State.

20  
21 D. Credit Inquiry

22  
23 The Superintendent, in response to a proper request by an appropriate  
24 recognized lending institution or credit bureau, is authorized for credit  
25 purposes to give the following information:

- 26  
27 (1) The length of employment  
28  
29 (2) The status of employment  
30  
31 (3) Salary earned

32  
33 In no case shall the Superintendent give any opinion as to the character of  
34 the employee.

35  
36 Auth: 230. 22, F. S.

37 Imple: 231.38, 230. 23(5), Chapter 440, and 230 . 33 ( 23), F . S .

38  
39 E. Reimbursement for Damage to Personal Items

40  
41 The Board shall reimburse professional support staff for damage to  
42 clothing, dentures, eyeglasses, prosthetic devices or artificial limbs where  
43 such damage occurs as a result of:

- 44  
45 (1) Breaking up a fight  
46  
47 (2) Protecting students or other employee(s) from physical harm or  
48 injury  
49  
50 (3) Assault and/or battery occurring in the course of the legal  
51 performance of assigned duties. Such reimbursement shall not  
52 exceed the replacement cost nor be paid when the above loss is  
53 reimbursable from other sources.  
54

1 Auth: 230.22, F.S.  
2 Imple: 230.23 (5), Chapter 440, and 230 . 33 (23), F.S.

3  
4 F. Councils *Adopted 6/27/95*

5  
6 A professional Support Staff Council and Professional Technical Council  
7 are hereby designated to represent the concerns and interests of professional  
8 support staff employees. The members of the councils shall be selected by  
9 their peers.

10  
11 The Professional Support Staff Council and Professional Technical Council  
12 are purely advisory bodies and do not have the authority to commit or  
13 obligate the School Board or District in any manner. The councils serve at  
14 the discretion of the School Board and may be modified or dissolved by  
15 future Board action in accordance with law.

16  
17 These councils are not collective bargaining units. Nothing in these  
18 provisions shall be deemed to confer on the councils those things  
19 exclusively provided to collective bargaining units, unions, or similar  
20 organizations.





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## Chapter 5

### Instructional Personnel

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1 **5.0 INSTRUCTIONAL PERSONNEL**

2  
3 5.1 EMPLOYMENT PRACTICE

4  
5 5.1.1 Recruitment, Selection and Appointment

6  
7 A. Personnel Philosophy

8  
9 In order to secure quality educational leadership for the children of Osceola  
10 County, the School Board expects all schools to strive to acquire teaching  
11 faculties who exemplify the following attributes:

- 12  
13 (1) A high degree of teaching competency.  
14  
15 (2) Good physical health.  
16  
17 (3) Good mental health.  
18  
19 (4) Healthy social attitudes.  
20  
21 (5) A high degree of dedication to doing utmost for children.  
22  
23 (6) Staunch adherence, active as well as passive, to the conviction that  
24 each child is valuable and should be treated in such a manner as to  
25 develop to the fullest degree possible his potential and talents.  
26  
27 (7) A desire to cooperate and work with other personnel for the  
28 betterment of operational procedures, such as pupil discipline,  
29 building control, etc.  
30  
31 (8) A profound and vital respect for the teaching profession and the  
32 nation, state, and community it serves.

33  
34 B. Qualifications of Instructional Personnel

- 35  
36 (1) To be eligible for appointment in any position in the School District  
37 of Osceola County, a person shall be of good moral character and,  
38 when required by law, shall hold a certificate or license issued under  
39 regulations of the State Board of Education, except as provided in  
40 Section 231.02, Florida Statutes. *Amended 6/17/97*  
41  
42 (2) No person may be employed who has not reached the age of  
43 eighteen (18) years, except as provided in Section 231.03, Florida  
44 Statutes.  
45  
46 (3) All teachers shall be certified in the area in which their major  
47 assignment is made unless the Superintendent shall have approved  
48 any exceptions and reported such to the Board. Any teacher who is  
49 teaching out-of-field must complete six (6) semester hours in  
50 accordance with Board rule 5.1.2 E. *Amended 6/30/92*  
51  
52 (4) All new employees are required to participate in the Florida  
53 Retirement System. Instructional employees who are members of  
54 the Teachers Retirement System may continue in that system in

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accordance with Board Rule 5.4.1. All members of the Florida Retirement System shall also contribute to Social Security.

- (5) All employees must complete a W-4 form to authorize proper withholding of monies for income tax purposes.
- (6) Florida Statute 876.05, requires all persons who are on the payroll of the School District to take an oath to support the Constitution of the United States and of the State of Florida. The oath, as amended by the United States Supreme Court, is included in the Appendix to these rules.
- (7) All new employees and former employees with a break in service of ninety (90) days or more shall be required to take a drug screening test prior to an offer of employment. *Amended 6/30/92.*

Prior to being recommended for employment by the Superintendent, each applicant shall be required to submit a urine sample for a screening test. If the screening shows the presence of an illegal drug, the sample shall then be tested by the GCMS method.

No prospective employee will be hired if the results of the drug screening test indicate the presence of an illegal drug, regardless of the frequency or occasion. However, the prospective employee may request a waiver if he/she can show a valid prescription for the drug, issued by a licensed medical practitioner or if he/she can provide the drug was purchased pursuant to the provisions of Section 893.08, Florida Statutes. The Superintendent or his designee shall verify the validity of the prescription or compliance with the provisions of Section 893.08, and consider the request in light of the extent, duration and frequency of use of the drug; the underlying cause for use of the drug; and any other considerations relevant to the performance requirements of the position for which applied.

The Superintendent's decision on any request for waiver shall be final.

The term "illegal drug" as used in this rule shall mean, any drug listed or defined as a "controlled substance" by Chapter 893, Florida Statutes.

Applicants whose results are positive on the drug screening test may not reapply for employment until one (1) year after the date the sample was given.

Please note the following related to whom is to be tested and confidentiality of testing:

- a. Employees returning from a Board approved leave of absence or sabbatical will not be tested.
- b. Prospective employees will not begin work until the results are returned. (Substitute employees will be available in emergency situations.)

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- c. The successful applicant from all employee groups (Administration, Instructional, and Professional Support Staff) will be tested as well as Adult Education teachers and substitutes. Other personnel who have contact with students as determined by the Personnel Department will be tested.
- d. Substitute employees (substitute teachers and temporary contracted employees) working within the past school year will not be required to take a drug screening test. If these employees have not worked within the past school year, a drug screening test will be required. *Amended 6/30/92*
- e. Substitute employees (substitute teachers and temporary contracted employees) transferring to full-time status will be required to take a drug screening test if they have not been previously tested under Board Rules. *Amended 6/30/92*
- f. Test results are confidential medical records.

All new instructional employees, including substitutes, shall pay the full cost of drug screening. *Amended 7/23/91*

(8) Fingerprinting *Amended 6/17/97*

All prospective employees and former employees with a break in service of ninety (90) or more days upon employment shall file a complete set of fingerprints taken by an authorized law enforcement officer or an employee of the School District who is trained to take fingerprints. These fingerprints shall be submitted to the Department of Law Enforcement and to the Federal Bureau of Investigation for federal processing.

All prospective employees and former employees with a break in service of ninety (90) or more days shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Employees found through fingerprint processing to have been convicted of a crime involving moral turpitude shall not be employed in any position requiring direct contact with students. The Superintendent or his/her designee shall review the criminal history of each employee for compliance with standards of good moral character. For the purposes of this subsection, "a crime involving moral turpitude" shall be defined consistent with current state law.

All new employees and former employees with a break in service of ninety (90) or more days will pay the full cost for processing of fingerprints with the Florida Department of Law Enforcement and the Federal Bureau of Investigation.

The Superintendent shall develop procedures to implement fingerprint processing of employees in accordance with this Rule and Florida Statutes.

Auth: 231.02 & 231.001, F.S.

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(9) All new employees, all employees returning from leave of ninety (90) or more days and all former employees with a break in service of ninety (90) days or more, shall have a tuberculin skin test or, at their own expense, a chest X-ray, at the beginning of the school year or within the ninety (90) day probationary period. Certificates verifying negative TB test results are valid for up to a period of one (1) year. *Amended 6/30/92*

(10) Applicants shall provide true and accurate information on the application form when applying for a position. If inaccurate information is given and discovered by the School District during the applicant's probationary period, the applicant may not be considered for employment until one (1) year after the date of application.

Any employee who is discovered to have given inaccurate, incomplete or false information on the application form shall be considered for disciplinary action up to and including termination.  
*Adopted 6/30/92, Amended 6/17/97*

(11) Prior to being recommended for employment by the Superintendent and prior to the first day of employment, the prospective instructional employee must have a completed application on file. This consists of an application, three (3) reference forms (on the District's forms), TB test results, an application for Florida certification, and official transcripts of all degrees or evidence of application for such transcripts. Exceptions may be made by the Superintendent in extenuating circumstances only.  
*Adopted 6/29/93, Correction 6/28/96, Amended 6/17/97*

C. Employment Procedures - Instructional

(1) Statutory - Record of Personnel

The Superintendent shall, for the purpose of improving the quality of instructional, administrative and supervisory services, establish procedures for assessing the performance of duties and responsibilities of all instructional personnel, pursuant to subsection (2) of Section 231.29, Florida Statutes.

(2) Application Form

Application forms for instructional positions may be obtained from the Personnel Department. The completed application shall be given to the Superintendent or his designee.

Completed application forms submitted at the District Office are classified into teaching areas, numbered and posted. The applications are made available to all principals upon request, and any principal interested in an application may have the application or a copy of it.

1 Employment applications will be kept on file for a period of one year  
2 and may be renewed annually, in writing, by the applicant.  
3 *Amended 6/30/92*

4  
5 (3) Responsibility of Principal

6  
7 The principal shall initiate requests for employment, re-employment,  
8 promotion, or dismissal of employees in his school. He shall aid in  
9 securing references and investigating professional qualifications of  
10 teachers to be employed. He shall not consider any applicant who  
11 cannot qualify for a valid Florida Educator's Certificate. The level  
12 of the certificate may, in part, determine the base salary.

13  
14 Three (3) or more official references from the most recent places of  
15 employment are required when considering an application of a new  
16 employee. The principal shall be governed by the District's  
17 personnel philosophy contained in this Chapter of Board Rules.  
18 *Amended 6/27/95*

19  
20 (4) Personnel Interviews and Application Reviews

21 All candidates selected by the principal as those who will be  
22 recommended for appointment must be reviewed by Personnel and  
23 Administrative Services. When reviewing applications for  
24 employment, the District shall evaluate all applications with the  
25 primary objective of selecting persons best suited to meet the  
26 educational needs of the children.

27  
28  
29 (5) Disposition of Applications

30 An applicant who has been appointed by the Board shall be notified  
31 of the appointment, and shall be given a period not to exceed fifteen  
32 (15) days to accept or reject the appointment. A record of  
33 appointments shall be spread upon the Board minutes prior to or at  
34 the time of written notice is given to the applicant. If the  
35 appointment is a position of temporary or substitute employment,  
36 the record of appointment and written notice shall so state.

37  
38  
39 (6) Acceptance of Appointment

40 Any person employed on the basis of a WRITTEN offer of a  
41 SPECIFIC POSITION by a duly authorized agent of the Board for a  
42 stated term of service at the rate specified in the adopted salary  
43 schedule and who accepted such offer by telegram or letter or by  
44 signing the regular contract form, shall be considered as having a  
45 legal contract binding to both parties and shall be subject to the  
46 provisions of Section 231.36, subsection (2), Florida Statutes, with  
47 regard to its violation.

48  
49  
50 (7) Required Medical Exams *Adopted 6/29/93*

51 In the event any employee is unable to perform the essential  
52 functions of the job notwithstanding attempts to provide reasonable  
53 accommodations, then the School District shall have the right to  
54

1 require a physical, medical and/or psychological examination at any  
2 time conditions indicate the need. Any examination required by the  
3 School District shall be at the School District's expense. An  
4 employee who refuses a physical, medical and/or psychological  
5 examination when the School District directs the examination may be  
6 subject to job action; including but not limited to suspension or  
7 dismissal for insubordination.  
8

9 D. Teacher Recruitment

10 Effective recruiting of quality instructional employees may include  
11 provisions for paying appropriate expenses relating to such recruitment.  
12 Such expenses may include moving expenses for teachers in areas  
13 determined as critical need, as determined by action of the School Board.  
14

15  
16 Auth: 230.22, F.S.

17 Imple: 230.23(5), 231.02, 231.03, 231.031, 231.14, 231.17, 121.051, 876.05,  
18 231.29(2), and 231.36(2), F.S.  
19

20 5.1.2 Certification of Instructional Personnel

21  
22 A. General Information

23  
24 It shall be the responsibility of each teacher to secure and renew his teaching  
25 certificate.  
26

27 Application forms may be obtained from the Certification Office. All  
28 certificate applications may be processed through the District contact for  
29 certification in the District Office in order to receive priority attention from  
30 the Certification Division of the State Department of Education.  
31

32 All new and full-time substitute instructional employees will pay the full  
33 cost of processing fingerprints with the Florida Department of Law  
34 Enforcement and the FBI.  
35

36 When there is a change in name, the name shall be changed on the certificate  
37 and the new certificate recorded in the Superintendent's office before any  
38 records may be changed.  
39

40 This shall be done by sending the appropriate form and fee to the  
41 Certification Section, Department of Education, Tallahassee, Florida. In the  
42 event the certificate was issued by the School District, the appropriate form  
43 and fee shall be sent to the School District of Osceola County, Florida.  
44 *Amended 7/23/91*  
45

46 Each member of the instructional staff shall file a copy of his or her  
47 certificate with the Superintendent immediately upon receipt thereof.  
48

49 B. Professional Orientation Program

50  
51 A beginning teacher must satisfactorily complete the Osceola Professional  
52 Orientation Program as described in the Osceola Master Inservice Plan.  
53 *Amended 6/17/97*  
54

55 Auth: 231.001, F.S.



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C. Extension of Certificates

The extension of teaching certificates shall be made in accordance with the provisions of Section 231.24, Florida Statutes, and State Board Regulation 6A-4.05, and shall be a responsibility shared between the individual and the State Department of Education. Inservice training may be used to extend a certificate, as outlined in the Master Inservice Plan.

D. Non-certificated Instructional Personnel

In each community there are persons who possess expert skill in, or knowledge of, a particular subject or talent, but who do not hold a Florida teaching certificate. These persons constitute an invaluable community resource for the education of the pupils in that district. It is hoped that the principals and teachers of the District will utilize the services of such expert persons in the community in an appropriate instructional capacity. Such persons may serve as non-paid volunteers or as paid members of the instructional staff to render instructional service to their individual fields of specialty, but shall not be required to hold a Educator's Certificate. Qualifications for such non-certificated instructional personnel shall include, but shall not be limited to, the following:

- (1) Health and Age - Health and age requirements shall be the same as those required for certificated instructional personnel.
- (2) Employment Procedures - Employment procedures shall be the same as those followed for certificated instructional personnel, except that non-certificated instructional personnel shall not be entitled to a contract as prescribed by State Board Regulation 6A-1.64(1).
- (3) Personnel Records - The District Personnel records shall contain information considered necessary by the District to establish the specialty of the individual, and a statement of the instructional duties assigned to and performed by each person.
- (4) Salary - Persons possessing skills in a certain job or teaching area which are considered equivalent to Bachelor's, Master's, Specialist or higher shall be paid in accordance with the Board-approved Adult Education salary schedule. Persons whose qualifications do not warrant the above mentioned pay shall be paid at the non-certified rate as provided in the Board-approved salary schedule.
- (5) Assignment, suspension, and dismissal procedures for non-certificated instructional employees shall be the same as those for certificated employees. Such procedures shall be provided in writing to each employee at the time of employment.
- (6) Assessment of performance - Procedures for assessing the performance of duties and responsibilities of all noncertificated instructional employees shall be developed by the Superintendent to ensure that each person adequately performs the duties assigned.

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- (7) Pupil Welfare - Each non-certificated instructional employee who at any time is expected to assume responsibility for the health, safety, and welfare of pupils, shall possess, in advance of assuming the responsibility, a clear understanding of State and District rules, policies, and regulations relevant to instructional responsibilities. When assigned duties require knowledge of rules, regulations, or policies of a special nature, the employee occupying a supervisory position is responsible to ascertain that the teacher possesses, in advance of assuming the duties, the necessary knowledge to perform such duties in a proper and reasonable manner.
- (8) Instructional Practices and Policies - Each non-certificated teacher who at any time is expected to assume responsibility for promoting pupil learning shall possess, in advance of assuming this responsibility, a clear understanding of all State and District instructional practices and policies relevant to instructional responsibilities.
- (9) Non-certificated teachers shall not be employed to teach for more than 160 clock hours during any fiscal school year.
- (10) A non-certificated person employed pursuant to this section shall be accorded the same protection of the laws as that accorded the certificated teacher.

Auth: 230.22, F.S.  
 Imple: 231.14, F.S., and SBR 6A-1.501, 6A-1.64, 6A-4.05 and 6A-1.502.

E. Out-of-Field Rule *Revised 6/29/93*

The hiring and/or assignment of out-of-field teachers may occur if a qualified, certified teacher is unavailable.

(1) Out-of-field Assignment Other Than ESOL (English to Speakers of Other Languages)

A teacher out of field in a subject other than ESOL shall complete at least six (6) semester hours of college credit or the equivalent toward the appropriate certification within one (1) calendar year from date of initial appointment to the out-of-field assignment and each calendar year thereafter until all course requirements are completed for the appropriate certification.

(2) Out-of-field Assignment in Only ESOL

A teacher out-of-field in only ESOL shall complete at least three (3) semester hours of college credit or the equivalent toward the ESOL requirements within the first two calendar years from date of initial assignment and three (3) semester hours or the equivalent during each calendar year thereafter until all course requirements for certification in ESOL are completed.

1 (3) Out-of-field Assignment in ESOL and Another Subject

2 A teacher out-of-field in ESOL and another subject shall complete at  
3 least six (6) semester hours of college credit or the equivalent toward  
4 the appropriate certification within one (1) calendar year from the  
5 date of initial appointment to the out-of-field assignment and each  
6 calendar year thereafter until all course requirements are completed  
7 for the appropriate certification. The training shall be completed in  
8 the following manner: During the first two (2) years, at least three  
9 (3) of the required hours or the equivalent shall be completed in  
10 ESOL strategies. Beginning with the third year and each year  
11 thereafter, at least three (3) semester hours or the equivalent shall be  
12 completed in ESOL strategies and at least three (3) semester hours in  
13 the other out-of-field subject requirements until all course  
14 requirements are completed for the appropriate coverage and the  
15 ESOL endorsement. All out-of-field teachers shall sign an  
16 agreement to work toward the appropriate certification. The  
17 Principal shall be responsible for obtaining signatures on the  
18 agreement and a copy shall be placed in the personnel file.  
19

20  
21 Auth: 230.22, F.S.  
22 Imple: 231.095, F.S., SBR 6A-1.0503  
23

24 F. Non-degreed Full-time and Part-time Vocational Instructional Personnel

25 The School Board defines non-degreed vocational instructional personnel as  
26 those staff members whose qualifications are established on the basis of  
27 occupational expertise in areas of Agriculture, Business, Health  
28 Occupations, Home Economics, Industrial, Marketing and Public Service  
29 Education; and who are assigned to teach only vocational courses when the  
30 Course Code Directory specifies non-degreed vocational instructors as  
31 appropriate.  
32

33 The School Board authorized the employment of non-certificated teachers to  
34 teach full-time in non-degreed vocational programs to comply with Section  
35 231.1725(1)(c), Florida Statutes.  
36

37 (1) Basic Qualifications

38 The Superintendent shall ensure that each candidate for employment  
39 in a non-degreed full-time/part-time vocational instructional position  
40 meets minimum requirements for employment and shall maintain  
41 records of such information in the candidate's official personnel file.  
42  
43  
44

45 (2) Occupational Expertise

46 Each candidate shall hold at least a high school diploma or the  
47 equivalent based on general education development tests or other  
48 achievement tests approved by the State Board which establishes the  
49 equivalency for a high school diploma, and establishes the minimum  
50 competency in the area of assignment based on one of the following  
51 plans:  
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- a. Plan One: At least six (6) years of full-time occupational experience or the equivalent in part-time experience in the occupational field of the teaching assignment; or
  
- b. Plan Two: A minimum of two (2) years of full-time occupational experience or the equivalent in part-time experience in the occupational field of the teaching assignment in combination with one of the options listed below:
  - 1. A bachelor's or higher degree - the degree must have been completed at an accredited institution as specified in Rule 6A-4.003, FAC with an undergraduate or graduate degree major related to the instructional assignment, or
  
  - 2. Thirty-six (36) semester hours of college credit - the college credit must have been earned at an accredited institution as specified in Rule 6A-4.003, FAC in skills or theory courses related to the instructional assignment; or
  
  - 3. Successful completion of a program of training - the training program must be specific to the area of assignment and completed at a postsecondary vocational or technical institution approved by the State Board for vocational educational in the state where the institution is located; or
  
  - 4. A valid certificate, registration, or license which was issued by the recognized state or national credentialing agency in an area specific to the area of assignment - the list of appropriate credentials and the recognized credentialing agencies which is compiled and published July 1 of each school fiscal year by the State Director of the Division of Vocational, Adult and Community Education shall be used to determine the appropriate credentials; or
  
  - 5. A certificate of completion of an apprenticeship as established by the United States Department of Labor, the Florida Department of Labor, or any state apprenticeship department which is specific to the area of assignment; or
  
  - 6. Thirty (30) semester hours of college credit. The college credit must have been earned by occupational competency test (NOCTI tests) in the area of assignment at an institution which is approved by the state board for vocational education in the state where the institution is located; or
  
  - 7. A written verification of the candidate's occupational competency - the verification of occupational

1 competency shall be signed by the district director of  
2 vocational education and the chairperson of the  
3 occupational advisory committee specific to the area  
4 of assignment. The verification shall include a listing  
5 of all current members of the advisory committee and  
6 verification that the candidate was endorsed by a  
7 majority of the membership.  
8

9 (3) Other requirements shall be:

- 10 a. Occupational experience shall be gained as a wage earner  
11 after age sixteen (16);  
12  
13 b. The occupational experience shall be verified by former  
14 employers; or for self-employment, experience in a family-  
15 owned business, or experience at a firm no longer in  
16 business, the experience shall be verified by an individual  
17 knowledgeable of the applicant's service. Employment  
18 verification shall not be accepted from the applicant or family  
19 members. The verification shall be provided on a notarized  
20 affidavit or company letterhead and shall specify the dates of  
21 employment, job title(s) and full-time or part-time  
22 employment. When employment was part-time, the number  
23 of hours worked per week shall be included. Company  
24 letterhead may be considered for verification for salary  
25 purposes; *Amended 6/30/92*  
26  
27 c. When occupational credentialing is required for program  
28 approval or for students to obtain an appropriate level of  
29 employment, the applicant shall be required to present the  
30 appropriate license described in 2(b)(4) above;  
31  
32 d. Recency of experience or training shall be required in the  
33 occupational field of the teaching assignment as follows:  
34  
35 1. At least six (6) weeks of occupational experience  
36 gained within the five (5) year period immediately  
37 preceding the date of application for employment; or  
38  
39 2. At least three (3) semester hours of college credit  
40 earned within the five (5) year period immediately  
41 preceding the date of application for employment.  
42 The college credit shall be earned at an accredited  
43 institution as specified in Rule 6A-4.003, FAC, and  
44 shall be completed in skills or theory courses related  
45 to the area of assignment; or  
46  
47 3. Completion of a vocational training program as  
48 described in (2)b.3. above, or completion of an  
49 apprenticeship program as described in (2)b.5 above  
50 within the five (5) year period immediately preceding  
51 the date of application for employment; or  
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4. One (1) year of successful teaching experience in the program area of assignment during the five (5) year period immediately preceding the date of application for employment.

(4) Initial Temporary and Part-time Certification

a. The Osceola District Schools' Certificates shall be issued in accordance with Chapter 231, Florida Statutes and the School Board Rules of Osceola County pertaining to employment of instructional personnel. The cost of each certificate and certificate renewal shall be determined by the School Board. *Adopted 6/29/93*

b. An applicant for a full-time non-degreed vocational certificate may be granted a three-year temporary certificate when the appropriate fee, application, and supporting documentation have been received. *Amended 6/30/92*

c. An applicant for a part-time non-degreed vocational certificate may be granted an initial five-year certificate when the appropriate fee, application, and supporting documentation have been received. *Amended 6/30/92*

An instructor holding a valid part-time non-degreed vocational certificate from another Florida school district may be issued an Osceola District Schools' certificate by completing the appropriate application. Documentation of experience and the fee will be waived for those individuals employed in our district. *Adopted 6/30/92*

(5) Initial Professional Certification

a. An instructor holding a valid full-time non-degreed vocational certificate may be issued a five-year professional certificate when the following criteria are met:

1. Three (3) years of successful teaching (under an Osceola District Schools' issued full-time vocational certificate) in the area for which occupational expertise was established, and completion of twelve (12) semester hours of college credit in education as specified below: *Amended 6/30/92*

(a) Three (3) semester hours in principles and philosophy of vocational education;

(b) Three (3) semester hours in general methods of teaching vocational education which includes testing and evaluation;

(c) Three (3) semester hours in methods of teaching agriculture, business, health occupations, home economics, industrial,

1 marketing, or public service education. The  
2 methods course shall be specific to the area of  
3 the teaching assignment to include course  
4 construction, lesson planning, and  
5 management and safety procedures for  
6 vocational classroom and laboratory;

- 7  
8 (d) Three (3) semester hours in vocational  
9 education designed for the special needs  
10 student;

11 OR

- 12  
13  
14 2. Three (3) years of successful teaching (under an  
15 Osceola District Schools' issued full-time vocational  
16 certificate) in the area for which occupational  
17 expertise was established and completion of the  
18 district vocational teacher education program which  
19 is approved by the Department of Education as part  
20 of the District Master Inservice Plan. The program  
21 must include a minimum of 240 inservice points  
22 which are equivalent to twelve (12) semester hours.  
23 *Amended 6/30/92*

24 AND

- 25  
26  
27 3. Presentation of passing scores on the reading,  
28 writing, math and professional sub-tests of the  
29 FTCE.  
30  
31 4. Demonstration of successful instructional  
32 performance.  
33  
34 5. Submittal of appropriate fee and application.  
35 *Adopted 6/30/92*  
36  
37 b. An individual who has met the requirements for an Osceola  
38 District Schools' five-year professional certificate and who  
39 also holds a valid Florida Educator's Certificate shall receive  
40 an initial Osceola District Schools' certificate with the same  
41 validity period as the Florida Educator's Certificate when the  
42 individual submits an application for an Osceola District  
43 Schools' certificate and an appropriate fee. *Adopted 6/30/92*  
44  
45 c. An individual who has not met the requirements for a five-  
46 year professional certificate and whose three-year temporary  
47 certificate has expired shall receive a one-year temporary  
48 certificate when the requirements specified below have been  
49 met: *Adopted 6/30/92*  
50  
51 1. Documentation of extenuating circumstances beyond  
52 the individual's control that is approved by the  
53 Superintendent; and *Adopted 6/30/92*  
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G. Teacher of Adult Education (Rank I, II or III)

(1) Full-time Instructional Personnel

Instructional personnel who are employed to teach full-time in the adult education cost category program numbers 401, 402, or 416 shall hold a valid full-time Educator's Certificate issued by the State Department of Education in the area of assignment and shall be governed by the same school board policies as other full-time teachers. *Amended 6/30/92*

(2) Part-time Instructional Personnel

Instructional personnel who are employed to teach part-time in the adult education cost category program numbers 401, 402 or 416 shall be employed as teachers in compliance with Section 2.32.1725(1)(b), Florida Statutes, and shall be governed by the criteria specified below: *Amended 6/30/92*

- a. The Superintendent shall ensure that each candidate for employment in a part-time teaching position in an adult education program meets minimum requirements for employment and shall maintain records of such information in the candidate's personnel file.
- b. Educational Training: The candidate shall hold a bachelor's or higher degree with an undergraduate or graduate degree major in the area of assignment or hold a bachelor's or higher degree in another area and thirty (30) semester hours in courses related to the area of assignment. The degree or college credit must have been completed at an accredited institution as specified in Rule 6A-4.003, FAC.
- c. When the basic qualifications are verified and the appropriate fee and application is received, Osceola District Schools will issue a part-time adult education certificate valid for five years. The certificate will be renewable upon submission of the application and appropriate fee within the last year of the validity period. *Adopted 6/30/92*

5.1.3 Assignment and Transfers

The School Board shall act on recommendations of the Superintendent regarding transfer and promotion of any employee. Assignments shall be based on the qualifications of personnel and the requirements of positions, and shall be made in accordance with Section 230.23, subsection (5) (e) and Section 230.33, subsection (7)(d), Florida Statutes.

Auth: 230.22, F.S.

Imple: 230.23(5)(e) and 230.33(7)(d), F.S.

1 5.1.4 Contracts

2  
3 A. Annual Contracts

4  
5 The School Board shall issue contracts to all instructional personnel in  
6 accordance with Section 230.23, subsection (5)(b), Florida Statutes.  
7 Florida law provides that the Board cannot pay salary to a regular  
8 instructional employee unless it has a contract with him. Further, the Board  
9 cannot enter into a contract with the prospective employee until he has a  
10 valid Florida certificate to teach. However, if an application for a certificate  
11 has been filed through the District contact for certification, with the  
12 necessary attachments, a contract may be issued on the basis of a State  
13 Department of Education number assignment on the DOE Official Receipt  
14 and Acknowledgment form on the status report sent to the District contact  
15 person each month. If, after the second pay period since employment  
16 began, a valid certificate is not presented to the District Office, further  
17 checks may be withheld.

18  
19 B. Continuing Contracts

- 20  
21 (1) A continuing contract is a contract for teaching service (as defined  
22 below), issued under the provisions of Section 231.36, Florida  
23 Statutes, entitling the holder to continuing employment without  
24 annual appointment.  
25  
26 (2) An employee who had continuing contract status prior to July 1,  
27 1984, shall be entitled to retain such contract and all rights arising  
28 therefrom in accordance with existing laws, rules of the State Board  
29 of Education, or any repealed laws unless the employee voluntarily  
30 relinquishes his continuing contract. *Amended 7/23/91*

31  
32 C. Professional Service Contract

- 33  
34 (1) The School Board of each district shall provide a professional  
35 service contract as prescribed herein. Each member of the  
36 instructional staff, excluding supervisors and principals, in each  
37 district school system who is employed with an effective date of  
38 initial employment subsequent to July 1, 1982, who:  
39  
40 a. Holds a regular certificate as prescribed by F.S. ss. 231.17  
41 and rules of the State Board of Education;  
42  
43 b. Has completed three (3) years of probationary service in the  
44 district, one (1) year of which shall be the beginning teacher  
45 program where required, during a period not in excess of  
46 five (5) successive years, such service being continuous  
47 except for leave duty authorized and granted; and  
48  
49 c. Has been recommended by the Superintendent for such  
50 professional service contract and reappointed by the School  
51 Board based on successful performance of duties and  
52 demonstration of professional competence shall be issued a  
53 professional service contract in such form as may be  
54 prescribed by rules of the State Board.

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- (2) The professional service contract shall be effective at the beginning of the school fiscal year following the completion of all requirements therefore.
- (3) The period of service provided herein may be extended to four (4) years when prescribed by the School Board and agreed to in writing by the employee at the time of reappointment.
- (4) A School Board may issue a professional service contract to any employee who has previously held a professional service contract or continuing contract in the same or another district within this state.
- (5) A professional service contract shall be renewed each year unless the Superintendent, after receiving the recommendations required by F.S. ss. 231.29(5), charges the employee with unsatisfactory performance as determined under the provisions of F.S. ss. 231. 29 and notifies the employee in writing, no later than six (6) weeks prior to the end of the post-school conference period, of performance deficiencies which may result in termination of employment, if not corrected during the subsequent year of employment (which shall be granted for an additional year in accordance with the provisions in F.S. 231.36(1), except as otherwise hereinafter provided, this action shall not be subject to the provisions of chapter 120, but the following procedures shall apply:
  - a. On receiving notice of unsatisfactory performance, the employee, on request, shall be accorded an opportunity to meet with the Superintendent or his designee for an informal review of the determination of unsatisfactory performance.
  - b. An employee notified of unsatisfactory performance may request an opportunity to be considered for a transfer to another appropriate position, with a different supervising administrator, for the subsequent year of employment.
  - c. During the subsequent year, the employee shall be provided assistance and inservice training opportunities to help correct the noted performance deficiencies. The employee shall also be evaluated periodically so that he will be kept apprised of progress achieved.
  - d. Not later than six (6) weeks prior to the close of the post-school conference period of the subsequent year, the Superintendent, after receiving and reviewing the recommendation required by F.S. ss. 231.29(5), shall notify the employee, in writing, whether the performance deficiencies have been corrected. If so, a new professional service contract shall be issued to the employee. If the performance deficiencies have not been corrected, the Superintendent may notify the School Board and the employee, in writing, that the employee shall not be issued a new professional services contract; however, if the recommendation of the Superintendent is not to issue a new

1 professional service contract, and if the employee wishes to  
2 contest such a recommendation, the employee will have  
3 fifteen (15) days from the receipt of the Superintendent's  
4 recommendation to demand, in writing, a hearing. In such a  
5 hearing, the employee may raise as an issue, among other  
6 things, the sufficiency of the Superintendent's charges of  
7 unsatisfactory performance within 45 days of receipt of the  
8 written appeal. The hearing shall be conducted in  
9 accordance with the provisions of Section 2.120.57(1)(a)1  
10 Florida Statutes. A majority vote of the School Board shall  
11 be required to sustain the Superintendent's recommendation.  
12 The determination of the School Board shall be final as to the  
13 sufficiency or insufficiency of the grounds for termination of  
14 employment; or

15  
16 e. A hearing conducted by a hearing officer assigned by the  
17 State Division of Administrative Hearings of the Department  
18 of Administration. The hearing shall be conducted within 45  
19 days of receipt of the written appeal in accordance with  
20 Chapter 120, Florida Statutes. The recommendation of the  
21 hearing officer shall be made to the School Board. A  
22 majority vote of the School Board shall be required to  
23 sustain or change the hearing officer's recommendation.  
24 The determination of the School Board shall be final as to the  
25 sufficiency or insufficiency of the grounds for termination of  
26 employment.

27  
28 D. Choosing Between Personnel on Continuing Contract or Professional  
29 Service Contracts

30  
31 Should the Board have to choose from among its personnel who are on  
32 continuing contracts or professional service contracts as to which should be  
33 retained, such decisions shall be made pursuant to the terms of a collectively  
34 bargained agreement.

35  
36 E. Return to Annual Contract Status

37  
38 Any member of the instructional staff who is under continuing contract or  
39 professional service contract may be dismissed or returned to annual  
40 contract status only after a due process hearing as prescribed in Board Rule  
41 10.1.

42 Auth: 230.22, F.S.

43 Imple: 230.23(5)(b), 231.36(3) - (5);120.53(1) 12s.57 - 129.59, and  
44 230.22(2), F.S.

45  
46  
47 5.1.5 Suspension and Dismissal

48  
49 A. Suspension and dismissal of instructional personnel shall be conducted in  
50 accordance with the procedures contained in Board Rule 10.3 except that the  
51 Superintendent may suspend members of the instructional staff in an  
52 emergency in accordance with the provisions of Section 230.33, subsection  
53 (7)(e), Florida Statutes.  
54

1 B. Unethical use or administration of test materials may constitute a violation of  
2 Florida Statutes 228.301, Test Security, and may result in fines,  
3 imprisonment, and/or dismissal of involved employees.  
4

5 Auth: 230.22, F.S.

6 Imple: 230.33(7)(e), 120.53(1), 120.57 - 120.59, 231.085(2) and 231.36(6),  
7 F.S.  
8

9 **5.1.6 Resignations and Terminations**

10  
11 A. **Resignation**

12  
13 (1) All instructional personnel requesting to be released from their  
14 contract shall submit to the Superintendent the proper resignation  
15 form. Resignation of teachers shall require at least two (2) weeks  
16 written notice prior to termination unless authorized by the  
17 Superintendent. Unused vacation days and personal leave charged  
18 to sick may be used toward all or part of this requirement.  
19

20 (2) All leave forms, termination forms, insurance card, prescription card  
21 and other required paper work must be on file in the District  
22 Personnel Office before the final pay check can be released. Failure  
23 to give proper notice may delay the release of the final check one pay  
24 period. Compensation for services rendered shall be made  
25 following the established payroll date schedule.  
26

27 (3) An exit interview shall take place prior to or at the time of receiving  
28 the last check. Termination of all benefits shall be effective as of the  
29 last official day of employment.  
30

31 B. **Release from Contract**

32  
33 Any teacher who shall violate the terms of his contract by leaving his  
34 position without first being released from his contract by the Board shall be  
35 reported to the Educational Practices Commission. The Board shall take  
36 official action on such violation and furnish a copy of the proceedings to the  
37 certification section of the State Department of Education in accordance with  
38 Section 231.36, subsection (2), Florida Statutes.  
39

40 **5.1.7 Personnel Files**

41 A. **Social Security Card**

42  
43 An original Social Security Card must be presented at the time of  
44 employment and a copy will be maintained in the employee's personnel file.  
45

46 B. A complete statement of the academic preparation, professional training, and  
47 teaching experience of each person to whom a certificate is issued, shall be  
48 furnished by the applicant to the Superintendent, on forms furnished by the  
49 Department of Education.  
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C. Performance Assessment

For the purpose of improving the quality of instructional, administrative, and supervisory services in the public schools of the District, the Superintendent shall establish procedures for assessing the performance of duties and responsibilities of all instructional personnel employed in the District and for the proper record keeping of the same.

An annual evaluation of each teacher shall also be prepared as prescribed by the Superintendent, and made available for inspection by the School Board, the Superintendent, the principal, the teacher and such other persons as the teacher or the Superintendent may authorize in writing in accordance with Section 231.29, subsections (2) and (3), Florida Statutes.

Auth: 230.22, F.S. Imple: 231.29(2) and (3), F.S.

5.1.8 Substitute Teacher

A. Substitute Teacher Certification

The purpose of substitute teacher certification is to provide evidence that substitute teachers in Osceola County are adequately qualified in order to protect the educational interests of students, parents and the public at large. Substitute teachers who obtain certification in Osceola County shall possess relevant and adequate skills to demonstrate an acceptable level of professional performance. A four (4) year college degree is preferred, but not required at this time.

The Osceola County Substitute Certificate shall be issued in accordance with Chapter 231, Florida Statutes and the School Board Rules of Osceola County pertaining to employment of instructional personnel. The cost of each certificate and certificate renewal shall be determined by the School Board. *Amended 7/23/91*

It shall be the responsibility of each applicant to qualify for a valid certificate.

The Osceola County Substitute Certificate shall be valid for five (5) fiscal school years and may be issued to an applicant who completes all application requirements outlined in School Board Rules.

Application requirements are as follows:

- (1) Complete application on file.
- (2) File a complete set of fingerprints.
- (3) Be at least 18 years of age.
- (4) Have a valid high school diploma or GED certificate.
- (5) Complete all forms for employment.
- (6) File two (2) completed references.

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- (7) File the results of TB testing.
- (8) Present an original Social Security card.
- (9) Complete drug screening.
- (10) Complete interview with Personnel.

B. Compensation

- (1) Compensation for substitute teachers and Adult Education Instructors shall be computed using the School Board approved salary schedule. *Amended 6/30/92*
- (2) For salary rating purposes, substitute teachers and Adult Education instructors must have a minimum of a high school diploma or equivalent, or official transcript. The official transcript must be sent directly from the college or university to the Personnel Department. If an official transcript cannot be sent directly from the college or university, the Superintendent may consider an alternate method of verification. *Adopted 6/30/92*
- (3) All degrees must be from accredited colleges and universities as recognized by the Florida Department of Education. *Adopted 6/30/92*
- (4) Compensation for short-term contracts shall be paid to State-certified teachers with a bachelor's degree or higher. The daily rate would be the same as that paid to full-time employees with the same qualifications and status.

C. The Superintendent shall compile a list of qualified substitutes who may be called upon for substitute teaching. Each substitute shall be approved by the School Board prior to substitute teaching.

D. Short-term Contracts

A substitute teacher with State certification may be considered for a short-term contract when the instructional employee being replaced is on personal leave or when a vacancy exists that cannot be filled by a qualified certificated person.

E. Reciprocal Agreement

Osceola District Schools will accept substitute certification from other Florida counties that have entered into a reciprocal agreement acknowledging a basic set of criteria.

F. Osceola County Substitute Certificates shall be renewed every five (5) years following an interview and a notarized statement on non-criminal activity.

Auth: 230.22, F.S.  
Imple: 231.47, F.S. and SBR 6A-1.54.

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5.2 EMPLOYMENT CONDITIONS

5.2.1 Time Schedule - School Day, Week and Year

A. Work Year

Instructional personnel are required to work each school year not less than 196 days of service excluding Sundays and holidays, which shall include at least 180 actual teaching days, or the equivalent on an hourly basis, as specified by Section 236.02, subsection (3), Florida Statutes, and State Board Rule 6A-1.451(3).

B. Supervision of Students

All members of the faculty are responsible for the supervision of the students during school hours regardless of specific scheduled assignment.

Teachers desiring to leave the campus between the time school starts and the end of the school day for students shall obtain permission from the principal.

C. Released Time

Each principal shall have the authority to release members of his staff for less than one-half (1/2) day for temporary absence without requesting approval of the Superintendent or Board, provided, however, that these temporary absences are kept to a minimum and that the principal assumes responsibility for such absences. In cases where other staff members are able to conduct the class of the excused teacher and a substitute is not required, it shall not be necessary to charge the excused teacher with personal or sick leave; however, if personal leave is charged, the Superintendent shall be consulted. Each principal shall keep a record of such temporary absences, the time involved, and the reason for each absence.

D. School Hours

All schools shall maintain regularly scheduled school hours. In no case shall school be dismissed for a sports event or any other activity at an hour other than the scheduled time for dismissal without prior approval of the Superintendent. Exceptions may be made by the principal in case of emergencies where the safety and welfare of the students are in jeopardy.

The principal of each school shall design a working schedule which will best serve the needs of the community and which shall be approved by the Superintendent and coordinated with the operation of the transportation system.

Auth: 230.22, F.S.  
Imple: 236.02(3), 230.33(7)(f), and 231.085(5), F.S.



1 5.2.2 Vacations and Holidays

2  
3 Twelve (12) month instructional personnel shall be given vacation days and  
4 holidays as may be recommended by the Superintendent and approved by the  
5 Board.

6  
7 Those persons earning vacation leave, upon entering the Deferred Retirement  
8 Option Program (DROP) may choose to receive payment for all or part of their  
9 accumulated vacation leave at the time of entrance into the DROP. Those persons  
10 choosing to receive a partial payment will receive the remainder at the time of  
11 separation from employment. *Adopted 6/16/98*

12  
13 Auth: 230.22, F.S.

14 Imple: 231.39 and 236.02(3), F.S.; and SBR 6A-1.82

15  
16 5.2.3 Temporary Duty Assignment of Employees

17  
18 When mutually agreed upon, employees may be assigned to be temporarily absent  
19 from their regular duties and places of employment for the purpose of performing  
20 other educational services, including participation in school surveys, professional  
21 meetings, study courses, workshops, etc. Such assignment to temporary duty shall  
22 ordinarily be initiated by the District administration, but an employee may request  
23 assignment to temporary duty, subject to approval by the Superintendent.  
24 Employees shall receive their regular pay and may be allowed expenses as provided  
25 in Board Rule 2.4.8. Such temporary duty shall be considered equal to the regular  
26 duties of the individual, and employees performing such assigned temporary duties  
27 shall not be considered to be on leave. Employees may not be assigned for  
28 temporary duty for the purpose of earning college credits, improving rank or  
29 renewing certificates, except when participating in a staff development program  
30 approved by the Board.

31  
32 Auth: 230.22, F.S.

33 Imple: 231.42, F.S. and SBR 6A-1.84.

34  
35 5.2.4 Wearing Apparel

36  
37 Teachers' dress shall be dignified, non-disruptive and in good taste. The Principal  
38 may direct any teacher whose wearing apparel, in the Principal's opinion, violates  
39 this policy, to change into suitable clothing. If the teacher refuses to do so, the  
40 Superintendent may suspend the teacher until the teacher complies with the  
41 Superintendent's request. Such suspensions shall be pursuant to Section 231.36,  
42 subsection (6), Florida Statutes.

43  
44 Auth: 230.22, F.S.

45 Imple: 231.09(2), 231.36(6), 120.53(1), 120.57-120.59, 230.33(7)(e), and  
46 231.085(2), F.S.

47  
48 5.2.5 Workers' Compensation

49  
50 All employees of the Board are entitled to benefits of Workers' Compensation when  
51 qualified as prescribed under Florida Law. The employee shall receive his regular  
52 salary less workers' compensation payments while on illness-in-line-of-duty leave.  
53  
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1 5.2.6 Pallbearer

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The head of a district department or a principal has the authority to allow any member of the instructional staff to act as pallbearer.

Auth: 230.22, F.S. Imple: 231.085, F.S.

5.2.7 Tutoring

No member of the instructional staff shall receive compensation for tutoring a pupil enrolled in his or her class. Teachers who receive compensation for tutoring shall not use public school facilities for such purpose.

Auth: 230.22, F.S.  
Imple: 232.02, F.S., and SBR 6A-1.951.

5.2.8 Residence

Teachers employed by the Board are encouraged but not required to live in Osceola County. Living out of the county does not exempt the teacher in any way from his prescribed duties.

5.2.9 Inter-school and Intra-school Visitation

A member of a school's instructional staff may be recommended by the principal and Director of Staff Development for a maximum of two (2) days of visitation per year for the purpose of improving instruction. The teacher shall make necessary arrangements with the school to be visited. Under no circumstances shall a teacher visit another school unless the visit has been prearranged and provided, further, that the teacher, upon arrival to the host school, reports first to the office of the principal. Application should be made according to provisions of the Master In-service Plan, a copy of which shall be available in each school library.

Auth: 230.22, F.S. Imple: 231.601(4)(c), F.S.

5.3 LEAVES OF ABSENCE

During the school year, when it is necessary to be absent from duty, any member of the instructional staff may secure leave of absence as prescribed by law, pursuant to rules of the Board. Any such leave shall be classified as one of the following:

- A. Illness-in-line-of-duty leave
- B. Maternity leave
- C. Military leave
- D. Personal leave
- E. Professional leave
- F. Staff Development leave
- G. Sick leave

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- H. Sabbatical leave
- I. Adoptive leave
- J. Jury Duty Leave
- K. Witness Leave
- L. Charter School Leave
- M. Natural Disaster Leave

Auth: 230.22, F.S. Imple: 231.39 - 231.43, F.S., SBR 6A-1.76 and 6A-1.77

5.3.1 Authority for Leave

The Superintendent may grant leaves as authorized by Board Rules. When leave is granted, it shall be with or without pay as provided by law and Board rule, and shall be allowed only when the operation of schools is protected against undue interruption because of the absence of employees. *Amended 7/23/91*

Auth: 230.22, F.S. Imple: 231.39 - 231.43, F.S., SBR 6A-1.76

5.3.2 Advance Granting of Leave

Leaves shall be officially granted in advance and shall not be granted retroactively, provided that leaves for sickness or other emergencies may be deemed to be granted in advance if prompt reporting is made to the proper authority.

Auth: 230.22, F.S. Imple: 231.39 - 231.43, F.S., SBR 6A-1.76.

5.3.3 Purpose Specified

Leave granted on the request of an employee shall be for a particular purpose or cause which shall be set forth in a written application. The Board reserves the right to determine that the leave is issued for the purpose or cause set forth in the application. If not so used as specified, the leave approval is subject to cancellation by the Board.

Auth: 230.22, F.S. Imple: SBR 6A-1.79 and 231.39, F.S.

5.3.4 Records of Absence

The principal of each school shall see that records of leave are kept and submitted to the Superintendent at least once a month on forms prescribed for that purpose in accordance with Section 231.45, Florida Statutes. The Superintendent shall keep complete records of all instructional personnel with regard to absences, and shall consult with the Board concerning the disposition of any claims for payment of benefits as provided herein.

Auth: 230.22, F.S. Imple: 231.45 and 231.46, F.S., SBR 6A-1.77

1 5.3.5 Illness-in-line-of-Duty Leave

2  
3 "Illness-in-line-of-duty" is absence from duties necessary because of personal  
4 injury received in the discharge of duty or because of illness from a contagious or  
5 infectious disease determined to have been contracted in school work.

6  
7 Auth: 230.22, F.S.

8 Imple: 231.41, F.S.

9  
10 5.3.6 Maternity Leave

11  
12 Maternity leave shall be granted for absence necessary by reason of pregnancy and  
13 child birth. Sick leave may be granted for maternity leave, to the extent of an  
14 employee's eligibility for sick leave, at the option of the employee.

15  
16 Auth: 230.22, F.S.

17 Imple: 231.39(s) and 231.40, F.S.

18  
19 5.3.7 Military Leave

20  
21 Military leave shall be granted without pay, except as provided in Section 115.07,  
22 Florida Statutes, to employees who are required to serve in the Armed Forces of the  
23 United States or of this State in fulfillment of obligations incurred under Selective  
24 Service laws or because of membership in the reserves of the Armed Forces or  
25 National Guard. At the termination of this service, employees must make  
26 application for reemployment within six (6) months following the date of discharge  
27 or release from active duty. The School Board shall have a period not to exceed six  
28 (6) months, to reassign the employee to duty in the school system. Military leave  
29 shall not be counted as years of service toward a continuing contract.

30  
31 Auth: 230.22, F.S.

32 Imple: 231.39(2) and 115.07 F.S.

33  
34 5.3.8 Personal Leave

35  
36 A. Without Pay

37  
38 Instructional personnel may be granted personal leave without pay by the  
39 Principal or Administrator. A person on personal leave without pay may  
40 not receive holiday pay unless he works or is on paid leave the day before  
41 and the day after the holiday. *Amended 7/23/91*

42  
43  
44 B. Charged to Sick Leave

45  
46 A member of the instructional staff may be absent with pay for personal  
47 reasons. Such absences shall be charged only to accrued sick leave as  
48 provided by law and leave for personal reasons shall be noncumulative.

49  
50 Auth: 230.22, F.S.

51 Imple: 231.43, F.S., 231.40(2)(a)2

1 5.3.9 Professional Leave

2  
3 Professional leave is defined as leave granted to a member of the instructional staff  
4 to engage in activities which will result in his professional benefit and advancement,  
5 including earning of college credits and degrees, or that will contribute to the  
6 profession of teaching.

7  
8 Auth: 230.22, F.S.  
9 Imple: 231.39(1), F.S.

10  
11 5.3.10 Sick Leave

12  
13 A. Sick Leave

14  
15 Any member of the instructional staff, who is unable to perform his/her  
16 required duties because of personal illness, or because of the illness or death  
17 of father, mother, brother, sister, husband, wife, child or other close  
18 relative or member of his own household and who consequently has to be  
19 absent from work, shall be granted leave of absence for sickness by the  
20 Principal or Administrator.

21  
22 In cases of investigated sick leave abuse, the principal may recommend to  
23 the Superintendent that the employee present a certificate of illness from a  
24 licensed physician. *Amended 6/29/93*

25  
26 Absence because of illness beyond accumulated sick leave is considered  
27 personal leave without pay. *Amended 7/23/91*

28  
29 B. Terminal Pay for Accumulated Sick Leave

30  
31 Instructional personnel eligible to retire as provided by law, or his/her  
32 beneficiary if service is terminated by death, and retirees returning to active  
33 employment shall be entitled to payment for the maximum accumulated sick  
34 leave allowed by law at time of termination. Payment shall be made at the  
35 current daily rate of pay.

36  
37 Imple: 231.40, F.S.

38  
39 5.3.11 Unauthorized Leave

40  
41 All absence from duty for good reason shall be covered by leave duly authorized.  
42 Any employee willfully absent from duty without leave shall forfeit compensation  
43 for the time of such absence and shall be subject to discharge and forfeiture of  
44 tenure and all other rights and privileges provided by law. If an employee granted  
45 leave fails to return to duty at the termination of leave, his employment shall be  
46 subject to cancellation by the School Board.

47  
48 Auth: 230.22, F.S.  
49 Imple: 231.44, F.S. and SBR 6A-1.77

50  
51 5.3.12 Sabbatical Leave

52  
53 Sabbatical leave for study, research, educational travel or such reason as approved  
54 by a sabbatical committee shall be granted by the Board to teachers who have four

1 (4) or more years of service in Osceola County. This leave shall be granted for a  
2 period not to exceed one (1) year.

3  
4 5.3.13 Adoptive Leave

5  
6 A teacher adopting a child of pre-school age or less shall be entitled to adoptive  
7 leave without pay not to exceed one (1) year.

8  
9 5.3.14 Jury Duty

10  
11 An employee shall be authorized to be absent from assigned duties, and shall  
12 receive his regular salary plus court fees while serving as a juror in any court case.  
13 If notice of jury duty is received, the Principal or Administrator should be  
14 immediately notified in writing. Proper leave shall be requested. *Amended 7/23/91*

15  
16 In the event that the employee is excused from further attendance, the employee  
17 shall return to his place of assignment as expeditiously as possible. Leave  
18 forms will show the adjustment. *Amended 6/27/95*

19  
20 Auth: 230.22, F.S. Imple: 231.39, F.S.

21  
22 5.3.15 Witness Leave

23  
24 An employee of the Board may be absent from assigned duties and shall receive his  
25 regular salary, plus any witness fees, while serving as a witness in any court case  
26 or other legal or administrative proceeding under the following conditions:

- 27  
28 A. That the person has been subpoenaed by the court or agency having  
29 subpoena powers.  
30  
31 B. That the employee shall submit a copy of the subpoena or letter from either  
32 attorney in the case to the Principal or Administrator.

33  
34 In the event that the employee is excused from further attendance, the employee  
35 shall return to his place of assignment as expeditiously as possible. Leave  
36 forms will show the adjustment. *Amended 7/23/91 & 6/27/95*

37  
38 Auth: 230.22, F.S. Imple: 231.39, F.S.

39  
40 5.3.16 Family Medical Leave *Adopted 7/2/96*

41  
42 The School District of Osceola County offers up to twelve (12) weeks of job-  
43 protected leave to eligible employees as mandated in The Family and Medical Leave  
44 Act of 1993.

- 45  
46 A. In order to be eligible, an employee must have been employed by the  
47 District for a minimum of one year and worked a minimum of 1250 hours  
48 over the previous twelve (12) months.  
49  
50 (1) All available sick and annual leave must be used prior to receiving  
51 leave under this policy. The twelve (12) weeks of available Family  
52 Medical Leave shall be reduced by the number of sick and annual  
53 leave days available.  
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- (2) Application for Family Medical Leave should be made at least thirty (30) days in advance when the leave is foreseeable.
- (3) When the leave is for a serious health condition, the District may require medical certification.
  - a. The District reserves the right to require a second or third medical opinion.
  - b. When the employee is ready to return to work, the District may require a fitness-for-duty report.
- B. A maximum of twelve (12) weeks during a twelve (12) month period may be requested under this policy.
- C. Leave may be granted for any of the following reasons:
  - (1) To care for a child after birth.
  - (2) To care for a child upon adoption.
  - (3) To care for a foster child.
  - (4) To care for a spouse, son, daughter, or parent who has a serious health condition.
  - (5) To seek medical care for a condition that renders the employee unable to perform assigned job responsibilities.
- (D) Job Benefits and Employment Rights
  - (1) While on Family Medical Leave, the Board will continue to provide health coverage for the employee. The employee will be responsible for any required premium payments.
  - (2) Upon return to work, the employee will be placed in the position held prior to the leave, if available. If the previous position is not available, the employee will be placed in a similar position, if available.

5.3.17 Charter School Leave

An employee of the School Board may take unpaid leave to accept employment in a Charter School upon the approval of the School Board. While employed by the Charter School and on leave that is approved by the School Board, the employee may retain seniority accrued in the School District and may continue to be covered by the benefit programs of the School District, if the Charter School and the School Board agree to this arrangement and its financing. The employee must apply for Charter School Leave on an annual basis. An employee who is granted Charter School leave may not participate in the sick leave pool because the employee is not an employee of the District while on Charter School Leave. If the District at the end of the leave employs the employee, the employee may participate in the sick leave pool and will be credited with accumulated sick leave in accordance with School Board policy when the employee returns.

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5.3.18 Natural Disaster Leave

If an employee is affected by a Natural Disaster in the county where the employee resides, then that employee may be eligible for Natural Disaster Leave.

- A. Natural Disaster: A Natural Disaster means a tornado, hurricane, flood, fire or similar event.
- B. Eligibility: An employee may be eligible for Natural Disaster Leave if the employee or the employee's immediate family (spouse, parents, grandparents, children, grandchildren, or siblings) have been directly affected by the natural disaster. A person is directly affected by the natural disaster under the following circumstances:
  - (1) Personal injury as a result of the natural disaster,
  - (2) Substantial loss of property as a result of the natural disaster.
- C. Application: An eligible employee may file an application for a maximum of ten days of paid Natural Disaster Leave. The application must include documentation to support the employee's eligibility and the number of days requested. An eligible employee must file an application for Natural Disaster Leave within sixty days of the natural disaster.
- D. Approval of Leave: A determination of eligibility for Natural Disaster Leave is solely within the discretion of the Superintendent or his designee. The number of days of Natural Disaster Leave granted to an eligible employee is also solely within the discretion of the Superintendent or his designee. An employee who has been granted Natural Disaster Leave may request an extension of the number of days of the leave. Approval of an extension is solely within the discretion of the Superintendent.
- E. Reimbursement: The Natural Disaster Leave shall be paid retroactively to eligible employees as a reimbursement after their application has been approved by the Superintendent.

5.4 BENEFITS AND DUTIES

5.4.1 Retirement and Retirement Annuities Program

- A. Florida Retirement System

All new school employees must participate in the Florida Retirement System (FRS) as a condition of employment.
- B. Teachers Retirement System

Instructional Personnel on the Teachers Retirement System (TRS) prior to December 1, 1970, may continue in the Teachers Retirement System, provided there has been no break in continuity of service. Teachers in question should check with the Personnel Department or with the



1 Retirement System as to their status. Contributions by members of the TRS  
2 shall be outlined in Section 238.11 Florida Statutes.

3  
4 C. Retirement Annuities Program *Amended 11/7/95*

- 5  
6 (1) The Board will consider annually, upon the recommendation of the  
7 Superintendent, requests for retirement annuities for school  
8 personnel with 25 or more years of creditable service (at least five  
9 [5] of which must have been in this district) who have reached the  
10 age of 55 and have applied for retirement under the Florida  
11 Retirement System or Teachers Retirement System.
- 12  
13 a. All requests must be received between September 1 and  
14 October 31 of the calendar year for those requesting  
15 retirement during or at the conclusion of that school year or  
16 four (4) months prior to retirement if planning retirement  
17 before February of that school year.
- 18  
19 b. A copy of the official determination, by the Division of  
20 Retirement, of the projected monthly benefits at the effective  
21 date of retirement based on the average monthly  
22 compensation and creditable service as of the member's early  
23 retirement date and the actual early retirement benefits shall  
24 accompany the request.
- 25  
26 c. Requests of applicants between the ages of 50 and 54 may  
27 also be considered by the Board if the Board first determines  
28 for that year that is economically feasible to do so.
- 29  
30 (2) Between November 1 and November 30 an annual survey and study  
31 will be conducted prior to the determination of the Superintendent  
32 and Board on the feasibility of the program being offered during that  
33 school year with no commitment to offer the program in future years  
34 unless the Board opts to do so after reviewing the annual survey.  
35 The employee may be required to contribute to the annuity in order  
36 to qualify.
- 37  
38 (3) The Board upon the recommendation of the Superintendent will  
39 determine before January 15, whether or not the program will be  
40 offered for that year.
- 41  
42 (4) If the program is offered, the Superintendent shall make  
43 recommendations pertaining to either the investment in a specific  
44 amount of current funds or the purchase of an adequate annuity  
45 either of which would provide earned income in an amount  
46 sufficient to provide the annual early retirement supplemental benefit  
47 for the named employee.
- 48  
49 (5) In the event an employee has earned experience in a public school  
50 system in another state, the Board may choose to purchase such out-  
51 of-state experience (up to five years) as is necessary to provide  
52 regular retirement benefits. This experience may not be purchased  
53 in addition to an annuity.
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(6) The maximum monthly benefit to any individual shall be in compliance with Florida Statutes.

Auth: 230.22, F.S.                    Imple: 231.495, F.S.

5.4.2 Social Security

Social Security is required of every member of the Florida Retirement System.

Auth: 230.22, F.S.  
Imple: 121.05(3), F.S.

5.4.3 Legal Duties

Instructional Personnel shall be subject to the rules and regulations of the State Board, Section 231.09, Florida Statutes, and to those rules of the School Board contained herein in the performance of their duties.

Auth: 230.22, F.S.  
Imple: 231.09, F.S.

5.4.4 Professional Duties

A. Co-Curricular Responsibilities

Each member of the instructional staff, acting under the guidance of the principal, shall carry, regardless of class load assignment, his/her fair share of the total concerns of the school including inservice training, faculty meetings, policy making, noon activity duty, committee assignments, and such other duties and responsibilities as are necessary to make the school function as a total unified entity; provided, however, the additional duties and responsibilities as described herein shall be subject to the provisions of any collective bargaining agreement entered into between the Board and members of the instructional staff.

Duty for Guidance Counselors will be assigned in accordance with the Board adopted 75/25 plan as specified by State Statutes.

B. Faculty Meetings

Each principal shall hold regular faculty meetings and may hold such special faculty meetings as may be considered necessary. No teacher shall be absent from a faculty meeting without the principal's prior approval. Faculties shall consider among other items the following matters:

- (1) Administrative problems and procedures
- (2) School policies
- (3) Professional study for improvement
- (4) Involvement in total curriculum
- (5) Youth guidance

1  
2 C. Field Trips  
3

4 Teachers planning field trips shall:

- 5  
6 (1) Schedule each trip with school principal, specifying the destination,  
7 the method of transportation, and the period of absence from school.  
8  
9 (2) Complete all necessary arrangements with the organization, firm, or  
10 owner or the property to be visited.  
11  
12 (3) Obtain from parents of all pupils who are to participate in a field trip  
13 written permission, on the District form, for their children to be  
14 away from school during the time required for the trip and to  
15 participate in the planned activity.  
16  
17 (4) Notify Food Service in advance of any trips interrupting normal  
18 lunch periods. (Refer to Chapter 8, Section 8.8.4 of these Rules)

19  
20 School buses may be used for school activity trips for which  
21 approval has been obtained from the Superintendent as provided in  
22 Rule 3.1.1.  
23

24 Auth: 230.22, F.S. Imple: 231.085 and 231.09, F.S.  
25

26 5.4.5 Attendance Records  
27

28 It shall be the responsibility of the principal to ensure that complete and accurate  
29 attendance records are maintained. It shall also be the principal's responsibility to  
30 ensure that teachers keep complete and accurate records of individual class  
31 attendance in their grade books. The teachers' grade books are kept at the school as  
32 back-up documentation to attendance. *Amended 6/30/92*  
33

34 Auth: 230.22, F.S. Imple: 231.085(3) and 231.09(7), F.S.  
35

36 5.4.6 Lesson Plans  
37

38 Each teacher shall follow a regular system of unit and lesson planning. The practice  
39 of merely giving text and workbook pages shall be considered inadequate. The  
40 principal shall assist teachers in the development of satisfactory unit and lesson  
41 plans to ensure an adequate instructional program.  
42

43 Auth: 230.22, F.S. Imple: 231.09(1), F.S.  
44

45 5.4.7 Teacher Salaries and Benefits  
46

47 A. General  
48

49 Teachers shall be paid at the level of experience and degree or its equivalent  
50 as shown on the official transcript from an accredited college or university  
51 in combination with appropriate experience when required and shall accrue  
52 benefits under the provisions of employment set forth in subsections  
53 230.33(7)(b) and 230.23(5)(d), and Sections 231.02 and 236.0711,  
54 Florida Statutes, and in accordance with State Board Regulation 6A-1.52.

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The salary schedule shall be based on a full day schedule of assigned responsibilities during the 196-day or longer school year.

B. Experience

Teaching and vocational experience shall be allowed based on criteria recommended by the Superintendent and approved by the Board. Administrative experience shall count as teaching experience on the salary schedule.

C. Substitute Teachers

The Superintendent is authorized to act on behalf of the Board in appointing emergency teachers in accordance with the provisions of State Board Regulation 6A-1.54 and Board Policy Chapter 5.

D. Annual Contracts

Any certificated, full-time instructional employee who does not meet the requirements for a continuing contract or professional service contract as provided by law and State Board of Education regulations shall be placed on an annual contract status.

E. Professional Service Contracts

A professional service contract shall be issued by the School Board to any member of the instructional staff who meets the requirements of Board Rule 5.1.5 C, as prescribed by Section 231.36, F.S. *Amended 7/23/91*

F. Personnel Employed Beyond Ten Months

In order to be eligible for summer programs, instructional personnel shall have been employed by the School Board in the preceding regular ten (10) month term and have been re-employed for the following school year.

G. Summer School Salary Schedule

Instructional personnel employed for summer programs shall be paid in accordance with the salary schedule of the preceding regular ten (10) month term.

H. Year's Service

The minimum time which may be recognized as a year of service shall be 99 days of full-time actual service in any one regular school year. Half-time teaching shall be combined for salary credit, i.e. two (2) one-half (1/2) years or two (2) half-time years equal one (1) year of experience.

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## Chapter 6

### Student Services

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1    **6.0    STUDENT SERVICES**

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6.1    STUDENT SERVICES

Student Services is an organized, cooperative team effort of professional and instructional personnel, designed for the purpose of meeting student needs. It shall be the responsibility of the Student Services Team to help students achieve their goals, cope with their concerns, and develop positive and healthy self-concepts.

The Student Services Team shall share the responsibility with the home and community in giving professional aid to students in all areas of development, particularly in providing them with the opportunity to acquire the minimum skills necessary to function effectively and meet the challenges of today's society. The following services shall be among those provided: guidance and counseling which shall include occupational information, attendance services, psychological services, health services, conflict resolution services and testing services. *Amended 6/28/94*

Auth: 230.22, F.S.  
Imple: 230.2313, F.S.

6.1.1   Guidance and Counseling

Each elementary, middle, high, and postsecondary student in Osceola County will have access to services provided by certified guidance personnel. School counselors are required to spend seventy-five percent of work time providing direct counseling-related service to students and no more than twenty-five percent of work time to administrative activities, which must relate to guidance services. *Amended 6/29/93 & 6/28/94*

Auth: 230.22, F.S.  
Imple: 230.2313(3)(a) and 233.066(2), F.S.

6.1.2   Occupational And Career Placement Specialists

Follow-up studies shall be conducted which will include all students graduating or leaving the public school system, or completing a vocational program. Placement services will be provided on a countywide basis to meet employer and student needs, secondary and post secondary. An exit interview shall be conducted with each student who withdraws from the secondary school. Evidence shall be kept on file for three (3) years or until after the FTE audit is completed, whichever is longer.

In compliance with the Blueprint for Career Preparation, middle school occupational specialists must document individual career counseling for each middle school student. Evidence shall be kept on file for three (3) years or until the FTE audit is completed, whichever is longer. *Amended 6/29/93*

Auth: 239.67(2), F.S.; 230.22, F.S.  
Imple: 230.2313(3)(d), F.S. and SBR 6A-6.71(4)

1 6.1.3 Attendance Services

2  
3 Each school principal shall develop procedures based on guidelines set forth by the  
4 Superintendent's office for contacting parents regarding school or class absence.

5  
6 These procedures shall be on file in the Superintendent's office.

7  
8 Auth: 230.2313(3)(c), 232.01, 232.09, 232.17 and 232.19, F.S.

9  
10 6.1.4 Psychological Services

11  
12 Psychological services shall be provided by certified psychologists, who shall be  
13 assigned to schools by the Director of Student Services.

14  
15 6.1.5 Health Services

16  
17 A. Health services shall be provided at each school. The registered nurses  
18 shall have a schedule of regular visits to the schools and shall provide  
19 training and supervision for the Health Aides. A checklist of skills shall be  
20 used by the registered nurses to document when Health Aides have  
21 successfully demonstrated mastery of the required skills. Records relating  
22 to student health and immunizations shall be kept current by the Health Aide  
23 at each school site. *Amended 7/21/98.*

24  
25 B. Students suspected of having a health-related disability shall be referred to  
26 the registered nurse assigned to the school. Additionally, a referral may  
27 also be made to the Guidance Department and/or the Resource Compliance  
28 Specialist. *Revised 7/21/98*

29  
30 C. When a student is diagnosed as having AIDS (Acquired Immune Deficiency  
31 Syndrome), AIDS-related complex or symptomatic infection, the  
32 Superintendent shall be notified. The Superintendent shall immediately  
33 establish a review panel to consider the facts and make recommendations as  
34 to how the student may best be served. Upon the receipt of the panel's  
35 recommendations, the Superintendent shall make a decision as to the  
36 placement of the student. The decision of the Superintendent shall be final.

37  
38 The panel shall include, but not be limited to, the Director of Student  
39 Services and other appropriate educational personnel, the County Health  
40 Unit Director or designee, the student's physician and the parent or  
41 guardian. The School Nurse shall serve as the liaison with the review panel  
42 as the student's advocate in the school and as the coordinator of services  
43 provided by other personnel. The liaison will be responsible for monitoring  
44 the behavior and medical condition of the student and recommending to the  
45 review panel any changes in placement.

46  
47 Any infected student experiencing a mental, emotional, or physical  
48 handicapping condition due to AIDS shall be served according to rules and  
49 policies governing the appropriate exceptional student education category.  
50 Any infected student determined for medical or behavioral reasons to pose a  
51 risk of transmission of the AIDS virus to other students shall be placed in an  
52 educational environment, which will minimize such risk of transmission to  
53 others. The review panel shall make recommendations to the  
54 Superintendent for placement in a setting other than the regular classroom



1 on the basis of well-documented evidence. The decision of the  
2 Superintendent as to placement shall be final.

3  
4 As with all changes in placement, the appropriate existing staffing and due  
5 process shall be followed. Examples of such cases include students who  
6 have exhibited aggressive or violent behavior, who cannot control body  
7 functions, or who exhibit behaviors in school or have conditions which are  
8 likely to transmit the disease to others. A student with AIDS may require a  
9 change in placement for his own protection when cases of chicken pox,  
10 measles or other communicable diseases occur within the school population.  
11 Such a decision shall be made in consultation with members of the review  
12 panel. Considerations for such decisions should include such factors as the  
13 condition of the infected student, incidence of diagnosed cases and the  
14 degree of exposure of the child.

15  
16 Any student's right to privacy and confidentiality of records shall be  
17 protected in accordance with procedures established in state and federal  
18 laws. Knowledge that a student is infected with the AIDS virus shall be  
19 limited to those who have a legitimate need to know. These persons should  
20 be provided with appropriate information concerning necessary precautions  
21 and confidentiality requirements.

- 22  
23 D. A student who is found to have head lice (Pediculosis) shall be excluded  
24 from school until cleared by the School Health Aide, the registered nurse  
25 assigned to the school, or any other approved school board personnel.  
26 *Revised 7/21/98*

27 School personnel will use the following procedure with regard to head lice:

- 28  
29  
30 (1) The school screens the student and finds the student with head lice.  
31  
32 (2) The school contacts the parent to pick up the infested student.  
33  
34 (3) The school Health Aide provides the parent with written procedures  
35 for the treatment of the student, the home environment, and the  
36 process of clearing the student for return to school (Form FC-600-  
37 0649)  
38  
39 (4) The Health Aide informs the school attendance staff that the child  
40 has gone home with head lice in order that the attendance can be  
41 accurately reported.  
42  
43 (5) A referral to Student Services shall be made when excessive student  
44 absences occur due to an infestation that has not been cleared.

45  
46 When contact with a parent cannot be made before the close of the school  
47 day for a bus student, the student will be transported home by bus that day.  
48 Parents will be required to accompany the student to school for clearance.  
49 Once cleared, bus transportation will be resumed. *Amended 7/23/91*

- 50  
51 E. Pursuant to Section 464.022 (5), F.S., nursing assistants, also known as  
52 health aides, may render services while under the supervision of a registered  
53 professional nurse (R.N.). In any facility in which health aides (nursing  
54 assistants) perform functions which constitute the practice of professional or

1 practical nursing, the R.N. charged with the responsibility for supervision  
2 of the health aide (nursing assistant) shall have the responsibility for nursing  
3 practice acts performed by the health aide (nursing assistant) which  
4 implement any treatment or pharmaceutical regimen which may produce side  
5 or toxic effects, allergic reactions or other unusual effects that may endanger  
6 a patient's life or well-being. The R.N. shall be readily available for and  
7 provide direction, consultation and instruction to the health aide (nursing  
8 assistant), review and compare medication orders and medications for  
9 accuracy, monitor patients receiving medication, including conditions which  
10 contraindicate continued administration of medication.

11  
12 Auth: 230.22, F.S.

13 Imple: 402.32(5), F.S.

14  
15 6.1.6 Working with Community and Governmental Agencies

16  
17 Student Services shall work closely and cooperatively with out-of-school  
18 community and governmental agencies in an attempt to meet the needs of students  
19 in the community. School personnel shall be given a listing of all community and  
20 governmental agencies, their contact people and responsibilities. Student Services  
21 shall act as liaison between the school system and these agencies. Such agencies  
22 shall be given guidelines for requesting information from the school principal and  
23 all other circumstances as they relate to students. *Amended 7/21/98*

24  
25 Auth: 230.22, F.S.

26 Imple: 230.23(12), F.S.

27  
28 6.1.7 Testing Services

29  
30 The Purpose of the District Testing Program, an integral part of the instructional  
31 process, is to identify strengths and weaknesses in students' learning and to assess  
32 the attainment of educational goals of the school district and the State of Florida.

33  
34 The information gained from the testing results will be used to provide better  
35 learning opportunities for students.

36  
37 The District Testing Program shall be administered in a consistent manner  
38 throughout the district with every effort made to ensure proper use of objective,  
39 valid, reliable measures, and interpretation of all test data.

40  
41 Unethical use or administration of test materials may constitute a violation of  
42 Florida Statutes 228.301, Test Security, and may result in fines, imprisonment,  
43 and/or dismissal of involved personnel.

44  
45 Guidelines and procedures for implementing this policy are found in the District  
46 Testing Handbook.

47  
48 6.1.8 Conflict Resolution Services *Adopted 6/28/94*

49  
50 Each school may request conflict resolution services from the Department of  
51 Student Services. These activities are meant to diffuse hostilities between students,  
52 promote positive relationships, and lessen the likelihood of disciplinary action.

1 6.2 SCHOOL ATTENDANCE AND ADMISSION

2  
3 6.2.1 School Attendance

4  
5 A. General Requirements *Revised 7/21/98*

6 All children who have attained the age of six (6) years or who will be six (6)  
7 years of age by February 1st of any school year, or who are older than six  
8 (6) but have not attained the age of sixteen (16) years, are required to attend  
9 school regularly during the entire school year.

10  
11 A child who attains the age of sixteen (16) years during the school year shall  
12 not be required to attend school beyond his sixteenth (16) birthday if the  
13 student has a signed form declaring his intent to withdraw from school prior  
14 to completion of the educational program. The parents or legal guardians of  
15 the student shall be contacted by the principal to discuss the educational  
16 impact of such decision and to suggest other appropriate alternative  
17 educational placements or programs. The student may only be withdrawn if  
18 the parents or legal guardians also sign the intent to withdraw form.

19  
20 A child who is receiving services through Exceptional Student Education  
21 (ESE) shall not be withdrawn under any circumstances without prior  
22 parental notification, a staffing meeting with parents or guardians to discuss  
23 the educational impact of such a decision for the student to withdraw, and  
24 all requirements relative to due process have been completed.

25  
26 A child who has been placed at a district alternative school or second chance  
27 school in lieu of expulsion shall not be withdrawn without prior parental  
28 notification and a meeting with parents or guardians to discuss the  
29 educational impact of such a decision and the implications regarding the  
30 probability of going forward with the recommendation for expulsion.

31  
32  
33 B. Certification of Exemption

34 Children within the compulsory attendance age limits who hold valid  
35 certificates of exemption issued by the Superintendent in accordance with  
36 Florida Statutes 232.06, shall be exempt from attending school. A  
37 certificate of exemption shall cease to be valid at the end of the school year  
38 in which it is issued.

39  
40  
41 C. Responsibility for Attendance

42 Each parent of a child within the compulsory attendance age shall be  
43 responsible for such child's school attendance as required by Florida  
44 Statutes, 232.09.

45  
46 Whenever a child of compulsory attendance age is absent without the  
47 permission of the person in charge of the school, the parent of the child  
48 shall report and explain the cause of such absence to the proper person at  
49 each school, as provided in Florida Statutes, 232.10.

50  
51 The Superintendent may delegate the enforcement of compulsory school  
52 attendance and child welfare to attendance personnel as provided in Florida  
53 Statutes 232.16.  
54

1  
2 D. Reporting Procedures  
3

4 It shall be the responsibility of the principal and the teacher to encourage  
5 regularity of attendance and punctuality, and to check student attendance as  
6 prescribed below.  
7

8 The principal shall be responsible for the administration of attendance rules  
9 and procedures and for the accurate reporting of attendance in the school  
10 under his direction.  
11

12 All officials, teachers and other employees shall keep records and shall  
13 prepare and submit all reports that may be required by law and State Board  
14 Regulation 6A-1.044.  
15

16 Attendance checks shall be made as early in the day as practicable. Students  
17 who are not present in school at the time attendance is checked shall be  
18 marked absent for the day unless presence is verified by attendance  
19 personnel. (This is not to be confused with class attendance). All absences  
20 whether "excused, or "permitted", or "unexcused", shall be recorded each  
21 day.  
22

23 E. Absences  
24

25 Non-attendance in a class shall be considered an absence unless the student  
26 is participating in a school activity. Absences shall be classified as:  
27

28 (1) Excused Absences  
29

30 Absences shall be excused for the following reasons:  
31

- 32 a. Illness or injury of the student.
- 33
- 34 b. Illness, injury or death in the immediate family of the  
35 student. The immediate family shall be defined as listed in  
36 the United States Internal Revenue Service guidelines.  
37

38 If there is a reasonable doubt concerning the illness claimed, the  
39 principal shall be authorized to require a statement from an accepted  
40 medical authority. Failure to comply with this requirement shall  
41 result in the absence being "unexcused".  
42

43 In cases of excused absences, the student shall be allowed to make  
44 up the work and teachers of the students shall give every reasonable  
45 assistance.  
46

47 Make-up work shall be completed during a period of time equal to at  
48 least twice the time for which the absence is excused, unless more  
49 time is allowed by the teacher.  
50

51 (2) Permitted Absences  
52

53 "Permitted" absences may be granted. Only the principal shall have  
54 the authority to grant "permitted" absences and then only after he has

1 considered the merits of each case. It shall be the principal's  
2 responsibility to give to the parents a copy of the School Board rules  
3 pertaining to permitted absences. Arrangements for make-up work  
4 shall be made in advance with the instructor of classes to be missed.  
5 The student shall assume complete responsibility for the make-up  
6 work. The teachers shall cooperate by making assignments, grading  
7 materials, and recording grades. A timeline, which shall not exceed  
8 twice the number of days of absence, shall be set by the teacher for  
9 receiving the student's work for credit.

10 Examples of situations warranting "permitted" absences include:

- 11
- 12 a. Attendance at an important public function.
  - 13 b. Attendance at church meetings, or observances of religious
  - 14 holidays.
  - 15 c. Travel with parents in urgent circumstances.
  - 16 d. Attendance at non-school conventions or conferences.
  - 17 e. Other situations with parental permission and the approval of
  - 18 the principal.
  - 19 f. Participation in a non-instructional activity.

20 A student who wishes to participate in a non-instructional  
21 activity must:

- 22
- 23 1. Meet the academic requirements as set forth by the
  - 24 School Board,
  - 25 2. Make arrangements, in advance, with the teacher for
  - 26 missing classes, and
  - 27 3. Accept the responsibility for making up time and
  - 28 work.

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39 (3) Unexcused Absences

40 All absences other than "excused" or "permitted" shall be deemed  
41 "unexcused", and a failing grade shall be recorded for the period of  
42 the "unexcused" absence, except that students who are suspended  
43 from school during grade period exams or semester exams shall be  
44 allowed to make up these exams.

45  
46  
47  
48 F. Grading of Make-up Work

49 Students whose absences have been approved as "excused" or "permitted",  
50 and who complete the make-up assignments as required by school policy,  
51 shall receive grades for the periods of such absences in the same manner as  
52 if not absent from school. Each school shall establish procedures to ensure  
53 good attendance in each grading period.  
54

1  
2 Auth: 230.22, F.S.  
3 Imple: 232.02, F.S. and Chapter 75-130, Laws of Florida; 232.06, 232.08,  
4 232.10, 232.26, 230.23(4)(a), 230.232, 230.23(4)(d), 232.23, 231.085,  
5 231.09(7), 232.021, 236.013(3), 232.17, F.S. and SBR 6A-1.451  
6

7 G. Place of Enrollment  
8

9 Parents shall enroll their child in the appropriate grade level within the  
10 attendance area as established by the Board. *Amended 9/17/91*  
11

12 Any exceptions to this rule must be for extraordinary circumstances which  
13 warrant special and/or individual considerations, and shall be permitted only  
14 under the following conditions:  
15

- 16 (1) If the Board determines that enrollment at a school exceeds  
17 acceptable limits, students may be transferred to a school in another  
18 attendance zone. *Amended 11/7/95*  
19
- 20 (2) The Superintendent may require a student to attend a school out of  
21 his attendance zone when he deems it necessary to meet an  
22 individual educational need or for disciplinary reasons.  
23
- 24 (3) The parent or guardian of a student may request that the student  
25 attend a school out of his assigned attendance zone by making such  
26 request to the principal of the school to which the student is assigned  
27 on a form to be provided.  
28
- 29 a. If that principal recommends that the transfer not be granted,  
30 the request shall be forwarded to the Director of Student  
31 Services who shall notify the parent or guardian that the  
32 request has been denied.  
33
- 34 b. If the principal recommends that the transfer be granted, the  
35 request shall be forwarded to the principal of the school to  
36 which the transfer has been requested who shall make his  
37 recommendation and forward the request to the Director of  
38 Student Services.  
39
- 40 c. If the receiving principal recommends that the transfer not be  
41 granted, the Director of Student Services shall notify the  
42 parent or guardian that the request has been denied.  
43
- 44 d. If the receiving principal recommends that the transfer be  
45 granted, the Superintendent shall determine if such  
46 extraordinary circumstances exist to warrant the transfer and  
47 shall grant or deny the request. The Director of Student  
48 Services shall notify the parent or guardian if the transfer has  
49 been denied at the school level. **NO APPROVED**  
50 **TRANSFER SHALL BE EFFECTIVE BEYOND THE**  
51 **SCHOOL YEAR FOR WHICH IT IS GRANTED.** The  
52 receiving school shall notify the parent or guardian of each  
53 student whose request for transfer has been approved.  
54 *Amended 6/27/95*

1  
2 The parent or guardian may appeal the denial of the request or the  
3 revocation of any transfer to a five-member review panel appointed  
4 by the Superintendent. The panel shall consist of three principals, a  
5 representative of Student Services, and a representative of  
6 Exceptional Student Education. Principal membership shall be  
7 rotated in order that an appeal not be heard by either the sending or  
8 receiving principal. Decisions shall require a majority vote of the  
9 panel and a majority of the panel must be present in order to render a  
10 decision. *Amended 5/3/94*

11  
12 The parent or guardian may appeal the decision of the Review Panel  
13 to the School Board. A request for appeal must be submitted in  
14 writing to the Superintendent within ten calendar days of the  
15 decision of the Review Panel or the right to appeal will be forfeit.  
16 An appeal filed within the proper timeline will then be placed on the  
17 agenda of the next regularly scheduled meeting of the School Board.  
18 Both the sending and receiving principal will be notified of the date  
19 and time of the meeting. At that meeting, the Board will be  
20 presented with the findings of the Review Panel, hear arguments  
21 from both parties and render a final decision. *Adopted 5/3/94*

22  
23 The parent or guardian requesting such transfer shall be solely  
24 responsible for transporting the student to and from the "out-of-  
25 zone" school.

26  
27 The School Board reserves the right to establish an application  
28 period for currently enrolled students to request an out-of-zone  
29 transfer. *Adopted 5/3/94*

- 30  
31 (4) The Superintendent or principal may revoke any transfer previously  
32 allowed if the student's conduct or attendance at the "out-of-zone"  
33 school falls below acceptable standards, or for other reasons he may  
34 deem sufficient that were not known at the time of the original  
35 transfer.  
36  
37 (5) The Superintendent shall issue a report on out-of-zone activity to  
38 the School Board on a quarterly basis. *Amended 6/27/95*

39  
40 Auth: 230.23(6)(a), F.S.

41  
42 H. Married Students

43  
44 Students who are married, pregnant, or who have children, shall not be  
45 prohibited from regular school attendance and instruction as provided in  
46 Florida Statutes, 232.01(1)(c) 2.

47  
48 I. Out-of-County Admissions *Revised 9/17/91 & Amended 6/28/94*

- 49  
50 (1) Students who do not reside in Osceola County may not be enrolled  
51 in Osceola District Schools except in the following circumstances:  
52  
53 a. When specifically approved by the School Board upon  
54 written application of the student, parent or guardian, based

1 only on medical need or other specific hardship to be  
2 determined at the discretion of the Board.

3  
4 b. Pursuant to an agreement with another district school board  
5 establishing a multi-district attendance area for a specific  
6 school and providing for joint maintenance of facilities,  
7 entered into pursuant to Florida Statutes Section  
8 230.23(4)(d).

9  
10 (2) No out-of-district transfer shall be effective beyond the school year  
11 in which granted.

12  
13 (3) No out-of-county student shall be admitted after the last day of the  
14 third (3rd) FTE Survey Week, normally the second (2nd) week of  
15 February, of any given school year.

16  
17 J. FTE Reporting

18  
19 Reporting of attendance for the purpose of determining full-time equivalent  
20 students shall be made in accordance with the provisions of Florida  
21 Statutes, 236.013, and State Board Regulation 6A-1.451.

22  
23 6.2.2 School Admission

24  
25 All children who have attained the age of six (6) years or who will have attained the  
26 age of six (6) years by February 1 of any school year or who are older than six (6)  
27 years of age but who have not attained the age of sixteen (16) years are required to  
28 attend school regularly during the entire school term.

29  
30 Students less than eighteen (18) years of age are entitled to enroll in the school to  
31 which they are assigned unless an active expulsion is in effect. *Amended 6/29/93*

32  
33 A. Admission to Kindergarten

34  
35 Children attaining the age of five (5) years on or before the date prescribed  
36 by state statutes shall be eligible for admission to kindergarten during that  
37 school year.

38  
39 B. Admission to First Grade

40  
41 Any child who will attain the age of six (6) years on or before September 1,  
42 shall be admitted at the beginning of that school year or at any time  
43 thereafter, provided the child has demonstrated a readiness to enter the first  
44 grade in accordance with rules adopted by the State Board of Education.

45  
46 No student shall be admitted to the first grade who has not attended  
47 kindergarten in a public school or satisfactorily completed kindergarten in a  
48 non-public school from which the district school board accepts transfer of  
49 academic credit.

50  
51 Any student presented for grade 1 enrollment who has successfully  
52 completed Kindergarten in a non public school which permitted entry earlier  
53 than the state minimum requirement (5 years old on or before September 1



of the school year) shall be enrolled in Kindergarten until such time as the student has demonstrated a readiness to enter the first grade.

C. Requirements for Initial Admission to Osceola County Schools

(1) Evidence of Age *Amended 6/27/95*

Students enrolling through the first grade must present evidence of their age. Evidence submitted shall be one from the following priority list:

- a. Birth certificate, or
- b. Certificate of baptism, with sworn affidavit, or
- c. Two-year old life insurance policy on child, or
- d. Bible record, with sworn affidavit, or
- e. Passport showing age, or
- f. Affidavit of age sworn to by parent and a certificate of age signed by health officer, school physician or licensed physician.

(2) Health Requirements

a. Certificate of Physical Examination *Amended 6/30/92*

A certificate of a physical examination within the twelve-month period immediately preceding enrollment shall be presented before a child is allowed to attend classes. The certificate shall be signed by a licensed practicing physician, or an Advanced Registered Nurse Practitioner certifying that the pupil has no contagious or communicable disease which would warrant the pupil's exclusion from public schools. A Physician's Assistant operating under the supervision of Osceola County's Public Health Director may also sign the certificate. *Amended 6/27/95*

Students, other than children of military personnel, transferring from a foreign country must possess an examination certificate issued within the United States.

Exceptions:

1. Pupil has previously been enrolled in a Florida school
2. Parental objections in writing on religious grounds.

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b. Proof of Tuberculin Test

All first time enrollees in grades 9-12 or any enrollee returning from an area outside of the Continental United States, regardless of grade level, must present evidence of a Tuberculin test, with a negative reading, administered within the last twelve months before class attendance will be allowed. A student who has a positive reading on any Tuberculin test will be required to submit to a chest X-ray. The student will not be allowed to enroll until a licensed physician certifies that the student may attend class.  
*Amended 7/23/91, 6/27/95 & 7/21/98*

c. Immunization *Amended 7/21/98*

Each pupil who is otherwise entitled to admittance to an Osceola County School, shall be required to present a certificate of immunization on a Florida form, showing that the student has received inoculations for those communicable diseases for which immunization is required by the Division of Health, and Florida Statutes 232.032.

Required Immunizations:

- Five (5) DP's
- Four (4) Polio
- One (1) MMR (if taken at twelve (12) months or older)

Plus:

Pre-K	All required immunizations appropriate to age and HIB
Kindergarten	All required immunizations and a second MMR and Hepatitis B (series of 3)
Grades 1-5	All required immunizations and a second MMR (new for 5th graders)
Grades 7-8	Hepatitis B (Series of 3) and Tetanus/Diphtheria (TD) booster and second MMR.
Grades 9-12	All required immunizations

Exceptions may be granted as follows:

1. Parental objections in writing on religious grounds

2. Written certification for exemption for medical reasons by a competent medical authority or the Division of Health

(3) Residency Requirements  
*Amended 6/29/93 & 6/27/95, Revised 7/21/98*

A resident parent or guardian admitting a pupil to an Osceola County School shall produce documents from at least two (2) of the following categories:

- a. Mortgage document, rental or lease agreement, property tax records
- b. Notarized statement signed by the owner of the home in which the parent resides with supporting documents from the owner such as a mortgage, rental or lease agreement, or property tax records
- c. Current utility bill
- d. Income tax records
- e. Proof of receipt of government benefits

If false and/or misleading information is presented in order to meet residency requirements, the child falsely registered shall be subject to immediate withdrawal from Osceola District Schools and required to register in the school in the assigned attendance zone or in the case of an out-of-district child, a school in the district of residence.

Any person knowingly providing false and/or misleading information may be liable for criminal charges under Florida Statutes.

(4) Non-Residents of Florida      *Amended 6/27/95*

- a. Definition - For the purpose of this section a non-resident is defined as a person whose primary residence is outside the State of Florida.
- b. Tuition - Pupils in kindergarten through the twelfth grade, whose parent, parents or legal guardians are nonresidents of Florida but are American Citizens, shall be charged a tuition fee of \$50 (cash only), payable at the time the pupil is enrolled. This tuition shall not be refundable.

The tuition shall be paid at the County School Board Office. Pre-numbered receipts shall be issued upon payment of fee, and each receipt shall show name of pupil, name of parent, date, purpose, name of district, and signature of individuals receiving payment.

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1 Exceptions shall be as follows:  
2

- 3 1. The student was previously enrolled in a public  
4 school in Florida during the current school year, or
- 5
- 6 2. The student is in a certified exchange program, or
- 7
- 8 3. The parent is a migratory agricultural worker, or
- 9
- 10 4. The parent is currently on active military duty.

11  
12 E. Students Who Are Not Residing with Their Natural Parents or Legal  
13 Guardians

14  
15 Any student wishing to enroll in school who is not residing with his or her  
16 natural parent or legal guardian shall have the responsible adult with whom  
17 the student is living sign an Affidavit of Responsibility form available  
18 through Student Services at the District Office.

19  
20 The responsible adult shall present proof that he or she has parental consent  
21 or legal right to accept responsibility: Parental consent shall be notarized.

22  
23 F. Students 18 Years or Older Requesting Enrollment in Osceola County  
24 Schools

25  
26 A student who is 18 years or older and who desires to enroll in the regular  
27 school program shall present his/her request to a Review Committee  
28 composed of a guidance counselor, the principal, and the Student Services  
29 Director, which will determine the most appropriate educational placement  
30 for him/her.

31  
32 G. Student Custody

33  
34 Any person or agency who has been given exclusive care, custody, or  
35 control over any student by order of any court having jurisdiction to enter  
36 such order, may provide a certified or otherwise authenticated copy of such  
37 order, Marriage Certificate, or other extraneous criteria not covered by  
38 specific rule, to the principal of the school in which such student is enrolled.  
39 The order shall be placed in the student's official records and thereafter such  
40 person or agency shall be recognized for all purposes as the sole parent or  
41 guardian of the student until such time as subsequent or additional orders  
42 changing such status are likewise provided.

43  
44 Imple: 232.04, 232.01, 232.031, 232.032, 320.38, 322.031; SBR 6A-  
45 1.98;228.212, 316.003 (62); 228.041 (1) (a), 228.061 (2); F.S.;  
46 SBR 6A-6.311 and 6A.6341 and 230.23 (4) (m), F.S.

47  
48 6.3 PUPIL PROGRESSION PLAN *Amended 6/28/94*

- 49  
50 A. The purpose of the instructional program in the schools of Osceola County  
51 is to provide appropriate instructional and selected services to enable  
52 students to perform at or above their grade level academically. Promotion,  
53 however, is based primarily on pupil achievement and is not automatic.  
54

- 1 B. Decisions regarding student promotion, retention and administrative  
2 placement are primarily the responsibility of the individual school's  
3 professional staff. The final decision in regard to grade placement is the  
4 responsibility of the principal.
- 5
- 6 C. The Pupil Progression Plan for the School District of Osceola County,  
7 Florida shall be adopted by the School Board and is incorporated herein by  
8 reference. *Amended 6/17/97*
- 9
- 10 D. The School Board may waive any provision of the Pupil Progression Plan  
11 for a period not to exceed one fiscal year upon receiving an application for  
12 waiver. Application for waiver must specifically state the provision to be  
13 waived and the alternative treatment to be applied. The Board may waive  
14 application of any provision of the Pupil Progression Plan and apply  
15 alternative treatment which does not conflict with federal, state, or local law.  
16 *Adopted 6/27/95*

17 Auth: 232.245, F.S.

18  
19  
20 6.4 EDUCATIONAL RECORDS OF STUDENTS

21 A. Confidentiality - Student Records

22  
23 The Osceola County Public Schools shall maintain educational records on  
24 each student for the purpose of planning instructional programs, for  
25 guidance of students, for preparation of local, State and Federal reports, and  
26 for research. Student records are for the educational benefit of the student,  
27 and information recorded and maintained shall be in keeping with the best  
28 educational interest of the student.  
29

30  
31 The rules of the School Board of Osceola County shall be consistent with  
32 Florida Statutes and State Board of Education Regulation. Rules shall be  
33 consistent with the Federal Family Educational Rights and Privacy Act of  
34 1974.

35  
36 The Principal of each school shall be responsible for the control and  
37 supervision of Student Records and for the following State Department of  
38 Education Regulations and School Board rules related to student records  
39 and interpretation of same to the school staff, students, and the community.  
40 The Superintendent of Schools or designee shall be responsible for the  
41 privacy and security of all pupil or adult student records that are not under  
42 the supervision of a school principal.

43  
44 The Department of Student Services and Exceptional Education shall be  
45 responsible for the interpretation of and for assisting schools in the  
46 implementation of this policy.

47  
48 Student Records

- 49 (1) The cumulative folder file shall include Category A Permanent  
50 Information which is verified information of clear importance to be  
51 retained indefinitely and Category B Temporary Information which  
52 is verified information of clear educational importance which is  
53 subject to change. The permanent information record shall be  
54

1 maintained on the form prescribed by the Superintendent.  
2 *Amended 6/27/95*

- 3  
4 (2) Those determined to have a legitimate educational interest in students  
5 or student records shall include but not be limited to parents,  
6 teachers, principal, staff within the school responsible for assigning  
7 or directing student programs within the school, and county staff as  
8 designated by the Superintendent.  
9  
10 (3) Criteria for determining legitimate educational interest shall be  
11 consistent with its meaning as used in 6A-1.955 (4) FAC.  
12  
13 (4) Each school shall make provisions for disclosure of personally  
14 identifiable information in health and safety emergencies, Criteria for  
15 determining the existence of emergencies involving health or safety  
16 shall include but not be limited to:  
17  
18 a. The seriousness of the threat to the health or safety of a pupil  
19 or adult student or other individuals,  
20  
21 b. The need for information to meet the emergency;  
22  
23 c. Whether the parties to whom the information is disclosed are  
24 in a position to deal with the emergency; and  
25  
26 d. The extent to which time is of the essence in dealing with the  
27 emergency.  
28  
29 (5) Information pertaining to Category A and B educational records  
30 shall be maintained at the individual school sites and/or Records  
31 Retention Center. *Amended 6/30/92*

32  
33 (6) Definitions

- 34  
35 a. Education Records: The term "education records" shall mean  
36 those records, files, documents and other materials as  
37 defined in Florida Statutes 228.093(2) which contain  
38 information directly related to a pupil or an adult student,  
39 which are maintained by an educational institution or by a  
40 person acting for such institution, and which are accessible  
41 to other professional personnel for purposes listed in Rule  
42 6A-1.955(1), FAC.  
43  
44 b. Child: A child shall mean any person who has not reached  
45 the age of majority.  
46  
47 c. Pupil: A pupil shall mean any child who is enrolled in any  
48 instructional program or activity conducted under the  
49 authority and direction of a district school board.  
50  
51 d. Adult Student: Adult student shall mean any person who has  
52 attained 18 years of age and is enrolled in any instructional  
53 program or activity conducted under the authority and  
54 direction of a district school board.

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- e. Parent: A parent is defined as a natural parent, adoptive parent, legal guardian, or any other person recognized by the Osceola County Public Schools as being responsible for a student.
- f. Directory Information: Directory information shall mean a student's name, address, listed telephone number, date and place of birth, participation in school sponsored activities and sports, weight and height of members of athletic teams, date of attendance, graduation date and awards received, major field of study, and the most recent previous educational agency or institution attended by the student.
- g. School Officials: School officials are those parties working directly with students in the individual school or those assigned supervisory or administrative responsibility for the program in which students are involved.

(7) The cumulative record folder shall be under the control of the principal and shall be kept current.

Category A Permanent Information shall include the following and be retained indefinitely:

- a. Full legal name of student and any known changes by marriage or adoption, authenticated birthdate, birthplace, race, sex and student identification number. A notation shall be made on the cumulative record folder indicating the source document (birth certificate or other document) from which the legal name and birthdate were obtained, the date recorded, and the name of the person making the notation. (Parents shall not be asked to surrender custody of legal documents to the school.)
- b. Last known residence and mailing address of student
- c. Name of student's parents or guardian
- d. Number of days present and absent; date enrolled; date withdrawn
- e. Name and location of last school attended
- f. Courses taken and record of achievement, such as grades, units or certification of competence
  - 1. Elementary - Teachers' name, subjects taken and grades earned (end of year average).
  - 2. Secondary - Subjects taken, grades and credits earned.

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3. Vocational/Technical/Adult - Subject taken, grades and credits earned if applicable, and/or hours completed.

4. The level of the work and an explanation of the grading system shall be noted on the record. If a student withdraws in the middle of a grading period, the withdrawal grades shall be recorded on the withdrawal form and placed in the cumulative record folder and recorded on the white card.

g. Results of required State Assessment Program

h. Date of graduation or date of program completion.

(8) If it is of clear educational importance, the following information may be added to the student's cumulative record folder on a temporary basis:

a. Health Information - A copy of the immunization record and any other health information necessary for the educational planning and placement shall be placed in the cumulative record folder

b. Family background data

c. Standardized testing information

d. Educational and vocational plans

e. Personal attributes

f. Honors and activities

g. Work experience, including employer ratings

h. Teacher/Counselor comments

i. Correspondence from community agencies, private professionals, or parents

j. Driver education certificate

k. List of schools attended

l. Custody Documents

m. Telephone numbers and emergency contacts

n. Exceptional Educational information:

Temporary Information shall be reviewed annually.



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(9) A folder designated to contain exceptional student education information and reports shall be maintained in the cumulative folder. The following information shall be placed in the folder:

- a. Psychological summaries and/or reports
- b. school copy of Staffing Committee Meeting Records
- c. copy of exceptional education placement letters
- d. school copies of referral forms to exceptional education
- e. copies of parent authorization for psychological and exceptional education evaluations and placement authorizations, where applicable.
- f. observations and exceptional education specialist reports (if applicable)
- g. social history (if applicable)
- h. other pertinent information and observational data, such as medical, psychiatric, agency reports, and Individual Education Plans.

Duplicate psychological reports and parent authorizations are maintained by the Department of Exceptional Student Education.

(10) The permanent record copy file shall be maintained for each student in attendance.

**B. Storage of Cumulative Folders and Permanent Record**

Cumulative record folders and permanent record copies shall be placed in a locked secure location where they are secure from general scrutiny, but where they are, nevertheless, accessible to teachers and authorized school personnel for use on a regular basis. It is the responsibility of the school principal or designee to keep cumulative folders and permanent records in a location, in so far as is possible, secure from fire and vandalism. The Superintendent or designee shall be responsible for the privacy and security of all student records that are not under the supervision of a school principal.

**C. Access to Student Records - Confidentiality**

Student records shall be open to inspection only by the Superintendent and his staff, professional staff of the school, and parent or guardian of the pupil, a court of competent jurisdiction, and to such other persons as the parent or guardian may authorize in writing.

A parent who wishes to review his/her child's record should make an appointment with the principal or school counselor. School personnel are available to interpret school record information. All such requests should be honored within thirty (30) days.

1  
2 Whatever rights are vested in the parent shall pass to the student whenever  
3 the student has attained eighteen (18) years of age or is attending an  
4 institution of post- secondary education. Parents of a dependent student or  
5 dependent former student shall have access to student records. "Dependent"  
6 shall be as defined in 26 U.S.C. (Section 152 of the Internal Revenue Code  
7 of 1954).

8  
9 When any other information concerning a student is combined with  
10 information on other students, the parents of any student shall be entitled to  
11 receive, or be informed of, the information pertaining to their child.

12  
13 Pursuant to Florida Statutes, section 39.045(5), the Superintendent may  
14 enter into interagency agreements for the purpose of sharing information  
15 about juvenile offenders. The Superintendent may make school records  
16 available to appropriate department personnel under the specific conditions  
17 provided for in the interagency agreement. *Adopted 6/27/95*

18  
19 D. Child Custody and Access to Student Records

20  
21 The school shall presume that either parent of any student has the right to  
22 inspect and review the education records of the student unless the school  
23 has been provided with evidence that there is a court order governing this  
24 matter which provides to the contrary.

25  
26 E. Directory Information

27  
28 Any school in the District system may elect to publish a School Directory  
29 each year. The following information may be published:

30  
31 Student's name, address, listed telephone number, date and  
32 place of birth, participation in school activities and sports,  
33 weight and height of members of athletic teams, dates of  
34 attendance, honor roll, graduation date and awards received.

35  
36 The parent may refuse to permit the designation of any or all of the above  
37 categories as directory information with respect to their child by notifying  
38 the principal in writing within ten (10) calendar days of the beginning of  
39 school.

40  
41 List of students will not be released unless a directory is published.

42  
43 Auth: F.S. 228.093 (3)(0)

44  
45 F. Public Notification

46  
47 Each school shall provide to parents and eligible students annual notification  
48 of their right of access to student records, a right to a copy of the record,  
49 right of waiver of access, right to challenge information contained in the  
50 record and to a hearing, and right of privacy. The notification should be  
51 distributed at the beginning of the school year and in so far as is practicable  
52 must be in the language of the parent of the eligible student.

1 This annual notice should also include the policy on Directory Information.  
2 The Departments of Student Services and Exceptional Education shall be  
3 responsible for updating and providing annually a copy of the Public Notice  
4 to each Principal. The Principal shall determine the method and procedure  
5 for delivery to parents.

6  
7 G. Transfer of Student Cumulative Records, Transcripts of Student Permanent  
8 Record Copy, and/or Release of Student Records

9  
10 Requests for the transfer of cumulative record folders or other student  
11 records shall be made in writing by the parent except as outlined in this  
12 section. A release form shall be provided for use in the schools, and such a  
13 form shall designate that parents have the right of access to student records,  
14 right to a copy of the records right of waiver of access, right to challenge  
15 information contained in the record and to a hearing, and right of privacy.  
16 *Amended 7/23/91*

17  
18 Under no circumstances shall the student record be released to the student,  
19 parent or guardian for transmittal from one school to another(a copy can be  
20 provided to them).

21  
22 Report cards or other evidence of grade placement and progress to date with  
23 student identification, a receipt for textbooks returned, a copy of the Student  
24 Health Record and a statement of any out-standing financial obligation shall  
25 be given to the parent or student at the time of withdrawal.

26  
27 Prior to the transfer of the cumulative folder, or copy of same, the  
28 information shall be reviewed.

29  
30 The transfer of records shall be made immediately upon written request of  
31 an adult student, a parent or guardian of a student or a receiving school.  
32 The principal or designee shall transfer a copy of all category A and  
33 category B information and shall retain a copy of Category A information.

34  
35 No student records or information may be transferred or released or  
36 disclosed to any individual or institution without prior parental written  
37 consent, signed and dated, except to:

- 38  
39 (1) Officials of schools, school systems, area vocational technical  
40 centers, community colleges, or institutions of higher learning in  
41 which the pupil or student seeks or intends to enroll; and a copy of  
42 such records or reports shall be furnished to the parent, guardian,  
43 pupil, or student upon request.
- 44  
45 (2) Other school officials, including teachers within the educational  
46 institution or agency, who have legitimate educational interests in the  
47 information contained in the records.
- 48  
49 (3) The United States Secretary of Education, the Director of the  
50 National Institute of Education, the Assistant Secretary for  
51 Education, the Comptroller General of the United States, or state or  
52 local educational authorities who are authorized to receive such  
53 information subject to the conditions set forth in applicable federal

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- statutes and regulations of the U.S. Department of Education, or in applicable state statutes and rules of the State Board of Education.
- (4) Other school officials, in connection with a pupil's or student's application for, or receipt of, financial aide.
  - (5) Individuals or organizations conducting studies for or on behalf of an institution or a board of education for the purpose of developing, validating, or administering predictive tests, administering pupil or student aid programs, or improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of pupils or students and their parents by persons other than representatives of such organizations and if such information will be destroyed when no longer needed for the purpose of conducting such studies.
  - (6) Accrediting organizations, in order to carry out their accrediting functions.
  - (7) For use as evidence in pupil or student expulsion hearings conducted by a district school board pursuant to the provisions of chapter 120.
  - (8) Appropriate parties in connection with an emergency, if knowledge of the information in the pupil's or student's educational records is necessary to protect the health or safety of the pupil, student, or other individuals.
  - (9) The Auditor General in connection with his official functions; however, except when the collection of personally identifiable information is specifically authorized by law, any data collected by the Auditor General shall be protected in such a way as will not permit the personal identification of students and their parents by other than the Auditor General and his staff, and such personally identifiable data shall be destroyed when no longer needed for the Auditor General's official use. 228.093 (3) d F.S.
  - (10) A court of competent jurisdiction in compliance with an order or that court or the attorney of record pursuant to a lawfully issued subpoena upon the condition that the student and his parents are notified of the order or subpoena in advance in compliance therewith by the educational institution or agency.
  - (11) A person or entity pursuant to a court of competent jurisdiction in compliance with an order of that court or the attorney of record pursuant to a lawfully issued subpoena, upon the condition that the pupil or student, or his parent if he is either a minor and not attending an institution of postsecondary education or a dependent of such parent as defined in 26 U.S.C. s 152 (Section 152 of the Internal Revenue code of 1954), is notified of the order or subpoena in advance of compliance therewith by the educational institution or agency.

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(12) Credit bureaus, in connection with an agreement for financial aid which the student has executed, provided that such information may be disclosed only to the extent necessary to enforce the terms or conditions of the financial aid agreement. Credit bureaus shall not release any information obtained pursuant to this paragraph to any person.

The written consent of the parent shall include:

- a. Specifications of the records to be disclosed.
- b. The purpose of the disclosure, and
- c. The party or class of parties to whom the disclosure is to be made.

H. Third Party Restriction

Neither a student's educational record nor any personally identifiable information shall be released except on the condition that the information being transferred will not be subsequently released to any other party or used for any purpose other than that for which the disclosure was made without obtaining the consent of the parent or eligible student, signed and dated.

Released copies of educational records and personally identifiable information must be destroyed when no longer required by the person to whom the information was appropriately released.

In order to comply with the two sections noted above, a stamp should be used to mark all copies of the information being released to any other person without the written consent of the parent or eligible student; and that copies of the information be destroyed when no longer needed.

I. Record of Disclosure

The school shall maintain a record of all records or information disclosed, transferred or released from the education records of a student. Such a record shall be kept with the student's education records and indicate the parties who have requested or obtained personally identifiable information from the student's education records, and the record must also specify the legitimate interest that these parties had in requesting or obtaining the information. The record of disclosure may be inspected by the parent or eligible student and school official responsible for the custody of the records. The record of disclosure is not necessary when disclosure is to the parent of a minor student or an eligible student or to school officials who have a legitimate interest.

J. Transfer of Records

The transfer of records shall be made immediately on request of parent or receiving school. The principal or designee shall transfer a copy of all category A and category B information and shall retain a copy of category A information and the original of category B information. Under no

1 conditions shall the transfer of a student's records be delayed for failure to  
2 pay a fine or fee assessed by the school; however, all reasonable effort shall  
3 be made to collect for damaged or lost library books and textbooks.

4  
5 K. Schedule of fees for Reproduction of Student Records  
6 *Revised 6/29/93, Amended 6/16/98*

7  
8 (1) Student records transferred to another school within the School  
9 District of Osceola County system, shall be at no cost to the  
10 parent/guardian or adult student. Records shall be mailed directly to  
11 the requesting school or to the school designated by the  
12 parent/guardian or adult student.

13  
14 (2) Copies of a student academic "transcript", delineating each  
15 grade/course taken and/or completed and date of graduation or  
16 program completion, whether certified as "official" by use of the  
17 school or school district seal, or stamped "unofficial" and/or  
18 "student copy" shall be furnished upon request to the  
19 parent/guardian, adult student, and/or authorized  
20 individuals/organizations as per 228.093(4)(d), at no charge.

21  
22 (3) Copies of student education records, whether certified as "official"  
23 by use of the school or school district seal, or stamped "unofficial"  
24 and/or "student copy" shall be furnished to the parent/guardian,  
25 adult student, and/or authorized individuals/organizations as per  
26 228.093(4)(d), in accordance with SBR 6a-1.0955(6)2.d, and  
27 School Board Rule 1.20.2.

28  
29 L. Right to Contest the Contents of Student Records Hearing Procedures

30  
31 In addition to a parent's right of access for the inspection and review of their  
32 child's education record, they shall also have an opportunity for a hearing to  
33 contest the contents of said record if they think it to be inaccurate,  
34 misleading, or otherwise in violation of the privacy or other rights of the  
35 student. The right includes an opportunity for the correction or deletion of  
36 any such inaccurate, misleading, or otherwise inappropriate data contained  
37 therein.

38  
39 If records are to be corrected, deleted or expunged, then a written agreement  
40 between the adult student or parent and the designated school official shall  
41 be entered into. The agreement shall only indicate that the record has been  
42 corrected, deleted or expunged.

43  
44 Schools may attempt to resolve such matters through informational meetings  
45 and discussions; however, when such informal proceedings are not  
46 satisfactory to either the school or the parent, the following procedures are  
47 to apply:

48  
49 (1) The parent or eligible student shall make a request in writing to the  
50 principal naming the record to be reviewed and the information in  
51 question.

52  
53 (2) The principal shall schedule an appointment for a hearing,  
54 designating date and time of the hearing. The hearing shall be

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scheduled within five (5) school days after request. Parents and school personnel shall have an opportunity to present information and to be heard.

- (3) The principal shall serve as the hearing officer. It shall be the hearing officer's responsibility to review the information in question and to make a decision regarding the request. Such decision shall be in keeping with the rules of the Osceola County, Florida, Public Schools.
- (4) The principal shall prepare a written report on his decision and forward a copy to the Superintendent. The written report must include a summary of the evidence and the reason for the decision.
- (5) An agreement which shall be reduced to writing, signed and dated by the adult student or the parents or guardians of the pupil and designated school officials if records are to be corrected, deleted or expunged. The agreement shall only indicate that the record has been corrected, deleted or expunged.
- (6) The parent or eligible student may appeal the decision of the hearing officer to the Superintendent by written request within ten school days. The Superintendent shall appoint a three-member review committee to review the case and make recommendations to the Superintendent for final disposition.
- (7) If the decision is adverse to parent or eligible student, then the parent or eligible student shall be informed of the right to place in the student's record a statement commenting on the information in said records and/or set forth any reasons for disagreeing with the disposition. Parent or eligible student may do this at any stage in lieu of a hearing or appeal.

M. Microfilming of Student Records Amended 6/30/92

- (1) General Information
  - a. Upon the termination of a student's attendance, through transfer, graduation or withdrawal, his/her records shall be stored for a minimum of five (5) years in the school which he/she attended.
 

Immediately following the end of the fifth year of inactivity, the records shall be purged and boxed for removal to the School District of Osceola County Records Management Section. The records will be microfilmed and destroyed in accordance with Florida Statutes
  - b. Student records shall be purged of Category B information. A list of Category B information, as specified by State Board Rules and Student Services can be obtained from the Records Management Section. Category B information shall be handled in accordance with Records Management Section guidelines and destroyed following State approval.

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- c. Student records which are microfilmed shall be Category A information, as per State Board Rules, in addition to any other records specified by Student Services. A list of this information can be obtained from the Records Management Section
  
- d. Preparation and Removal of records to Records Management Section-Records Center:
  - 1. Records shall be in alphabetical order and placed in records storage boxes. These are supplied by the Records Management Section.
  - 2. A "Student Records Index" form FC-260-1043 shall be completed for each box of records. This form and instructions can be obtained from the Records Management Section.
  - 3. A "Records Inventory Sheet" form FC-260-0786 shall be completed for each box of records. This form and instructions can be obtained from the Records Management Section.
  - 4. Authorization for pick-up and removal of records must be received by calling the Records Management Section.
  
- e. Preparation of records for microfilming will be done by the Records Management Section at the Records Center. Records will be filmed and destroyed in accordance with Florida Statutes.
  
- f. The Records Management Section-Records Center will maintain duplicate rolls of microfilm for access purposes. Silver halide original microfilm rolls will be sent to the Florida Department of State, Division of Library and Information Services, Bureau of Archives and Records Management for archival storage.
  
- g. When a school receives a request for records, and it has been five (5) or more years since the student attended the school, the request will be forwarded in a timely manner, to the Records Management Section. The Records Management Section will supply certified copies using the district seal.

6.5 SOCIAL FUNCTIONS

6.5.1 Picnics and Parties

- A. All social functions sponsored by a school shall be properly chaperoned by the school faculty. Parents shall be invited to assist with the chaperoning. In the case of swimming parties, a senior lifeguard, qualified by the Red Cross, shall be on duty.



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- B. No more than three (3) class parties may be held in the elementary classrooms during a school year. Plans for parties shall be approved by the principal. The loss of class instruction time shall be held to a minimum by limiting such activities to times near the close of a school day and to the school building.
- C. Classes and organizations in secondary schools shall not hold picnics and parties during school hours.
- D. Principals shall make provision for the supervision and safety of all pupils on school outings. Particular attention to safety shall be given to those outings where swimming is involved. School parties and picnics shall not be conducted during the closing days of the school session. The days shall be devoted to testing and evaluation.

Auth: 230.22, F.S.  
 Imple: 232.25 and 231.085(f), F.S.

6.5.2 Student Activities

A. Field Trips *Revised 6/17/97*

Field trips are those activities involving students that are held at sites other than the regular school site that occur either during or at times other than the regular school day and that have been approved by the Principal, Superintendent and/or School Board in accordance with the following procedures.

- (1) Instructional field trips must be:
  - (a) Approved by the principal,
  - (b) Directly related to performance standards of the course, and
  - (c) Incorporated into the sponsoring teacher's unit plans.
- (2) Reward Field Trips

If a field trip is a reward for educational progress or positive behavior, the field trip must be held outside of normal school hours.
- (3) Only instructional field trips may be scheduled during a regular school day.
- (4) Field trips or parties under the sponsorship of the school will not be held at water parks.

For the purposes of this Rule, the term "water parks" means any commercial facility open to the public for a fee wherein a substantial portion of the activities for the park relate to water rides, thrill rides involving water, or other mass scale water amusement activities. The term "water parks" does not mean any public lakefront, nor any swimming pool or aquatic park owned or operated by a county,

1 municipality, or non-profit organization such as the YMCA.  
2 However, any field trip at an aquatic facility or lakefront that is  
3 otherwise permitted under this policy shall be approved in advance  
4 by the Superintendent.

5  
6 (5) Field Trip Procedures

7  
8 (a) Out-of-State Field Trips.

- 9  
10 1. Any field trip which involves out-of-state travel must  
11 be approved by the School Board in advance. At  
12 least 60 days prior to the date of the field trip,  
13 documentation must be presented to the Board for  
14 approval which includes an itinerary, the educational  
15 purpose for the trip, the method of transportation and  
16 lodging, the number of chaperones and a plan for  
17 returning the students to their school or to the county  
18 prior to the end of the field trip. If an out-of-state  
19 field trip is approved by the Board, the  
20 Superintendent is directed to confirm that the  
21 appropriate documentation, including releases,  
22 sufficient supervision, travel plans and itinerary is  
23 completed in accordance with the Board's approval  
24 and approve or deny the field trip request based on  
25 the sufficiency of the documentation. The  
26 Superintendent shall report his or her decision to the  
27 School Board on the next available agenda.  
28  
29 2. The parent or guardian of each student going on any  
30 out-of-state field trip and chaperones for the field trip  
31 must sign releases on a form which is developed and  
32 maintained by the Superintendent.  
33  
34 3. No commitments shall be made and no fund raising  
35 shall begin prior to School Board approval of the  
36 field trip.

37  
38 (b) In-State Field Trips Involving Overnight Stay.

- 39  
40 1. The Superintendent is directed to review all in-state  
41 field trips which involve an overnight stay. Any  
42 field trip which involves in-state travel and an  
43 overnight stay must be approved by the  
44 Superintendent in advance. The sponsor of the field  
45 trip must provide an itinerary, the educational  
46 purpose for the trip, the method of transportation and  
47 lodging, the number of chaperones and a plan for  
48 sending students back to their school prior to the end  
49 of the field trip.  
50  
51 2. The parent or guardian of each student going on any  
52 in-state overnight field trip and chaperones for the  
53 field trip must sign releases on a form which is  
54 developed and maintained by the Superintendent.

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(c) In-State Field Trips Without Overnight Stay.

The principal is directed to review all in-state field trips which do not involve an overnight stay. Any field trip which involves in-state travel, but does not involve an overnight stay, must be approved by the principal in advance. The sponsor of the field trip must provide an itinerary, the educational purpose for the trip, the method of transportation, the number of chaperones, and a plan for sending students back to their school prior to the end of the field trip.

- (6) Only those field trips specifically described in 6.5.2A(1) and (2), instructional field trips and reward field trips, are sanctioned by the School District. In order for a field trip to be officially sanctioned by the School District, it must be an instructional or reward field trip as defined above and must be approved in accordance with the requirements of this policy. Travel which is promoted by any other organization or sponsor, is not related to or sanctioned by the School District, and the School Board will have no responsibility, control, or jurisdiction over that travel.

Auth: 230.23(8) & 230.33(10), F.S.

B. F.H.S.A.A. Membership

Principals of qualifying high schools within the District are authorized to secure and maintain continuous membership in the Florida High School Activities Association, Incorporated, a non-profit corporation for the benefit of their respective high schools, and to abide by those rules and regulations not inconsistent with law or Board rule.

C. Student Standards for Participating in Extracurricular Student Activities  
*Revised 6/29/93*

Extracurricular activities are a vital part of the total school program. Such activities include any after-school faculty-sponsored group such as athletic teams, music groups, and special-interest organizations.

- (1) In general for a high school student to participate in extracurricular activities: 9th and 10th graders must maintain a 1.75 grade point average and 11th and 12th graders must maintain a 2.0 grade point average (on a 4.0 scale), unless (s)he qualifies under the "probationary status" section (4) below.
- (2) In order for a high school student to participate in extracurricular activities during the first grading period of the regular school year, (s)he must meet all requirements of the Florida High School Activities Association (FHSAA), including the earning of five (5) credits the preceding school year and have an overall 1.5 grade point average (on a 4.0 scale) for the preceding school year.

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- a. Grades earned in summer school (a maximum of one full credit as per FHSAA guidelines) will affect the grade point average requirement for eligibility for the first grading period of the next school year.
  - b. Credits (a maximum of one full credit) earned in summer school will be utilized in determining FHSAA eligibility for the first grading period of the next school year.)
  - c. Incoming, first time ninth graders do not have a "preceding school year" requirement.
- (3) In order for a high school student to be eligible to participate in extracurricular activities during the second, third, and/or fourth grading periods: 9th and 10th graders must maintain a 1.75 grade point average and 11th and 12th graders must maintain a 2.0 grade point average on a 4.0 scale, for the grading period immediately preceding participation, unless (s)he qualifies under the "probationary status" section (4) below.
- (4) A student may qualify for eligibility under "Probationary Status" if his/her preceding grading period grade point average falls between the state's 1.5 grade point average requirement for eligibility and the District's 1.75/2.0 grade point average requirement for eligibility, depending on the grade level classification of the student.
- a. In order for students in the 9th or 10th grades, whose preceding grading period grade point average is at least a 1.5 but below a 1.75, to become eligible to participate (s)he must enroll, maintain regular attendance, and successfully complete, during the next two immediate regular grading periods, one of the "study skills" courses as outlined by the District's Eligibility Rules Committee.
  - b. In order for students in the 11th or 12th grades, whose preceding grading period grade point average is at least a 1.5 but below a 2.0 to become eligible to participate, (s)he must enroll, maintain regular attendance, and successfully complete during the next two immediate regular grading periods, one of the "study skills" courses as outlined by the District's Eligibility Rules Committee.
- (5) The student shall also be progressing satisfactorily toward graduation as provided in the Pupil Progression Plan for Osceola County.
- (6) The principal or his designee may suspend a student from participation in an activity for Level II - Level IV offenses as outlined in the Osceola County School District Code of Student Conduct.
- (7) Those students unable to meet the criteria because of extenuating circumstances may appeal to the school activities committee, a standing committee whose membership shall include, but not be

1 limited to, representatives from extracurricular sponsors, classroom  
2 teachers, the guidance department, administration, exceptional  
3 student education, and the school advisory committee.

4  
5 Auth: 230.22, F.S. Imple: 230.23 (14)

6  
7 D. Athletic Insurance

8  
9 The principal and coaches shall arrange for group insurance for the  
10 protection of school participants in athletic events. Moreover, the principal  
11 shall require, and keep on file in his office, the parent's written consent and  
12 the doctor's approval for each participant. *Amended 7/23/91*

13  
14 E. Student Activity Restrictions

- 15  
16 (1) Participation by students in functions outside the county and not  
17 under the sponsorship of the Florida High School Activities  
18 Association shall require approval from the Board.
- 19  
20 (2) Eligibility for participation in extra curricular activities, including  
21 athletics and cheerleading, shall be determined by School Board  
22 Rules, the Florida High School Activities Association and local  
23 Bylaws. (Bylaws of each group shall be subject to approval of the  
24 Superintendent.) All participants shall have the approval of the  
25 principal. *Amended 7/23/91*
- 26  
27 (3) School bands may participate in civic and non-school functions with  
28 the approval of the principal, provided such functions are non-  
29 partisan nor political.
- 30  
31 (4) The beginning practice date for football and other sports shall be  
32 determined by the Florida High School Activities Association. The  
33 procedure for students who wish to begin participating in athletic  
34 competition after the first practice session shall be determined by the  
35 coach and principal of each school. Students shall be made aware of  
36 these dates and procedures.
- 37  
38 a. Whenever a sport seasons ends, a student may participate in  
39 another sport without penalty. If two (2) or more sport  
40 seasons are in progress simultaneously, and a student  
41 desires to drop one sport and go to another, he shall obtain  
42 the approval of each coach concerned.
- 43  
44 b. If a student is dismissed from a sport for disciplinary  
45 reasons, or drops out of a sport without the approval of the  
46 coach, the student may not participate in another sport until  
47 the end of the season for the sport in which he is  
48 participating. The rule may be waived upon the approval of  
49 both coaches and the principal.
- 50  
51 (5) The school calendar shall be maintained on which all rehearsals,  
52 practices and other activities shall be recorded. All activities shall be  
53 scheduled on non-conflicting dates whenever possible. If a  
54 schedule conflict arises, the sponsors of the activities shall meet and

1 attempt to resolve the conflict. In the event of a performance  
2 conflict, any student otherwise expected to participate in both shall  
3 be free to choose either without penalty.  
4

5 (6) Participation in Band and Chorus activities outside the school day  
6 may not affect a student's grade in a Band or Chorus class at the  
7 Middle School level.  
8

9 (7) Band and Chorus directors at the high school level may develop a  
10 "performing" class which shall be in addition to the regular Band  
11 and Chorus class as defined by the Florida Course Code Directory.  
12

13 a. If sufficient enrollment needed to offer either a performing or  
14 non-performing course at a particular high school does not  
15 exist, a combination of Band/ Performing Band or  
16 Chorus/Performing Chorus may be offered.  
17

18 b. Student performance at practice, parades, special programs  
19 and competition, etc., may be a part of the student's grade in  
20 the performing course only.  
21

22 c. Students and their parents shall be apprised of the  
23 expectations of the performing course at the beginning of  
24 each semester, and enrollment in this course shall not be a  
25 requirement of any other course.  
26

27 d. Grades for students enrolled in a combination course will be  
28 based on their selection of a performing or non-performing  
29 course at the time of registration .  
30

31 (8) Standard school procedures, constitution and bylaws pertaining to  
32 activities, sponsors and participants shall be enforced and copies of  
33 said bylaws shall be filed in the Superintendent's office.  
34

35 a. Constitutions and bylaws of each group shall be subject to  
36 approval of the Superintendent.  
37

38 b. It shall be the responsibility of the Principal to annually  
39 update the files at the Superintendent's office.  
40

41 Auth: 230.33, F.S. Imple: 232.25 and 231.085, F.S.  
42

43 6.6 MISCELLANEOUS  
44

45 6.6.1 Safety on School Grounds  
46

47 A. Every member of the staff is responsible for the safety of pupils while on  
48 the school grounds. The principal shall eliminate all hazards on school  
49 grounds insofar as possible.  
50

51 B. Teachers shall be assigned to supervise pupils on the school grounds before  
52 and after classroom instruction. Principals shall see that all activities are  
53 properly supervised and that all precautions are taken by teachers and  
54 pupils. Insofar as is practical, there shall be a teacher or properly instructed

1 aide responsible for supervising pupils as they board and unload from buses  
2 at the school site. The person shall be on alert for any safety hazard, and  
3 shall attempt to maintain orderly procedures on the part of the pupils.  
4

5 C. The parents of a seriously injured student shall be notified immediately, and  
6 the student shall be taken to the doctor or the hospital indicated on the  
7 emergency procedure card as quickly as possible. Transportation will be  
8 based upon the best judgment of the school principal. The Superintendent  
9 shall be notified as to the nature of the accident and steps taken to assist the  
10 child and the parents.

11 D. The School Board directs that a sign containing the following language be  
12 placed at each educational facility:  
13

14 “The school has formal supervisory responsibility for a  
15 student during the time the student is being transported to or  
16 from the school at public expense; during the time the  
17 student is attending school; during the time the student is on  
18 the school premises, participating with authorization in a  
19 school sponsored activity; and, during a reasonable time  
20 before and after a student is on the school premises for  
21 attendance at a school or authorized participation in a school  
22 sponsored activity, and only when on the premises. It is  
23 presumed that a “reasonable time” means thirty minutes  
24 before or after the activity is scheduled or actually begins or  
25 ends. Casual or incidental contact between School District  
26 personnel and students on school property will not result in a  
27 legal duty to supervise. The school’s duty of supervision  
28 does not extend to anyone other than students attending  
29 school and students authorized to participate in school  
30 sponsored activities.” *Adopted 9/17/96*  
31

32  
33 Auth: 230.22, F.S.

34 Imple: 232.25 and 402.32(5), F.S.  
35

#### 36 6.6.2 Open Lunch at High Schools *Revised 6/17/97*

37 All students who comply with the following guidelines may be free to leave the  
38 school campus during the lunch period, provided that:  
39

40 A. The students must be members of the senior or junior class subject to the  
41 following conditions:  
42

43 (1) All seniors.  
44

45 (2) Juniors who have reached the age of sixteen (16) and who maintain  
46 a 3.0 GPA.  
47

48 B. The principal has given permission.  
49

50 C. A notarized permission slip on a form approved by the Board has been  
51 signed by the parent, relieving the school of responsibility.  
52  
53

1 D. Students granted this privilege shall not be party to transporting students  
2 who are not eligible to be off the school premises.

3  
4 E. This privilege is subject to review on a student by student basis at the end of  
5 each semester.

6  
7 The open lunch privilege may be revoked for abuse of the privilege.

8  
9 Auth: 232.25 & 231.41, F.S.

10  
11 6.6.3 Pupil Insurance

12  
13 A. Contracts

14  
15 (1) The School Board shall arrange to make available to parents some  
16 plan of pupil group insurance to protect students enroute to and from  
17 the school and during the school day.

18  
19 (2) Rules affording insurance coverage with respect to injuries sustained  
20 by students as a result of accidents are private contracts between the  
21 insurance company and the respective parents. The School Board  
22 shall have no obligation for placing the insurance, collection and  
23 delivery of insurance premiums, or enforcement of the terms of the  
24 rule.

25  
26 B. Solicitation

27  
28 (1) Insurance companies which have, prior to the first day of the school  
29 year, obtained the permission of the Superintendent, may deliver to  
30 the schools for delivery by students to their parents, all materials  
31 needed for the sale of policies and the collection of premiums.

32  
33 (2) Salesmen must be cleared through the principal's office before  
34 contacting any employee.

35  
36 C. Contact Sports Insurance

37  
38 A student shall provide written proof of accident insurance coverage to the  
39 principal before being allowed to try out, practice or participate in a contact  
40 sport.

41  
42 6.6.4 Public Visitation

43  
44 A. An individual or group desiring to tour a school shall receive permission  
45 from the Superintendent or the school principal.

46  
47 B. Members of the public wishing to contact pupils during the school day shall  
48 receive permission to do so from the principal. The principal should grant  
49 permission only under extreme circumstances and then only if contact  
50 cannot be made before or after the school day.

51  
52 C. Non-enrolled students will not be allowed to visit teachers or classes during  
53 the school day unless they are participating in a career day or presenting a



1 classroom activity. Clearance shall be made by that teacher or sponsor with  
2 the principal prior to the school visit.

3  
4 6.6.5 Loitering

5  
6 Loitering on school premises during school hours by a person not a student in the  
7 school or an employee of the Board shall not be tolerated. When it occurs, the  
8 police or sheriff's department shall be notified.

9  
10 6.6.6 School Day Picture Specifications - Elementary and Secondary Schools

- 11  
12 A. School pictures may be offered as an optional services to parents. The  
13 principal shall enter into a contract with a vendor on a yearly basis. Every  
14 effort should be made to secure proposals from various vendors for the  
15 service. The award of the contract shall be made based upon the cost of the  
16 packet to students, quality of services offered and terms of the contract  
17 which address vendor's obligations to the school. Pictures may be handled  
18 on pre-pay, proof or standard procedure by mutual agreement between the  
19 principal and the photographer. *Amended 6/29/93*
- 20  
21 B. The assignment of school personnel to facilitate the picture taking process  
22 shall be limited to the supervision of students.
- 23  
24 C. The vendor shall furnish notices to be sent home by the students to inform  
25 parents when pictures shall be taken. Such notices shall be received by the  
26 school five days before pictures are to be taken.
- 27  
28 D. The vendor must have a local Florida representative who is licensed to do  
29 business in Osceola County. An address and telephone number where  
30 contact can be made with the photographer is required.
- 31  
32 E. Each school shall receive the following services without charge:
- 33  
34 (1) A gummed-back picture not less than 1" x 1 1/2" for school records  
35 shall be furnished on all students photographed.
- 36  
37 (2) For Annualette or yearbook purposes, each school shall be provided  
38 with one 1 3/4" x 2 1/2" Black and White glossy print picture of  
39 each student and teacher and twenty 5" x 7" Black & White Activity  
40 pictures. (Club groups, etc.) These pictures shall be taken on the  
41 same dates as the regular school day pictures or at a time mutually  
42 agreed upon by the Photographer and Principal. This service may  
43 be omitted if permission to omit is obtained by the school principal.

44  
45 6.6.7 Employment and Age Certificates *Revised 6/17/97*

46  
47 The principal, upon request of a student or parent, shall issue verification of the  
48 date of birth of a student on an approved form for usage by a prospective employer.

49  
50 Auth: 230.22, F.S.

51 Imple: SBR 6A-1.97, 232.07 and 232.08, F.S.

52  
53

1 6.6.8 Minimum Age Exception

2  
3 The minimum age of sixteen (16) years for School Board employees shall be  
4 waived in the case of a work study or similar program.

5  
6 Auth: 230.22, F.S.

7 Imple: SBR 6A-2.97 and 6A-6.70, 232.07 and 233.068, F.S.

8  
9 6.6.9 Leaving School Grounds

10  
11 A. A principal shall not permit a pupil to leave in the custody of a person other  
12 than the child's parents or legal guardian unless that person has verified  
13 authorization of one of the parents or legal guardian.

14  
15 B. Pupils shall be required to remain on the school grounds from the morning  
16 bell until dismissal in the afternoon unless prior approval of the school  
17 principal has been given.

18  
19 C. The Superintendent or his designee may release pupils to properly identified  
20 officers of the law or employees of the Department of Health and  
21 Rehabilitative Services when circumstances regulate it. Proper  
22 documentation must be presented prior to release.

23  
24 Auth: 230.22, F.S.

25 Imple: 232.25, F.S.

26  
27 6.7 DROP OUT PREVENTION COMPREHENSIVE PLAN (PROGRAMS)

28  
29 The Board may adopt policies regarding placement of students in Alternative  
30 Education Programs designed to meet the needs of students who are disruptive,  
31 disinterested, or unsuccessful in the school environment.

32  
33 Examples of such programs may include:

34  
35 A. Preventive programs such as the ALPHA Program whose purpose it is to  
36 prevent the development of severe maladaptive behavior problems.

37  
38 B. In-School Suspension Programs.

39  
40 C. Other programs as recommended by the Superintendent to the Board.

41  
42 Criteria for Eligibility - Students will be eligible for alternative education programs  
43 according to the guidelines set forth in State Board Rules 6A-1.994(2).

44  
45 The Superintendent shall delineate procedures for eligibility, maintenance of  
46 records, and evaluation of Alternative Programs.

47  
48 6.8 PLEDGE OF ALLEGIANCE

49  
50 The Pledge of Allegiance to the flag shall be recited at the beginning of the day  
51 when students are present. Exemption from participation may be provided a  
52 student upon written request of the parent or guardian.

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6.9 DRIVER'S LICENSE *Adopted 7/23/91*

A. Students Under Eighteen Years of Age

(1) Secondary Students *Adopted 6/17/97*

All students under the age of eighteen who meet state requirements regarding attendance and enrollment shall be provided validation for the purpose of securing driver's licenses.

(2) Adult Education

Students under the age of eighteen who are enrolled in an adult education program and are classified as an adult student must maintain continuous enrollment in the regularly scheduled adult program in order to maintain or be eligible to apply for a Florida driver's license.

(3) Home Instruction

a. Fifteen Years of Age *Amended 7/21/98*

Students who are fifteen (15) years old and are enrolled in a home instruction program may be granted a restricted license if they can show that they are meeting all the requirements of the law governing home instruction.

b. Sixteen and Seventeen Years Old *Amended 7/21/98*

Students who are sixteen (16) or seventeen (17) years of age and are enrolled in a home instruction program may be granted a restricted or operator's license if they can show that they are meeting all the requirements of the law governing home instruction.

c. Withdrawing To Home Instruction *Amended 7/21/98*

Students who withdraw to home instruction and who have a restricted or operator's license will not lose said license so long as the student's withdrawal code indicates the student is withdrawing to home instruction and is meeting all the requirements of law governing home instruction. A student who withdraws from school using any drop-out code and then determines to enroll in a home instruction program will not be granted a restricted or operator's license unless and until the student has been enrolled in said home instruction program for one calendar year and has satisfied all of the requirements of the law governing home instruction.

B. Students must complete an approved monitored traffic law and substance abuse education course or satisfactorily complete a Department of Education driver's education course prior to application for a driver's license compliance form.

Auth: 232.165 & 322.091, F.S.



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## Chapter 7

### Official School Board Position on Discipline

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1 **7.0 OFFICIAL SCHOOL BOARD POSITION ON DISCIPLINE**

2  
3  
4 **7.1 PHILOSOPHY** *Amended 7/2/96*

5 The Board finds and declares that:

- 6  
7  
8 A. The development of self-discipline and self-direction is an educational goal  
9 toward which disciplinary procedures must contribute. Discipline provides  
10 experiences and establishes procedures which make the students responsible  
11 for keeping themselves in order. Disciplinary action is the corrective  
12 measure used when a breach of discipline has occurred.
- 13  
14 B. The key to both student and teacher morale lies in how successfully the  
15 rules on discipline are applied and how this is reflected in school order.  
16 Educators, students, and parents must feel that, whatever rules are  
17 followed, they are not only uniform for all, but are just and fair.  
18 Disciplinary action, where imposed, should be as rational, non-arbitrary,  
19 and judicious as possible. It should encourage free discussion and setting  
20 of standards through the participation of students. The dignity and worth of  
21 the individual should always be respected and, because of this, disciplinary  
22 action should be free from harsh, abusive, and vindictive forms of  
23 punishment. Also, the student should never be subjected to sarcasm, public  
24 ridicule, or intimidation. Disciplinary action cannot be effective if its  
25 purpose is merely to demonstrate the superior authority of the teacher or  
26 administrator. The best results will be derived from cordial and realistic  
27 teacher-pupil relationships which are reinforced by firm and just policies  
28 administered at all levels.
- 29  
30 C. These policies are not made with the intention of creating coercive or  
31 punitive powers. The intent is simply to help maintain discipline in the  
32 school setting. Amended 6/28/94
- 33  
34 D. The teacher is the essential element in proper discipline within the schools.  
35 There are certain aspects of classroom management which must be left to the  
36 discretion and good judgment of the individual teacher, especially the  
37 instances regarding talking, movement of students in the room, and other  
38 activities which might be perfectly acceptable in one classroom situation and  
39 inappropriate in another.

40 Auth: 230.22, F.S.

41 Imple: 230.23 (6) (c) and 232.27, F.S.

42  
43  
44 **7.2 GENERAL POINTS OF EMPHASIS**

45  
46 **7.2.1 Designated Responsibility**

- 47  
48 A. Employees of the Osceola County School Board shall make a concerted  
49 effort to prevent or correct common discipline problems found in the District  
50 schools. All people involved with the handling of discipline shall take a  
51 firm stand and insist that students behave in such a manner that the school  
52 environment is conducive to good education for all individuals.  
53 *Amended 7/21/98*

1 B. Teachers are expected to assist in correcting discipline problems as they  
2 might occur on the school grounds.  
3

4 C. Each year the School Board shall distribute a copy of the Code of Student  
5 Conduct to students and teachers. The code, which is based upon the  
6 School Board's rules governing student conduct and discipline, shall also  
7 be available to parents at the beginning of the year. The code shall be  
8 discussed at the beginning of every school year in the appropriate venue  
9 determined by the principal. *Amended 6/29/93*  
10

11 D. A committee composed of teachers, principals, and community  
12 representatives will make a periodic review of the Code of Conduct.  
13

14 Auth: 230.22, F.S.

15 Imple: 232.25, F.S.  
16

### 17 7.2.2 Classroom Management 18

19 Minor offenses, insofar as is possible, shall be handled at the teacher level. Those  
20 things, which are against classroom regulations, shall be made clear at the  
21 beginning of the school year, reiterated from time to time, and enforced  
22 continuously. Only in case of chronic disobedience to these rules shall the  
23 individual be referred to an administrator. Before any referral is made, the teacher  
24 shall first use whatever corrective measures are available, including the contact of  
25 parents or guardians. The teacher shall immediately inform the administrator of any  
26 contact with parents, which might require his involvement in the situation.  
27

28 Auth: 230.22, F.S.

29 Imple: 232.27, F.S.  
30

### 31 7.2.3 Records *Amended 7/2/96 & 7/21/98* 32

33 A. Disciplinary records shall be maintained separately from a pupil's permanent  
34 record in a place designated by the principal. Disciplinary records of pupils  
35 who have not committed major offenses (Level IV, Student Code of  
36 Conduct) may be destroyed when the pupil is promoted from the elementary  
37 to middle school or from middle to high school.  
38

39 B. Disciplinary records of pupils who have committed major offenses (Level  
40 IV, Student Code of Conduct) shall be maintained at the school site for a  
41 period of three years in accordance with the District's records retention  
42 policy.  
43

44 C. Disciplinary records of a pupil who transfers from one school in the District  
45 to another school in the District shall be forwarded to the receiving school  
46 with the pupil's permanent folder and shall be maintained in accordance  
47 with item A above.  
48

49 D. Pupils who are transferring to another school in a different district and who  
50 have committed major offenses (Level IV, Student Code of Conduct) shall  
51 have a copy of their disciplinary folder forwarded to the receiving school  
52 with their permanent records. The original discipline folder shall be  
53 maintained by the sending school in accordance with item B above.  
54



1 E. Records shall be made available for parental inspection upon request in the  
2 same manner as permanent records.

3  
4 F. Letters of expulsion shall be filed in the student's cumulative folder. No  
5 other items relative to discipline shall be filed in the permanent record.

6  
7 Auth: 230.22, F.S. Imple: 230.23 (11), 232.23 and 231.085 (3), F.S.

8  
9 7.2.4 Authority of Classroom Teachers

10 Each teacher may offer directive guidance to a pupil through informal counseling  
11 sessions, may invite the pupil's parent or guardian to participate in informal  
12 counseling sessions or otherwise to confer with the teacher, and may detain a pupil  
13 before or after school hours up to one (1) hour per day, provided that the parent or  
14 guardian shall have advance notification of such detention. It shall be the student's  
15 responsibility to notify the parent of the detention and the parent responsibility to  
16 arrange for adequate transportation to and from home. *Amended 6/29/93*

17  
18 When a discipline problem disrupts the entire class and makes the learning process  
19 ineffectual, the students involved shall be removed from the class, upon approval of  
20 the principal, in order to allow for the restoration of order and the continuation of  
21 teaching. Parents shall be notified that the student is temporarily removed from the  
22 class or all classes for more than one day, until the school has the assurance of the  
23 student and his parents that his behavior will improve. Temporary removal shall  
24 not exceed ten (10) days. This class period shall be spent in a well-supervised  
25 study room within the school building or in an In-School Suspension setting. If the  
26 nature of the problem warrants it, other disciplinary action may be taken in  
27 accordance with the Code of Student Conduct. *Amended 7/21/98*

28  
29 Teachers shall not refuse to serve a student scheduled to their class nor have the  
30 authority to bar a student from their class except as provided in Florida Statutes.  
31 *Amended 6/17/97*

32  
33 Auth: 230.22, F.S. Imple: 232.27, 232.25, and 231.09 (3), F.S.

34  
35  
36 7.2.5 Authority of School Bus Drivers

37 The principal shall delegate to the school bus driver such authority as may be  
38 necessary for the control of pupils being transported to and from school, or school  
39 functions, at public expense.

40  
41 Any pupil who persists in disorderly conduct on a school bus shall be reported to  
42 the principal by the driver of the bus. After investigating the degree and severity of  
43 the student's misconduct, the principal of the school the student attends may  
44 administer disciplinary consequences at the school level, up to and including  
45 suspension from transportation to and from school and school functions at public  
46 expense in accordance with section 7.3.1D, out-of-school suspension, and/or  
47 recommendation for expulsion. *Amended 6/29/93, 7/2/96 & 7/21/98*

48  
49 The school bus driver shall preserve order and good behavior on the part of all  
50 pupils being transported, but he shall not suspend the transportation of or give  
51 physical punishment to any pupil, or put any pupil off the bus at other than the  
52 regular stop for that pupil, except by order of the parent or the principal in charge of  
53 the school the pupil attends; provided, that should an emergency develop due to the  
54

1 conduct of pupils on the bus, the bus driver may take such steps as are reasonably  
2 necessary to protect the pupils on the bus.

3  
4 Auth: 230.22, F.S. Imple: 232.28, F.S., and SBE Regulation 6A-3.17(1)(d) 2  
5

6 **7.2.6 Authority of School Principal**  
7

8 The principal shall be responsible for the provision of pupil guidance and  
9 counseling, including parent conferences, and also for the supervision of detention  
10 procedures when such are deemed necessary by instructional personnel.  
11

12 The principal shall have the authority to administer corporal punishment in  
13 accordance with Board Rule 7.4 and shall have the authority to suspend a student  
14 from any or all classes and assign the student to a well supervised study room  
15 within the school. "In-school suspension" shall be limited to ten (10) days for any  
16 one (1) infraction or instance of misbehavior. The principal also has the authority to  
17 require students, as a disciplinary measure, to perform custodial services on  
18 buildings or grounds. These activities shall not pose a potential source of harm to  
19 the student. Such activity is specifically exempt from the provisions of the Child  
20 Labor Laws in Chapter 450, Florida Statutes. *Amended 6/29/93 & 6/28/94*  
21

22 If suspension of a student becomes necessary, an initial effort shall be made to  
23 contact the parents and inform them of the problem before the student is suspended.  
24 The procedure for suspension of students is set forth in Board Rule 7.5.1.  
25

26 The Principal or his designated representative may recommend to the  
27 Superintendent the expulsion of any student who has committed a serious breach of  
28 conduct, including, but not limited to, willful disobedience, open defiance of  
29 authority of a member of his staff, violence against persons or property, or any  
30 other act which substantially disrupts the orderly conduct of school. Any  
31 recommendation of expulsion shall include a detailed report by the principal or his  
32 designated representative on the alternative measures taken prior to the  
33 recommendation of expulsion. The procedure of expulsion of students is set forth  
34 in Board Rule 7.5.3.  
35

36 The Principal shall notify the appropriate school personnel of students who have  
37 committed serious off-campus crimes as specified in State Statutes.  
38 *Adopted 7/2/96*  
39

40 The Principal or his designated representative shall include an analysis of  
41 suspensions and expulsions in the annual report of school progress.  
42

43 Auth: 230.22, F.S.  
44 Imple: 231.085 and 232.26, F.S.  
45

46 **7.2.7 Standard for Student Search and Search of Student Locker or other Storage Area**  
47 *Adopted 1/18/94*  
48

49 A. Florida law provides relaxed standards of search and seizure under the state  
50 constitution with respect to searches of students' effects by school officials.  
51 This relaxed standard of search is owing to the special relationship between  
52 students and school officials and, to a limited degree, the school officials'  
53 standing in loco parentis to students. Accordingly, it is the purpose of this

1 policy to provide procedures by which school officials may search the  
2 students' effects within the bounds of Florida Law.

3  
4 B. Search of Student Lockers, Motor Vehicles or other Storage Areas

5  
6 (1) A principal, if he has reasonable suspicion that a prohibited or  
7 illegally possessed substance or object is contained within a  
8 student's locker or other storage area, may search the locker or  
9 storage area. The term "storage area" as used in this policy shall  
10 include bags, purses, backpacks, knapsacks, briefcases, satchels,  
11 and any other item or receptacle of any kind whatsoever within  
12 which an object or item may be concealed, contained or carried.

13  
14 (2) The principal, if he has reasonable suspicion that a prohibited or  
15 illegally possessed substance or object is contained within a motor  
16 vehicle (including a motorcycle, moped or automobile) that is parked  
17 on School Board property and which vehicle was driven on to the  
18 property by a student enrolled in any school in the District, may  
19 search the motor vehicle. Provided, that the student will first be  
20 requested to unlock the motor vehicle so as to prevent damage from  
21 occurring to the motor vehicle prior to the conduct of the search. If  
22 the student refuses to voluntarily unlock the vehicle and permit the  
23 search, the school officials may forcibly enter the vehicle only if  
24 there is an emergency involving a substantial health, safety or  
25 welfare interest of a student. Absent an emergency situation, any  
26 student who fails to voluntarily unlock the vehicle shall be subject to  
27 discipline, including expulsion from school for gross defiance of a  
28 direct and authorized order issued by a school official. The Code of  
29 Student Conduct shall be deemed amended to include as a level IV  
30 offense for gross defiance of a school official's order to unlock a  
31 vehicle for the purpose of permitting a reasonable suspicion search  
32 of the vehicle on school property for illegal substances or other  
33 contraband. Additionally, the law enforcement agency with  
34 jurisdiction shall be contacted and notified of the circumstances and  
35 the refusal of the student to voluntarily permit the search.

36  
37 C. A principal, having reasonable suspicion that a prohibited or illegally  
38 possessed substance or object is contained on or about the person of a  
39 student, may search the student. Principal shall take the following action,  
40 as reasonably appropriate under the circumstances, to do the following:

41  
42 (1) The student search shall be conducted in a private area where other  
43 students and unnecessary employees will not observe the search.  
44 Reasonable precautions, appropriate to the circumstances, shall be  
45 taken such that the dignity of the student is preserved.

46  
47 (2) The student will be given a reasonable opportunity to voluntarily  
48 reveal and display the contents on or about the person of the student  
49 before the search is initiated, unless such opportunity would be  
50 unreasonable under the circumstances.

51  
52 (3) The safety and security of the students, employees of the School  
53 District and the integrity of the educational program are the  
54 paramount objectives of the school system. Accordingly, school

officials are authorized to take such action as is reasonably necessary to preserve such safety and security.

D. A notice (or notices) shall be posted in each school in Osceola County, in a place obvious and readily seen by students. Said notice (or notices) shall state the following:

A student's locker, or other storage area, and motor vehicle are subject to search, upon reasonable suspicion, for prohibited or illegally possessed substances or objects.

E. This policy shall not be construed to prohibit the use of metal detectors or specially trained animals in the course of a reasonable suspicion search authorized hereunder, nor to prohibit the use of such in random or fixed-entry stationary searches as permitted by Florida and federal law.

### 7.3 BOARD RULE ON OFFENSES - STUDENT CODE OF CONDUCT

7.3.1 In order that justice may be handled with mercy and understanding, the discretion of interpretation is in all instances left to the individual teacher, assistant principal, or principal to modify corrective measures suggested whenever extenuating circumstances seem to be present.

When examples of misbehavior are stated in the codes of conduct that follow, they are for example purposes only and are not intended to reflect a list of all possible offenses. The degree and severity of the offense may justify classifying the offense at a higher level than is indicated by the example. *Adopted 7/2/96*

A. Elementary Code of Student Conduct Amended 6/30/92, 6/29/93, 6/28/94, 6/27/95 & 11/7/95, Revised & Reformatted 7/2/96, Amended 6/17/97 & 7/21/98

#### LEVEL I

Minor misbehavior on the part of the student, which impedes orderly classroom procedures or interferes with the orderly operation of the school.

##### (1) Examples

- a. Class disturbances
- b. Dishonesty - Cheating, lying, etc.
- c. Dress Code Violations
- d. Failure to carry out directions (non-compliant/defiance)
- e. Public display of affection
- f. Profanity or abusive language, including verbal assaults, racial or sexual epithets, or rude gestures toward students
- g. Hall violations

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- h. Lack of supplies
- i. Infractions of school or classroom rules
- j. Throwing objects (non-injury to persons or property)
- k. False accusations against classmates

(2) Recommended Discipline Procedure for Level I Offenses:

Immediate intervention by staff member who is supervising the student or who observes the misbehavior.

Repeated misbehavior indicates the need for a parent/guardian conference with the teacher and/or guidance counselor and/or school administrator.

A proper and accurate record of the offense and disciplinary action is maintained by the staff member.

- a. First Offense
  - 1. Written report to parents
  - 2. Verbal reprimand
  - 3. Written educational assignment
  - 4. Special assignment related to offense
  - 5. Behavior contract
  - 6. Correct inappropriate dress
  - 7. Withdrawal of classroom privileges
  - 8. Time-out area
  - 9. Strictly supervised study
  - 10. Loss of credit for work (for dishonesty or failure to turn in work)
  - 11. Opportunity to secure supplies
  - 12. Detention/Saturday detention
  - 13. Work detail
  - 14. Others
- b. Repeated Offense
  - 1. Additional detention

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- 2. Withhold privileges
- 3. Parent notification and/or conference
- 4. In-school suspension
- 5. Corporal punishment

**LEVEL II**

Misbehavior of frequency or seriousness that tends to disrupt the learning climate of the school and from which educational consequences are serious enough to require corrective action on the part of administrative personnel. These infractions, which usually result from the continuation of Level I misbehaviors, require the intervention of personnel on the administrative level because the execution of Level I disciplinary options has failed to correct the situation.

(1) Examples

- a. Continuation of Level I misbehaviors
- b. Defiance of school personnel authority
- c. Disruptive behavior
- d. Disruption of the school bus
- e. Insolent attitude
- f. Excessive tardiness -truancy or skipping class
- g. Simple assault (a threat or attempt to beat another without touching him/her)
- h. Using forged notes or excuses
- i. Inappropriate printed material
- j. Unauthorized use of personal alarm devices or telephone pagers/beepers

Authorized possession and/or use shall be as follows:

- 1. The device and the legitimate purposes as determined by the principal, shall be registered with the principal
- 2. The device must be concealed (non-visible) and set to non-audible mode.
- k. Unauthorized use and/or possession of over the counter or prescription medication

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(2) Recommended Discipline Procedure for Level II Offenses:

Student is referred to administrator for appropriate disciplinary action.

Proper and accurate record of the offense and disciplinary action is maintained by administrator.

Parents are informed. The teacher is informed of the administrator's actions.

a. First Offense

1. Teacher/schedule change.
2. Administrative detention/Saturday detention.
3. Administrative reprimand.
4. Behavior modification program.
5. Loss of credit for work (In case of dishonesty or failure to turn in work).
6. Counseling.
7. Referral to outside agencies.
8. Corporal punishment.
9. In-school suspension.
10. Financial restitution.
11. Work detail.
12. Others.

b. Repeated Offenses.

1. Additional corporal punishment
2. Additional in-school suspension
3. Work detail
4. Short term out-of-school suspension (1-5 days)
5. Refer to Director of Student Services
6. Behavioral contract
7. Refer to Director of Exceptional Students





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1st offense: Mandatory attendance in a tobacco awareness/cessation class in lieu of other disciplinary action. If the student declines the opportunity, the application of Level III consequences would be applied up to and including a possible \$25.00 citation.

(2) Recommended Discipline Procedure for Level III Offenses:

Administrator initiates disciplinary action by investigating the infraction and conferring with staff on the extent of the consequences. Administrator/student/parent conference about student's misconduct and resulting disciplinary action. Proper and accurate record of offenses and disciplinary actions is maintained by administrators. Restitution of property and/or payment for damages. Consider referral to outside agencies.

- a. First Offense
  - 1. Corporal punishment
  - 2. Work detail
  - 3. Temporary removal from class
  - 4. Psychological counseling
  - 5. In-school suspension
  - 6. Short term out-of-school suspension (3-5 days)
  - 7. Others
- b. Repeated Offenses
  - 1. Refer to Director of Student Services
  - 2. Long term suspension (5-10 days)
  - 3. Recommend for expulsion
  - 4. Refer to Director of Exceptional Students

**LEVEL IV**

Acts which result in violence to another's person or property or which pose a direct threat to the safety of others in the school. These acts are clearly criminal and are so serious that they always require administrative actions which result either in the immediate removal of the student from school, the intervention of law enforcement authorities or referral to Student Services for possible Board action.

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(1) Examples

- a. Unmodified and continued Level III violations
- b. Arson
- c. Vandalism and burglary
- d. Lewd and lascivious sexual conduct
- e. False Fire Alarm - The willful and/or malicious activation of a fire alarm system or equipment (i.e. fire extinguisher, hoses, or sprinklers) or the willful and/or malicious reporting of a false fire
- f. Malicious destruction of school or personal property of staff
- g. Possession of explosive material, mace, or pepper spray
- h. Possession of a cellular phones
- i. Possession of handcuffs
- j. \*Aggravated assault - an assault with a deadly weapon
- k. \*Assault and Battery - an unlawful injury to another
- l. \*Possession/use/transfer of deadly weapons, e.g., firearms, knives, brass knuckles, or any realistic facsimiles of the above
- m. \*Furnishing/selling drugs or counterfeit drugs
- n \*Bomb threats
- o. \*Fraudulently summoning emergency services
- p. \*False accusation of misconduct directed toward staff members
- q. Off-campus felony charges
- r. Possession/use/under the influence of alcoholic beverages, drugs, or other controlled substances, including possession of drug paraphernalia
- s. Distribution of over the counter or prescription medication
- t. \*Distribution of alcoholic beverages, drugs, or other controlled substances

1 (2) Recommended Discipline Procedure for Level IV Offenses:

2  
3 For all (\*) items, follow the procedures listed below and make  
4 Recommendation for Expulsion

5  
6 Administrator verifies the offense, confers with the staff involved  
7 and meets with the student, allowing the student the opportunity to  
8 relate his or her version of what occurred. The student is  
9 immediately removed from the school environment. Parents are  
10 notified. Administrator may contact law enforcement agency and  
11 assist in prosecuting offender. Complete and accurate report is  
12 submitted to the Superintendent for possible Board action.

13  
14 For all non- (\*) items, follow procedures listed above and select the  
15 appropriate level of discipline consequence below.

16  
17 a. First Offense

- 18  
19 1. Out-of-school suspension  
20  
21 2. Recommendation for Expulsion  
22  
23 3. Others

24  
25 b. Repeated Offenses

26  
27 Recommendation for Expulsion

28  
29 Compliance with the drug and alcohol issues in the Student Code of  
30 Conduct is mandatory.

31  
32 Auth: 230.22, F.S.

33 Imple: 231.09(2) ,230.2313(2)(c), 230.23(11)(c), 231.086, 232.26-  
34 232.28, F.S.

35  
36 7.3.1B Secondary Code of Student Conduct Amended 6/30/92, 6/29/93,  
37 6/28/94, 6/27/95 & 11/7/95, Revised & Reformatted 7/2/96, Amended  
38 6/17/97 & 7/21/98

39  
40 **LEVEL I**

41  
42 Minor misbehavior on the part of the student, which impedes orderly  
43 classroom procedures or interferes with the orderly operation of the school.

44  
45 (1) Examples

- 46  
47 a. Disruptive Behavior  
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49 b. Dishonesty - Cheating, lying, etc.  
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51 c. Dress Code violations  
52  
53 d. Failure to carry out directions (non-compliance/defiance)  
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- e. Inappropriate printed material
- f. Public display of affection
- g. Profanity or abusive language including verbal assaults, racial or sexual epithets, and rude gestures toward students
- h. Hall violations
- i. Lack of supplies
- j. Infractions of school or classroom rules
- k. Throwing objects (non-injury to persons or property)
- l. False accusations against classmates

(2) Recommended Discipline Procedure for Level I Offenses:

Immediate intervention by staff member who is supervising the student or who observes the misbehavior. Repeated misbehavior indicates the need for a parent/guardian conference with the teacher and/or guidance counselor and/or school administrator. A proper and accurate record of the offense and disciplinary action is maintained by the staff member.

- a. First Offense
  - 1. Written report to parents
  - 2. Verbal reprimand
  - 3. Written educational assignment
  - 4. Special assignment related to offense
  - 5. Behavior contract
  - 6. Correct inappropriate dress
  - 7. Withdrawal of classroom privileges
  - 8. Time-out area
  - 9. Strictly supervised study
  - 10. Loss of credit for work (for dishonesty or failure to turn in work)
  - 11. Opportunity to secure supplies
  - 12. Detention/Saturday detention

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13. Work Detail

14. Other

b. Repeated Offenses

1. Additional detention

2. Withhold privileges

3. Parent notification and/or conference

4. In-school suspension

5. Corporal punishment

6. Work detail

**LEVEL II**

Misbehavior of frequency or seriousness that tends to disrupt the learning climate of the school and from which educational consequences are serious enough to require corrective action on the part of administrative personnel. These infractions, which usually result from the continuation of Level I misbehaviors, require the intervention of personnel on the administrative level because the execution of Level I disciplinary options has failed to correct the situation.

(1) Examples

a. Continuation of Level I misbehaviors

b. Defiance of school personnel authority

c. Disruptive classroom behavior

d. Disruption on the school bus

e. Insolent attitude

f. Gambling

g. Excessive tardiness, truancy or skipping class

h. Simple assault (a threat or attempt to beat another without touching him/her)

i. Using forged notes or excuses

j. Unauthorized use of personal alarm devices or telephone pagers/beepers

Authorized possession and/or use shall be as follows:

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1. The device and the legitimate purposes as determined by the principal, shall be registered with the principal

2. The device must be concealed (non-visible) and set to non-audible mode.

k. Unauthorized buying or selling of merchandise

l. Unauthorized use and/or possession of over the counter or prescription medication

(2) Recommended Discipline Procedure for Level II Offenses:

Student is referred to administrator for appropriate disciplinary action. Proper and accurate record of the offense and disciplinary action is maintained by administrator. Parents are notified. The teacher is informed of the administrator's actions. Consider referral to Student Services.

a. First Offense

1. Teacher/student schedule change

2. Administrative detention/Saturday detention

3. Administrative reprimand

4. Behavior modification program

5. Loss of credit for work (in case of dishonesty or failure to turn in work)

6. Counseling

7. Referral to outside agencies

8. Corporal punishment

9. In-school suspension

10. Financial restitution

11. Work Detail

12. Others

b. Repeated Offenses

a. Additional corporal punishment

b. Additional In-school suspension

c. Work detail

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- d. Short term out-of-school suspension (1-5 days)
- e. Refer to Director of Student Services
- f. Behavior contract
- g. Refer to Director of Exceptional Students

**LEVEL III**

Acts directed against persons or property but the consequences of which do not seriously endanger the health or safety of others in the school. These acts might be considered dangerous or criminal but most frequently can be handled by the disciplinary mechanism in the school. Corrective measures, which the school should undertake, however, depend on the extent of the school's resources for remediating the situation in the best interest of all students.

(1) Examples

- a. Continuation of Level II misbehaviors
- b. Fighting (physical conflict)
  - Middle School Level only
    - 1st offense      3 days Out-of-school suspension
    - 2nd offense      5 days Out-of-school suspension
    - 3rd offense      10 days Out-of-school suspension and recommendation for Expulsion
  - High School Level only
    - 1st offense      5 days Out-of-school suspension
    - 2nd offense      10 days Out-of-school suspension and recommendation for Expulsion
- c. Gambling
- d. Extortion
- e. Possession of dangerous items or stolen property
- f. Sex related offenses, including inappropriate printed or video material
- g. Stealing
- h. Minor vandalism

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- i. Profanity, verbal or physical assault, racial or sexual epithets or rude gestures directed toward staff members
- j. Assault/battery of other students (a threat or attempt to beat another where physical contact is made, one student punches another.)
- k. Sexual Harassment or creating a hostile environment
- l. Gang related activity, apparel or appearance
- m. Violation of the Data Network Acceptable Use Policy
- n. Possession or use of tobacco products and/or cigarette lighters.  
  
1st offense: Mandatory attendance in a tobacco awareness/cessation class in lieu of other disciplinary action. If the student declines the opportunity, the application of Level III consequences would be applied up to and including a possible \$25.00 citation.

(2) Recommended Discipline Procedure for Level III Offenses:

Administrator initiates disciplinary action by investigating the infraction and conferring with staff on the extent of the consequences. Administrator/student/parent conference about student's misconduct and resulting disciplinary action. Proper and accurate record of offenses and actions is maintained by administrators. Restitution of property and/or payment for damages. Consider referral to outside agencies.

- a. First Offense
  - 1. Corporal punishment
  - 2. Work Detail
  - 3. Temporary removal from class
  - 4. Psychological counseling
  - 5. In-school suspension
  - 6. Short term out-of-school suspension (3-5 days)
  - 7. Referral to outside agencies
  - 8. Saturday School
  - 9. Others



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- b. Repeated Offenses
  - 1. Refer to Director of Student Services
  - 2. Long term suspension (5-10 days)
  - 3. Recommend for expulsion
  - 4. Refer to Director of Exceptional Students

**LEVEL IV**

Acts which result in violence to another's person or property or which pose a direct threat to the safety of others in the school. These acts are clearly dangerous or criminal and are so serious that they always require administrative actions in the immediate removal of the student from school, the intervention of law enforcement authorities or referral to Student Services for possible Board action.

(1) Examples

- a. Unmodified and continued Level III violations
- b. Arson - The willful and malicious burning or attempt to burn or destroy school system property, contents in or on the property or the personal property of others.
- c. False Fire Alarm - The willful and/or malicious activation of a fire alarm system or equipment (i.e. fire extinguisher, hoses, or sprinklers) or the willful and/or malicious reporting of a false fire.
- d. Possession of explosive materials, mace or pepper spray
- e. Possession or use of cellular phones
- f. Vandalism and burglary
- g. Lewd and lascivious sexual conduct
- h. Malicious destruction of school or personal property of staff
- i. Possession of handcuffs
- j. Distribution of over the counter or prescription medication
- k. \*Fraudulently summoning emergency services
- l. Off-campus felony charges
- m. \*Aggravated assault (an assault with a deadly weapon)
- n. \*Assault and Battery (an unlawful injury to another)

- o. \*Possession/use/transfer of deadly weapons, e.g., firearms, knives brass knuckles, or any realistic facsimiles of the above
- p. \*Furnishing/selling drugs or counterfeit drugs
- q. \*Bomb threats
- r. \*False accusations of misconduct directed toward staff members
- s. Possession/use/under the influence of alcoholic beverages, drugs, or other controlled substances, including possession of drug paraphernalia
- t. \*Distribution of alcoholic beverages, drugs, or other controlled substances

(2) Recommended Discipline Procedure for Level IV Offenses:

For all (\*) items, follow the procedures listed below and make recommendation for expulsion.

Administrator verifies the offense, confers with the staff involved and meets with the student, allowing the student the opportunity to relate his or her version of what occurred. The student is immediately removed from the school environment. Parents are notified. Administrator contacts law enforcement agency and assists in prosecuting offender. Complete and accurate report is submitted to the Superintendent for possible Board action.

For all non (\*) items, follow procedures listed above and select the appropriate level of discipline consequence below.

- a. First Offense
  - 1. Out-of-school suspension (10 days)
  - 2. Recommendation for Expulsion
  - 3. Others

- b. Repeated Offenses
  - Recommendation for Expulsion

Compliance with the drug or alcohol issues in the Student Code of Conduct is mandatory.

Auth: 230.22, F.S.

Imple: 231.09(2), 230.2313(2)(c), 230.23(11)(c), 231.085, 232.26-232.28, F.S.

1 7.3.1C. Post Secondary Code of Student Conduct *Adopted 7/2/96 & Amended*  
2 *7/21/98*  
3  
4

5 **LEVEL I**

6 Minor misbehavior on the part of the student, which impedes orderly  
7 classroom procedures or interferes with the orderly operation of the school.  
8

9  
10 (1) Examples

- 11 a. Tardiness - Excessive and/or habitual late arrival to school or  
12 class  
13  
14 b. Absence - Excessive and/or habitual absence from school or  
15 class  
16  
17 c. Dress Code - Non-conformity of established dress code  
18  
19 d. Disruptive behavior on school property or at school-  
20 sponsored events.  
21  
22 e. Littering  
23

24  
25 (2) Recommended Discipline Procedure for Level I Offenses:

- 26 a. First Offense  
27  
28 1. Immediate intervention by the instructor or staff  
29 member who observes the misbehavior.  
30  
31 2. Verbal Reprimand  
32  
33 3. Tardiness or Absence - Tardiness or absence will  
34 result in a verbal or written warning from the  
35 instructor.  
36  
37 4. Dress code violations - The instructor will counsel  
38 any student whose clothing is a dress code violation  
39 that is not disruptive to the educational process. The  
40 instructor will direct the student to change when the  
41 attire is disruptive to the educational process.  
42  
43 b. Second Offense  
44  
45 1. Written referral to a counselor  
46  
47 2. In the case of a dress code violation, the student will  
48 be given a written referral to the administration. The  
49 student will be sent home to obtain the appropriate  
50 attire.  
51  
52 c. A third offense will result in moving the offense to Level II.  
53  
54

1                   **LEVEL II**

2  
3                   Misbehavior of frequency or seriousness that tends to disrupt the learning  
4                   climate of the school and from which educational consequences are serious  
5                   enough to require corrective action on the part of administrative personnel.  
6

7                   (1)     Examples

- 8  
9                   a.       Continuation of Level I offenses
- 10  
11                  b.       Disorderly Conduct - Conduct or behavior which interferes  
12                  with or disrupts the orderly process of the school  
13                  environment or a school function.
- 14  
15                  c.       Disrespect for Others - Conduct of behavior, which  
16                  demeans, degrades, antagonizes, humiliates, or embarrasses  
17                  a person or group of persons.
- 18  
19                  d.       False and/or Misleading Information - Intentionally  
20                  providing non-valid or misleading information or the  
21                  withholding of valid information to/from a school system  
22                  staff member.
- 23  
24                  e.       Cheating - Willful or deliberate unauthorized use of the work  
25                  of another person for academic purposes or inappropriate  
26                  use of notes or other material in the completion of an  
27                  academic assignment or test.
- 28  
29                  f.       Unauthorized use of personal alarm devices or telephone  
30                  pagers/beepers.

31  
32                  (2)     Recommended Discipline Procedure for Level II Offenses:

- 33  
34                  a.       First Offense
- 35  
36                               A written referral to the administration and parent contact (if  
37                               a minor), conference/warning, contract, conference with all  
38                               relevant persons or temporary suspension.
- 39  
40                  b.       Second Offense
- 41  
42                               Written referral to the administration and possible  
43                               suspension.
- 44  
45                  c.       Third Offense
- 46  
47                               A third offense will result in moving the offense to Level III.

48  
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50                   **LEVEL III**

51  
52                   Acts against persons or property but the consequences of which do not  
53                   seriously endanger the health or safety of others in the school.  
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(1) Examples

- a. Continuation of Level II offenses
- b. Unauthorized Assembly, Publications, etc. - Demonstrations and/or petitions by students or possession and/or distribution of unauthorized publication which interfere with the orderly process of a school function.
- c. Insubordination - Refusal or failure to comply with a direction from a school staff member, failure to comply with local or state law, school rule, School Board policy or classroom rules.
- d. Repeated Misconduct of a More Serious Nature - Repeated misconduct which tends to substantially disrupt the orderly conduct of a school, school function or extracurricular/co-curricular program of activity.
- e. Sexual harassment or creating a hostile environment
- f. Profane, Obscene or Abusive Language/Materials - The use of either oral or written language, gestures or pictures which are socially unacceptable and which tend to disrupt the orderly school environment or school functions.
- g. Use of tobacco products and/or cigarette lighters
- h. Fighting on school property.
- i. Destruction, defacing, or vandalism of property.
- j. Use of radios and headphones.
- k. Violation of the Data Network Acceptable Use Policy.

(2) Recommended Discipline Procedure for Level III Offenses:

- a. First Offense  
Written referral to administration, conference with all relevant persons, and possible suspension.
- b. Second Offense  
A second offense will result in moving the offense to Level IV.

**LEVEL IV**

Acts which result in violence to another's person or property or which pose a direct threat to the safety of others in the school.

1 (1) Examples  
2  
3

- 4 a. Continuation of Level III offenses  
5  
6 b. Alcohol/Drugs - Possession, use, under the influence of,  
7 selling, or transporting of alcoholic beverages, drugs, or any  
8 substance capable of modifying mood or behavior or  
9 represented to be of said nature, including possession of  
10 drug paraphernalia.  
11  
12 c. Arson - The willful and malicious burning or attempt to burn  
13 or destroy school system property, contents in or on the  
14 property or the personal property of others.  
15  
16 d. Assault/Battery of Employees/Volunteers/students - An  
17 intentional threat by word or act to do physical harm to a  
18 school employee, volunteer or student coupled with an  
19 apparent ability to do so or the actual reckless or intentional  
20 touching or striking of a school system employee, volunteer  
21 or student against his/her will.  
22  
23 e. False Fire Alarm - The willful and/or malicious activation of  
24 a fire alarm system or equipment (i.e. fire extinguisher,  
25 hoses, or sprinklers) or the willful and/or malicious  
26 reporting of a false fire.  
27  
28 f. Theft/Robbery - The act or attempted act of taking money,  
29 property or possessions from another against his/her will  
30 with or without the use of force, violence or fear.  
31  
32 g. Bomb Threats/Explosions - Any communication which has  
33 the effect of threatening an explosion to do malicious,  
34 destructive or bodily harm to school system property or  
35 property at a school function or extracurricular/co-curricular  
36 activity or the person in or on that property or attending the  
37 function. This includes preparing, possessing or igniting  
38 explosives including unauthorized fireworks on school  
39 system property or at a school function or an  
40 extracurricular/co-curricular activity.  
41  
42 h. Weapons - The possession, use or control of any dangerous  
43 instrument which could be used to harm, cause injury or  
44 death to another person. This may include, but is not limited  
45 to, firearms, knives, clubs, explosives and other chemical  
46 weapons. Weapons shall be confiscated and will not be  
47 returned to the student. Possession of weapons shall be  
48 reported to law enforcement authorities.  
49  
50 i. Hate crimes and language.  
51  
52 j. Unauthorized use of cellular phones. Students in  
53 postsecondary programs may receive waivers of this rule as  
54 prescribed by the site principal

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- k. False accusations of misconduct directed toward staff members.
- l. Off-campus felony charges.
- m. Fraudulently summoning emergency services.

(2) Recommended Discipline Procedure for Level IV Offenses:

The first offense will result in an immediate ten-day suspension with the request for expulsion. The offense may be reported to the appropriate law enforcement agency.

Compliance with the drug and alcohol issues in the Student Code of Conduct is mandatory.

7.3.1 D. Student Transportation

- (1) The responsibilities of pupils transported at public expense shall be as follows:
  - a. To occupy the seat assigned by the driver and to refrain at all times from moving around while the bus is in motion. To observe classroom conduct (except for ordinary conversation) while getting on and off the bus, and while riding the bus. To keep hands inside the bus at all times, except in case of emergency egress.
  - b. To obey the driver and to report to the school principal when instructed to do so by the driver.
  - c. To warn the driver of approaching danger if there is reason to believe the driver is not aware of the danger.
  - d. To be at the designated place in the morning and after school, ready to board the bus at the prescribed time. *Amended 7/23/91*
  - e. To walk to the bus stop on the left side of the road, facing traffic, and to stay off the roadway at all times while waiting for the bus.
  - f. To wait until the bus has come to a full stop before attempting to get on or off.
  - g. To enter or leave the bus only at the front door after the bus has come to a full stop, except in case of emergency.
  - h. To cross the highway, when necessary, as follows:
    - 1. Upon alighting from bus, stand at the side of the road ten (10) feet in front of the bus, within sight and hearing of the driver and wait for his signal to cross the road or proceed to the park strip.
    - 2. Upon signal from the driver, look both ways and proceed in front of the bus across the road or to the park strip.

- i. To ride assigned bus only. Any change must be requested in writing by the parent and receive written approval of the principal before implementation of the requested change.
- j. Students are prohibited from disembarking at other than the assigned bus stop unless authorized in advance by the school administration.  
*Adopted 7/2/96*

Auth: 230.22, F.S. Imple: 232.25, F.S.

(2) School Bus Violations

Any pupil who persists in disorderly conduct on a school bus shall be reported to the principal by the driver of the bus. After investigating the degree and severity of the student's misconduct, the principal of the school the student attends may administer disciplinary consequences at the school level up to and including suspension of transportation to and from school and school functions at public expense, out-of-school suspension and/or recommendation for expulsion.

a. Definitions

Acts which distract the bus driver from giving full attention to the roadway and which ultimately pose a direct threat to the safety of the students riding the bus or to the safe operation of the school bus.

b. Examples of Violations

School Bus Safety Rules shall be distributed to students upon enrollment and posted in the front of ALL school buses. Any infraction shall be considered a violation.

c. Procedures

1. The bus driver will submit a written referral to the principal whenever students violate Bus Safety Rules and fail to heed the verbal warning of the Bus Driver.
2. The principal will review the reported incident with the student.
3. Parents will be notified.
4. A proper and accurate record of the offense and the disciplinary action will be maintained by the administrator.

d. 1st Offense

A warning, alternative action or suspension from the bus.

e. Repeated Offenses *Amended 7/21/98*

1. Second offense - Suspension of bus riding privileges/afternoon detention. Action



1 waived if parent attends a conference at  
2 the school with the principal, bus driver  
3 and Transportation Supervisor.  
4 Alternative action is an administrative  
5 option for ESE Students. *Amended*  
6 *6/29/93*

- 7
- 8 2. Third offense - Three (3) day suspension of bus riding  
9 privileges or one (1) day for ESE  
10 students. A follow-up IEP meeting will  
11 be scheduled for Exceptional Students.  
12 *Amended 6/30/92 & Amended 6/29/93*
- 13
- 14 3. Fourth offense - Ten (10) day suspension of bus riding  
15 privileges and Discipline Review Hearing  
16 for Exceptional Students. *Amended*  
17 *6/30/92*
- 18
- 19 4. Fifth offense - Permanent revocation of bus riding  
20 privileges for remainder of the semester.  
21 If less than ten (10) days are remaining,  
22 the suspension will carry over to the next  
23 semester. *Amended 6/30/92*

24

25 **7.3.2 Misbehavior**

26

27 Actions by students, which show disrespect for any school personnel, intimidation,  
28 fighting, violent antagonism toward classmates, or general misconduct, which  
29 disrupts the learning situation, shall not be tolerated. If a situation cannot be  
30 handled by the teacher, it shall be referred to an administrator. Behavior described  
31 in this rule shall be responded to swiftly, with appropriate disciplinary action.

32

33 Auth: 230.22, F.S.

34 Imple: 231.09(2), 230.2313(1)(c), 230.23(11)(c), 231.085, 232.16-232.28, F.S.

35

36 **7.3.3 Dangerous or Disruptive Items**

- 37
- 38 A. Any item used by a student which disrupts class order, detracts from  
39 attention to instruction, defaces school property, or in any way endangers  
40 the safety of any student, may be taken by the teacher and turned over to the  
41 principal. The Principal shall take appropriate disciplinary action for the  
42 offense. Students shall not carry any object that is usually considered to be  
43 a weapon, such as a knife or other dangerous and harmful object or any  
44 realistic facsimiles. A principal who finds a student to be in possession of a  
45 weapon or dangerous and harmful object will take the appropriate  
46 disciplinary action for a level IV violation of the Code of Student Conduct.  
47 *Amended 6/29/93, 6/28/94 & 7/21/98*
- 48
- 49 B. No student shall, while on the grounds or in any building owned or  
50 operated by the School Board of Osceola County, Florida, possess, carry  
51 and/or transport on or about his person or in any vehicle or other  
52 conveyance or discharge any firearm, as defined in Section 790.001(6),  
53 Florida Statutes. Any student violating this policy shall be recommended to  
54 the Superintendent for expulsion. In accordance with the Gun-free Schools

1 Act, any such students not currently enrolled in an Exceptional Student  
2 Education program in violation of the above shall be recommended to the  
3 Superintendent to be expelled from the School District of Osceola County  
4 for a minimum period of one calendar year. *Adopted 6/29/93 &*  
5 *Amended 6/27/95*  
6

7 Auth: 230 .23, F. S.  
8 Imple: 231.09(2), 230.2313(1) (c), 230.23(11) (c), 231.085,232.16-232.28,  
9 120.53, 230.23(6),230.22(8)(c) and 120. 57 (1), F. S.

10  
11 7.3.4 Willful Disobedience

12  
13 Students shall at all times show proper respect for staff members. Appropriate  
14 disciplinary action shall be taken if any student willfully disobeys a staff member,  
15 and shall depend upon the degree and intent of disobedience. *Amended 7/2/96*  
16

17 Auth: 230.22, F.S.  
18 Imple: 231.09(2),230.2313(1) (c), 230.23(11) (c), 231.085, 232.26-232.28, F.S.  
19

20 7.3.5 Wearing Apparel and Accessories

21  
22 The school, as a center of learning, shall provide for the development of habits and  
23 attitudes conducive to acceptable wearing apparel, and good grooming. Wearing  
24 apparel shall not be of the type, which would detract from the primary purpose of  
25 the school, which is academic instruction, nor shall accessories carried by children  
26 to school be disruptive to the conduct of the school or hazardous to student welfare.  
27

28 Wearing apparel, which tends to identify association with secret societies as  
29 prohibited in Florida Statutes, shall not be worn. *Adopted 6/28/94*  
30

31 Deliberate defiance of the wearing apparel and accessories dress policy established  
32 by the Board shall be treated the same as willful disobedience. Cleanliness of the  
33 physical persons consistent with the maintenance of good health and to avoid  
34 offensiveness to others is mandatory. Wearing apparel and accessories shall be in  
35 accordance with community and school standards developed with the assistance of  
36 the parent advisory committee. Schools, with the involvement of the school  
37 advisory council, may adopt a school uniform. Participation by students will be  
38 voluntary. *Amended 11/7/95*  
39

40 In Postsecondary programs, some programs may require uniforms. Continued  
41 enrollment in these programs shall be contingent on the student adhering to all  
42 uniform requirements and standards. *Adopted 7/2/96*  
43

44 Auth: 230. 22, F. S.  
45 Imple: 231.09(2), 230.2313(1)(c),230.23(11)(c), 231.085, 232.26, 232.28, F.S.  
46

47 7.3.6 Public Affection

48  
49 Students shall conduct themselves at all times in a responsible manner in accordance  
50 with appropriate school standards. *Amended 7/2/96*  
51

52 Auth: 230. 22, F. S.  
53 Imple: 231. 09 (2) and 232.25, F.S.  
54

1 7.3.7 Intoxicants, Hallucinogenic Drugs and Medications Amended 7/2/96 & 7/21/98

- 2  
3 A. Students found to be in possession of or under the influence of intoxicating  
4 beverages or drugs or combinations of drugs having hallucinatory effects at  
5 any school function or on school property shall be suspended under Level  
6 IV Procedures in the Code of Student Conduct.  
7  
8 B. Students found to be in possession of drug paraphernalia while on school  
9 property or at any school function shall be suspended under Level IV  
10 Procedures in the Code of Student Conduct. Amended 7/23/91  
11  
12 C. The Principal shall suspend and recommend to the Superintendent for  
13 expulsion any student found to be selling or offering for sale a non-  
14 controlled substance as a controlled substance under Level IV Procedures in  
15 the Code of Student Conduct.  
16  
17 D. Students found to be selling, offering for sale, or giving away any  
18 intoxicant, drug, controlled substance or that which is presented as a  
19 controlled substance while on school property or in attendance at a school  
20 function shall be recommended to the Superintendent for expulsion under  
21 Level IV Procedures in the Code of Student Conduct.  
22 Amended 7/23/91 & 6/28/94  
23  
24 E. Students will not be allowed to possess, use or distribute medication on  
25 campus. Students found to be in violation of this policy shall be subject to  
26 disciplinary action as recommended in the Code of Student Conduct.  
27 Adopted 7/2/96

28 Auth: 230.22, F.S.

29 Imple: 230.26(2) and (3), 120.57, Chapters 404 and 893, F.S.; SBR 6A-1.956.

30  
31  
32 7.3.8 Use of Tobacco

33 Students shall not be permitted to use or possess tobacco in Osceola County school  
34 buildings or on school grounds.  
35

36 Students may also be subject to State or Federal sanctions for smoking on school  
37 premises. Adopted 7/2/96  
38

39 Auth: 230.22, F.S.

40 Imple: 231.085 and 232.25, F.S.  
41

42  
43 7.3.9 Skipping and Excessive Absence (Truancy)

44 Any student who fails to attend class and has no acceptable excuse for his absence  
45 shall be considered truant and referred to the appropriate administrator for  
46 punishment. Every effort should be made for the student to make up the time and  
47 work missed in after-school detention. Parents shall be notified of unexcused  
48 absences and of after-school detention resulting there from, in accordance with  
49 Board Rule 7.2.4. No student who is required by law to attend school shall be  
50 suspended for unexcused absence or truancy. Students sixteen (16) years of age or  
51 older may be suspended for unexcused absence or truancy.  
52

53 Auth: 230.22, F.S. Imple: 230.2313(3)(c), 232.08, 232.10, and 232.27, F.S.  
54

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2 7.3.10 Theft and Pilfering  
3

4 Any student involved in the act of stealing or in possession of stolen property may  
5 be suspended from school. In such cases, the attendance of parents or guardians at  
6 a conference with school officials shall be requested. Thefts shall be reported to the  
7 proper authorities. Efforts shall be made to secure reimbursement or replacement of  
8 the money or items taken.  
9

10 Auth: 230.22, F.S. Imple: 232.26, F.S.  
11

12 7.3.11 Blackmail and Extortion  
13

14 Any student, who blackmails or otherwise threatens any person for payment of  
15 money or any other consideration, may be suspended from school and parents or  
16 guardians shall be called for a conference with school officials. In such cases,  
17 efforts shall be made to secure reimbursement or otherwise recover damages. The  
18 appropriate law enforcement agency will be notified.  
19

20 Auth: 230.22, F.S.  
21 Imple: 232.26, 120.53(1), 230.23(6), and 230.33(8)(c), F.S.  
22

23 7.3.12 Profanity  
24

25 Profanity shall mean any profane, vulgar, or unnecessarily crude utterance or  
26 gesture, whether directed toward a teacher or classmate, or merely done overtly.  
27 Such instances shall be handled by the teacher, if possible, and referred to the  
28 appropriate administrator if further action becomes necessary.  
29

30 Auth: 230.22, F.S.  
31 Imple: 232.26 and 232.27, F.S.  
32

33 7.3.13 Vandalism and Burglary  
34

35 Destruction of or damage to school property due to burglary or vandalism shall be  
36 reported immediately to the police or sheriff's department and to the  
37 Superintendent. The immediate area of the loss or damage shall be kept clear of  
38 personnel, and nothing shall be moved or touched, until the proper law enforcement  
39 agency has made an investigation.  
40

41 A full and complete report of loss or damage shall be made to the Superintendent as  
42 soon as possible following the investigation.  
43

44 Appropriate action against any student known to have committed vandalism shall  
45 include having the parents or guardians come to the school for a conference with  
46 school officials and an arrangement for restitution for damage. A student eighteen  
47 (18) years of age, or the parents of a minor student found guilty of damaging,  
48 defacing, taking or destroying school property, either during school hours or at any  
49 other time, shall be required to repay the cost of repairing the damage, and the  
50 student may be subject to a penalty of suspension from school for a period up to ten  
51 (10) days, and/or face expulsion from school.  
52

53 Auth: 230.22, F.S.  
54 Imple: 741.24, 232.26, 120.53(1), 230.23(6), 230.33(8) (c) and 120.57. (1), F.S.

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7.3.14 Arson

Any student who deliberately sets fire or attempts to set fire to school property shall be suspended for a maximum of ten (10) days or until parents or guardians can be contacted for a conference with school officials and arrangements made for restitution. The penalties for arson may include expulsion from school. Incidents of arson shall be reported to the appropriate fire department and police officials.

Auth: 230.22, F.S.  
Imple: 741.24, 232.26, 120.53(1), 230.23(6)230.33(8)(c), and Chapter 806, F.S.

7.3.15 Assault and/or Battery *Adopted 6/27/95*

- A. The principal shall have the authority to suspend or recommend for expulsion any student for simple assault, assault and battery, aggravated assault or aggravated battery against another student.
- B. The principal shall have the authority to recommend for expulsion any student for simple assault, assault and battery, aggravated assault or aggravated battery against any School Board employee or School Board member.

The above shall include incidences which occur both on or off School Board property when directed at employees of the School District of Osceola County, Florida or their families.

7.3.16 Destruction of Personal Property or Harassment of School Board Employees

The principal shall have the authority to suspend, or to recommend for expulsion, any student for disturbing or bringing harm against a teacher, Board Member, or any employee of the Board; or disturbing or inflicting damage upon a home or personal property of any of them; or insulting any of the aforementioned persons in a public place. *Amended 6/28/94*

Auth: 230.22, F.S.  
Imple: 232.26, F.S.

7.3.17 Bomb Threats

The principal shall recommend to the Superintendent the expulsion of any student conspiring to or making a report concerning the placing or planting of any bomb, dynamite, or other explosive.

7.3.18 Continued Incurability

In cases where students are suspended out of school in excess of fifteen (15) days per year, the principal may forward a recommendation for expulsion to the Superintendent. This recommendation must contain documentation of counseling activities and strategies, evidence of requests for parent conferences, review of records for evidence of possible handicaps, and other interventions intended to improve the student's performance in school. *Amended 6/28/94*

1 7.3.19 Sexual Harassment/Hostile Environment *Adopted 6/30/92*

2  
3 Students must refrain from creating a hostile environment for their peers by  
4 expressing verbal comments, sexual name calling, gesturing, spreading sexual  
5 rumors or other behaviors which are intended to degrade their classmates.  
6

7 7.3.20 Gang Related Apparel, Appearance or Activity *Adopted 6/27/95 & Amended 7/2/96*

8  
9 Any student whose appearance or apparel suggests affiliation with gang  
10 membership or activity may be suspended from school. Parents will be notified  
11 that further offenses may result in the student's expulsion from school.  
12

13 7.3.21 Native Language *Adopted 6/30/92*

14  
15 Students have the right to and will not be disciplined for speaking responsibly in  
16 their native language.  
17

18 7.3.22 Beepers, Pagers and Cellular Phones *Adopted 7/2/96*

19  
20 No student shall, while on the grounds or in any building owned or operated by the  
21 School Board of Osceola County, Florida, possess, carry and/or transport on or  
22 about his person any personal communication devices such as beepers, pagers and  
23 cellular phones. Such devices may be built-in or kept securely locked in the  
24 student's personal vehicle.  
25

26 Students in postsecondary programs may receive waivers to this rule as prescribed  
27 by the Director of Technical and Adult Education.  
28

29 7.3.23 False Accusations of Misconduct *Adopted 6/17/97*

30  
31 Students shall refrain from making intentional and willful false accusations of  
32 misconduct directed toward their classmates. In the case of a false accusation, the  
33 student lodging the complaint will receive the same punishment as would have been  
34 received by the wrongly accused individual. The offense level may be adjusted at  
35 the discretion of the principal considering misdirected staff time; damage to the  
36 wrongly accused student and his/her family; and the age of the student making the  
37 false accusation.  
38

39 7.3.24 Legal

40  
41 None of the foregoing shall be construed in such a manner as to violate any federal,  
42 state or community law. Breaches of such law may be reported to appropriate non-  
43 school authorities for separate prosecution.  
44

45 Auth: 230.22, F.S.  
46 Imple: 230.23(12), F.S.  
47

48 7.4 **CORPORAL PUNISHMENT**

49  
50 Corporal punishment shall be defined as the moderate use of physical force or  
51 physical contact by the principal or designee as may be necessary to maintain  
52 discipline or to enforce school rules. Corporal punishment shall be limited to the  
53 use of the open hand, ruler or paddle as approved by the principal. It shall be  
54 directed only to the student's buttocks or back of the thigh. The student shall

1 receive no more than three (3) licks for any one offense. Students shall not receive  
2 corporal punishment more than once in a forty-eight (48) hour period. If a  
3 discipline problem warrants corporal punishment immediately following the forty-  
4 eight (48) hour period, an attempt to contact the parent/guardian should be made  
5 prior to it being administered. *Amended 6/29/93*  
6

7 Any student shall be exempt from corporal punishment upon request in writing  
8 from the parents or guardians to the principal, prior to the time a problem arises.  
9 The request shall be renewed yearly. If a parent requests exemption from corporal  
10 punishment, the parent shall also agree to the child's suspension or expulsion from  
11 school until the problem is solved. Parents who request exemption from corporal  
12 punishment may change this decision after a conference with the principal, by a  
13 statement in writing.  
14

15 Any student exempted from corporal punishment due to parental request, and  
16 suspended, may also be subject to expulsion.  
17

18 A. The use of corporal punishment shall be approved in principle by the  
19 principal before it is used and shall be in accordance with Florida Statutes.  
20 *Amended 6/29/93*  
21

22 B. The principal or designee may administer corporal punishment only in the  
23 presence of another adult who is informed beforehand, and in the student's  
24 presence, of the reason for the punishment. Corporal punishment shall be  
25 limited to the use of the open hand, ruler, or paddle as approved by the  
26 principal directed only to the student's buttocks or back of the thigh.  
27 *Amended 6/29/93*  
28

29 C. The principal or designee who has administered punishment shall make a  
30 record of such punishment so that the student's parent or guardian can be  
31 provided with a written explanation of the reason for the punishment and the  
32 name of the other adult who was present. This record shall be filed in the  
33 principal's office at the end of each school day. The Superintendent shall  
34 prescribe the appropriate forms for keeping these records.  
35 *Amended 6/29/93*  
36

37 Nothing herein shall be construed in such a manner as to authorize the  
38 violation of Federal or State law, or State Board of Education regulations.  
39

## 40 7.5 SUSPENSION AND EXPULSION

### 41 42 7.5.1 Suspension

43 It is the policy of this Board that maintaining good discipline in all schools is  
44 essential to the proper and orderly preservation of the educational and  
45 extracurricular programs to all students. It is recognized that suspension is both a  
46 form of punishment for misconduct and a method to ensure the orderly conduct of  
47 the school programs for all students. Suspensions shall be made with due regard  
48 for all these factors.  
49

#### 50 51 A. Length and Reasons

52 A principal may suspend a pupil from school for a period not to exceed ten  
53 (10) days, for willful disobedience, open defiance of authority of a member  
54

1 of the staff, use of profane or obscene language, other serious misconduct,  
2 or repeated misconduct of a less serious nature; any act or conduct which  
3 disrupts or tends to disrupt the orderly conduct of the school, or any other  
4 conduct for which suspension or expulsion is either required or permitted  
5 by the Code of Student Conduct, any other Rule of the Board, Rule of the  
6 State Board of Education or Statute.

7  
8 B. Exceptional Education Student

9  
10 Except for the gifted, no exceptional education student may be suspended  
11 for more than nine (9) days for one offense. If an exceptional student is  
12 suspended, prior to the end of nine (9) days of suspension or prior to ten  
13 (10) days of cumulative suspension throughout the year, an IEP meeting  
14 shall be held to review the student's program and placement.  
15 *Amended 7/23/91*

16  
17 A profoundly handicapped, trainable mentally handicapped, or autistic child  
18 shall not be suspended until an IEP review has been held to review the  
19 behavior which has caused the school to recommend such suspension.  
20 Such review should include at a minimum the principal or designee,  
21 exceptional student education administrator or designee, Resource  
22 Compliance Specialist, a district Behavioral Analyst, the child's teacher, and  
23 the child's parent. *Adopted 6/30/92*

24  
25 C. Unexcused Absences or Truancy

26  
27 No student who is required by law to attend school may be suspended for  
28 unexcused absences or truancy.

29  
30 D. Semester and Grade Period Tests

31  
32 Semester and grade period tests missed during any period of suspension  
33 may be made up.

34  
35 Principals may contract with a suspended student to make up work assigned  
36 during a period of suspension. *Adopted 9/17/96*

37  
38 E. Procedure

39  
40 (1) Prior to suspension, a good faith effort shall be made by the  
41 principal or his designated representative to employ parental  
42 assistance or other alternative measures to suspension, except in the  
43 case of emergency or disruptive conditions which require immediate  
44 suspension or in the case of a serious breach of conduct. A serious  
45 breach of conduct is hereby defined as any Level IV offense as set  
46 forth in the Code of Student Conduct, and any other act or conduct  
47 for which suspension or expulsion is required by any other Rule of  
48 this Board, Rule of the State Board of Education, or Statute.

49  
50 (2) Prior to suspending a pupil for any length of time, the principal shall  
51 give to the pupil an oral or written charge against him and, if the  
52 pupil denies the charge, an explanation of the evidence supporting  
53 the charge and an opportunity for the pupil to present his side of the  
54 story. There shall not necessarily be any period of delay between



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the time notice is given to the pupil and the informal investigation required by this paragraph, nor shall the pupil necessarily be given the opportunity to secure legal counsel, confront or cross-examine witnesses to verify his version of the incident. However, the principal may exercise his discretion in the interest of fairness and justice by summoning the accuser, permitting informal cross-examination and allowing the pupil to present his own witnesses in cases where there are serious disputes of material facts and arguments about cause and effect. The student shall be given an opportunity to respond to the charges and the evidence, explain his actions, and bring to the attention of the principal any additional information. The principal shall specifically inform the student of these rights. *Amended 6/29/93*

- (3) Following an informal investigation, the principal, at the request of the student's parents, may convene an informal hearing and offer the student an opportunity to question and cross-examine witnesses, and present testimony and further evidence. *Amended 6/29/93*
- (4) A principal is not required to hold an informal hearing prior to suspending a student for ten (10) days or less if the student's presence poses a continuing danger to persons or property, or if the student represents an ongoing threat of disrupting the educational process. In such cases, the notice and informal hearing shall be provided as soon thereafter as is practicable. *Amended 6/29/93*

F. Felony Charges

Suspension proceedings may be initiated, in accordance with Florida Statutes, against any student who is formally charged with a felony by a proper prosecuting attorney for an incident which allegedly occurred on property other than public school property, if that incident is shown, in an administrative hearing with notice provided to the parent or legal guardian or custodian of such pupil by the principal of the school to have an adverse impact on the educational program, discipline or welfare in the school in which the pupil is enrolled. The student may face alternative placement or suspension until the determination of guilt or innocence, or dismissal of the charge is made by a court of competent jurisdiction. The hearing officer shall make a decision regarding suspension or non-suspension during the time prior to the official sentencing of the student. If the student is found guilty of a felony, measures may be taken in accordance with Florida Statutes. *Amended 6/29/93, 6/28/94, & 6/27/95*

G. Controlled Substances

- (1) Any pupil who is subject to discipline or expulsion for unlawful possession or use of any substance controlled under Chapter 893, F.S. may be entitled to a waiver of the discipline or expulsion if he divulges information leading to the arrest and conviction of the person who supplied such controlled substance to him. *Amended 6/29/93*
- (2) Any pupil subject to discipline or expulsion for unlawful possession or use of any substance controlled under Chapter 893, F.S., may

1 receive a waiver of the discipline or expulsion if the pupil commits  
2 himself, or is referred by the court in lieu of sentence, to a state-  
3 licensed drug abuse program and successfully completes the  
4 program.  
5

6 (3) When a student is formally charged with a felony by a proper  
7 prosecuting attorney for the unlawful possession, sale, or use of any  
8 substance controlled under Chapter 893, F.S. the principal shall, in  
9 accordance with Section 232.26 (2) F.S., conduct an administrative  
10 hearing for the purpose of determining his or her guilt. Proper  
11 procedures shall be followed by the principal in instituting and  
12 conducting the administrative hearing; however, the School Board  
13 may, upon written approval of the Commissioner, utilize its own  
14 hearing policy in lieu of this rule.  
15

16 H. If a suspension is assigned, the principal shall immediately notify the  
17 Superintendent and the suspended student's parents or guardians by  
18 telephone or in writing within 24 hours of the action taken and the reasons  
19 for the suspension.  
20

21 Auth: 230.22, F.S.

22 Imple: 120.53(1), 230.23(6), 230.33(8)(c), and 232.26, F.S.  
23

#### 24 7.5.2 Expulsion

##### 25 A. Expulsion From School *Amended 6/29/93 & 6/17/97*

26 Expulsion from school shall be authorized only by the School Board. If a  
27 principal requests expulsion of a student from school, a written request shall  
28 be sent to the Superintendent. The principal may recommend to the  
29 Superintendent that a student's suspension be extended by the  
30 Superintendent until the next administrative hearing regarding expulsion  
31 recommendations. The Superintendent in turn shall notify the parents or  
32 guardians in writing of the charge against the pupil, including the rule  
33 violated and pupil's alleged conduct. The parents or guardians, and the  
34 student shall be informed of their right to request a hearing before the  
35 School Board regarding the expulsion recommendation. They shall also be  
36 informed of their right to obtain legal counsel at no cost to the School  
37 Board, to call and examine or cross-examine witnesses, to introduce  
38 evidence and to submit rebuttal evidence. If no hearing is requested, the  
39 expulsion recommendation shall be placed on the consent agenda of the next  
40 possible meeting of the School Board. If the parents or guardians or  
41 student request a hearing, notice shall be given of such meeting according to  
42 Florida Statutes. Any hearing that is conducted at parent or guardian or  
43 student request must be a closed hearing, as provided in the Administrative  
44 Procedures Act, 120.57(2), Florida Statutes, unless an open hearing is  
45 requested by the parents, guardians or student. At the hearing the pupil may  
46 be represented by his parents or guardians or by counsel, and all parties  
47 may introduce and examine evidence, call and examine or cross-examine  
48 witnesses, and submit rebuttal evidence. The rules of evidence observed by  
49 courts shall not be applicable. Any party may, at his own expense, have the  
50 right to record and have transcribed the proceedings of the entire hearing.  
51 The decision of the Board shall be based solely upon evidence presented at  
52  
53

1 the hearing, and a copy of the findings of fact and the decision of the Board  
2 shall be furnished to the pupil in writing.

3  
4 School staff will have the authority to confiscate forbidden items which  
5 would be used as evidence in an expulsion recommendation and later  
6 returned to the parent/guardian.

7  
8 Controlled substances will be handled in accordance with Florida Statutes  
9 and other applicable laws and regulations.

10  
11 B. Exceptional Education Student *Adopted 7/23/91*

12  
13 In accordance with State Board Rules, when an exceptional (nongifted)  
14 student's behavior could warrant expulsion consistent with the District's  
15 policies, the following provisions shall apply:

- 16  
17 (1) A staffing committee shall meet to determine whether the misconduct  
18 is a manifestation of the handicap and to determine the  
19 appropriateness of the student's current education placement. The  
20 membership of the staffing committee shall be in accordance with  
21 State Board Rules. *Amended 6/29/93*  
22  
23 (2) If the misconduct is a manifestation of the student's handicap, and  
24 then the student may not be expelled; however, a review of the  
25 individual educational plan shall be conducted and other alternatives  
26 considered.  
27  
28 (3) If the misconduct is not a manifestation of the student's handicap,  
29 then the student may be expelled; however, any change in placement  
30 shall not result in a complete cessation of special education and  
31 related services.  
32  
33 (4) A suspension of an exceptional education student shall not be  
34 extended beyond nine (9) days. If the district believes that an  
35 exceptional education student should be kept out of his or her  
36 educational program for greater than nine (9) days to ensure the  
37 safety of that student and others, the district shall seek an injunction  
38 from the district or federal court to that effect. *Adopted 6/29/93*  
39 *Amended 6/28/94*

40  
41 Any recommendation for the expulsion of a handicapped student shall be  
42 made in accordance with the rules promulgated by the State Board of  
43 Education.

44  
45 C. Withdrawal From School *Amended 12/15/92*

- 46  
47 1. If a student withdraws from school before the expulsion  
48 recommendation is heard by the Board, the recommendation may be  
49 held in abeyance until the end of the recommended period of  
50 expulsion. If the student re-enters any Osceola County Public  
51 school during the recommended period of expulsion, the  
52 recommendation for expulsion may be presented to the Board at the  
53 first meeting date that falls ten (10) days after the date of enrollment.  
54

1                   2.     Upon the recommendation of the Superintendent, the expulsion  
2                   hearing for a student accused of a serious breach of the Code of  
3                   Student Conduct, including but not limited to violence against staff  
4                   members and other students, sale of drugs on campus, or weapons  
5                   violations may be referred to the School Board for action regardless  
6                   of the student's enrollment status.  
7

8     D.     Withdrawal in Lieu of Expulsion  
9

10            If district personnel offer withdrawal from school as an alternative to  
11            expulsion, they shall inform parents, guardians and/or students of the right  
12            to a hearing to review and challenge the recommendation for expulsion and  
13            of the corresponding rights, which accompany the right to the hearing. At  
14            that time, parents shall also be provided with information regarding their  
15            obligation to home instruct their child if he or she is withdrawn from school  
16            and the student is of mandatory school age. *Adopted 6/29/93*  
17

18     E.     Returning to School  
19

20            A student returning to school after an expulsion or recommendation for  
21            expulsion shall be placed on a Behavior Contract for a period of time (not to  
22            exceed one school year) as designated by the principal of the school in  
23            which said student enrolls. *Amended 6/30/92*  
24

25     Auth: 230.22, F. S.

26     Imple: 230.23(6)(c), 232.26, 230.33(8)(c), and 120.57(1), F.S.

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**8.0 SCHOOL FOOD SERVICE**

**8.1 RESPONSIBILITIES OF THE BOARD**

In providing a healthy and nutritious School Food Service for the students and staff of Osceola County Schools, it shall be the responsibility of the Board to:

- A. Provide facilities and materials in all departments.
- B. Secure and make bid awards for all items specified by State Board Regulations.
- C. Assure that all foods purchased will conform to the Federal Food, Drug and Cosmetic Act, the Meat Inspection Act, and any regulations of the State of Florida relating to the specific item being purchased.
- D. Provide an adequate supervisory staff at the District level for the administration of the program, and adequate clerical and secretarial help for the centralized system.
- E. Submit to the State Department of Education all required reports, requested information, agreements, and applications for federal reimbursement and commodities.
- F. Provide for audits of all records at the schools and the central office, as required by law and State Board regulations.
- G. Assure a nutritionally adequate and nonprofit School Food Service Program by providing sufficient funds.
- H. Prohibit the operation of any public lunch program under a fee, concession, or contract agreement with a food service management company, or under a similar agreement.
- I. Make facilities and materials available during disaster or emergencies in schools designated as disaster centers.

Auth: 230.22, F.S.

Imple: 228.195(3), 237.01, 237.02, and 230.23(15), F.S.; and SBE Regulations 6A-7.40, 6A-7.41, 6A-7.42(2), 6A-7.45, and 6A-7.46

**8.2 DIRECTOR OF SCHOOL FOOD SERVICE**

The Director of School Food Service shall work under the authority delegated by the Superintendent, and shall administer school food programs, which shall meet the obligations assumed by the School Board of Osceola County, Florida and the Superintendent. These responsibilities and duties shall include:

- A. Organization, promotion and program development.
- B. Food supply, preparation and service.

- 1 C. Personnel direction.
- 2
- 3 D. Use of plant space, facilities and equipment.
- 4
- 5 E. Educational opportunities.
- 6

7 Auth: 230.22, F.S.  
8 Imple: 230.33(6)(j) and 228.195(3), F.S.; and SBE Regulations 6A-7.42(2)(e),  
9 6A-7.45, and 6A-7.46

10  
11 8.3 PRINCIPALS

12  
13 The principal shall cooperate with the Director of School Food Services in  
14 administering and operating an adequate School Food Service Program in  
15 compliance with federal and state laws, State Board Regulations, and the School  
16 Board of Osceola County Rules.

17  
18 The principal shall be responsible for the assessment of the School Food Service  
19 Manager. *Adopted 6/28/94*

20  
21 Auth: 230.22, F.S.  
22 Imple: 228.195(3), F.S. and SBE Regulation 6A-7.42(3).

23  
24 8.4 SCHOOL FOOD SERVICE MANAGER

25  
26 The School Food Service Manager shall be under the administrative supervision of  
27 the principal and with the technical support of the Director of School Food  
28 Services. The Manager shall be responsible for the efficient and satisfactory  
29 operation of the department, following procedures and regulations of the District  
30 Food Service Program. Specific duties of the Manager shall be listed in the School  
31 Food Service Handbook. *Amended 6/30/92*

32  
33 Auth: 230.22, F.S.  
34 Imple: 228.195(3), F.S., and SBE Regulation 6A-7.40, 6A-7.41, 6A-7.42(2), and  
35 6A-7.46(3)

36  
37 8.5 SCHOOL FOOD SERVICE PERSONNEL

38  
39 All other School Food Service Personnel are directly responsible to the Manager for  
40 the performance of their assigned duties. Major responsibilities shall be listed in the  
41 School Food Service Handbook.

42  
43 Auth: 230.22, F.S.  
44 Imple: 228.195(3), F.S.

45  
46 8.6 PERSONNEL PRACTICES

47  
48 8.6.1 Applications and Appointments

49  
50 Persons desiring employment with School Food Service shall file applications with  
51 the District Personnel Office. All new employees shall be appointed on a trial basis  
52 for a ninety (90) calendar day period.



1 The Director of School Food Services shall present a list of qualified applicants for  
2 any vacant managerial position to the principal for his consideration, and in turn the  
3 principal in conjunction with the Director of Food Service shall submit the choice to  
4 the Superintendent and the School Board.

5  
6 8.6.2 Drug Testing

7 All new employees will be required to take a drug screening test effective October  
8 1, 1989.

9  
10 Prior to being recommended for employment by the Superintendent, each applicant  
11 shall be required to submit a urine sample for a screening test. If the screening  
12 shows the presence of an illegal drug, the sample shall be then tested by the GCMS  
13 method.  
14

15 No prospective employee will be hired if the results of the drug screening test  
16 indicate the presence of an illegal drug, regardless of the frequency or occasion.  
17 Provided, however, the prospective employee may request a waiver if he/she can  
18 show a valid prescription for the drug, issued by a licensed medical practitioner or  
19 can provide evidence that the drug was purchased pursuant to the provisions of  
20 Section 893.08, Florida Statutes. The Superintendent or his designee shall verify  
21 the validity of the prescription or compliance with the provisions of Section 893.08,  
22 and consider the request in light of the extent, duration and frequency of use of the  
23 drug; the underlying cause for use of the drug; and any other considerations  
24 relevant to the performance of the requirements of the position applied for. The  
25 Superintendent's decision on any request for waiver shall be final.  
26

27 The term 'illegal drug' as used in this rule shall mean, any drug listed or defined as  
28 a 'controlled substance' by Chapter 893, Florida Statutes.  
29

30 Applicants whose results are positive on the drug screening test may not reapply for  
31 employment until one (1) year after the date the sample was given.  
32

33 Please note the following related to who is to be tested and confidentiality of testing:  
34

- 35  
36 A. Employees returning from a Board approved leave of absence or sabbatical  
37 will not be tested.  
38  
39 B. Prospective employees will not begin work until the results are returned.  
40 (Substitute employees will be available in emergency situations.)  
41  
42 C. The successful applicant from all employee groups (Administration,  
43 Instructional, and Non-Instructional) will be tested as well as Adult  
44 Education teachers and substitutes. Other personnel who have contact with  
45 students as determined by the Personnel Department will be tested.  
46  
47 D. Test results are confidential medical records.  
48  
49 E. We have no plans to recommend random drug testing of current employees.  
50

51 Auth: 230.22, F.S.

52 Imple: 228.195, 230.23(5) and 230.33(7), F.S.  
53  
54

1 8.6.3 Qualifications for Employment  
2

3 All individuals applying for a food service position shall, at the time of their  
4 appointment, meet the qualifications required in the established job description for  
5 that position.  
6

7 8.6.4 Procedures for School Food Service Employees *Amended 6/28/94*  
8

9 School Food Service employees shall be employed for the number of days  
10 established by the District salary schedule. At the discretion of the Director of  
11 School Food Service some staff will be assigned additional time to open and close  
12 the department. *Amended 6/30/92*  
13

14 School Food Service Managers shall be employed for the hours established by the  
15 salary schedule. The particular number of hours worked by employees shall be  
16 established by the Manager based on the current staffing formula.  
17

18 Auth: 230.22, F.S.

19 Imple: 228.195, 230.23 (5) and 230.33(7), F.S; and SBE Regulation 6A-7.46(3)  
20

21 8.6.5 Personal Health and Hygiene Requirements  
22

23 All personnel shall comply with the provisions of the Florida Sanitary Code and the  
24 guidelines of the School Food Service Handbook. All new employees of the  
25 School Board within the ninety (90) day probationary period and all food service  
26 employees returning from extended leave of one (1) year shall have a tuberculin skin  
27 test or at their own expense a chest x-ray.  
28

29 Auth: 230.22, F.S.

30 Imple: 228.195(3) and 230.23 (5), F.S.  
31

32 8.6.6 Work Habits and Work Schedules  
33

34 Employees shall maintain good working habits and follow work schedules as  
35 established by the manager and described in the School Food Service Handbook.  
36

37 Auth: 230.22, F.S.

38 Imple: 228.195 (3) and 230.23 (5), F.S.  
39

40 8.6.7 Student Assistants *Amended 6/29/93 & 6/28/94*  
41

42 Students may work in kitchen areas with the consent of the parent(s), teacher(s),  
43 principal, and manager. Students under the age of fifteen shall not be around, nor  
44 operate, power equipment, dishwashers, slicers, stoves or work in the  
45 cooler/freezer areas. In addition, elementary students may not work on hot food  
46 serving lines.  
47

48 Students engaged in Culinary Arts Training may, as a part of their instructional  
49 program, be assigned to different areas of the Food Service Program for on site  
50 training.  
51

52 Students shall not be required to work as a condition to receive free or reduced  
53 meals. All personal health and hygiene standards required of adult workers shall be  
54 observed by student helpers. As compensation for their services, students

1 employed may be given a lunch. All regulations of child labor laws shall be strictly  
2 followed regardless of the student's grade level.

3  
4 Prior to any students being assigned to work in the kitchen area of a school, the  
5 school food service manager, the principal and the Director of Food Service, shall  
6 determine the procedures to be used.

7  
8 **8.7 OPERATING RULES**

9  
10 **8.7.1 Equipment *Amended 6/29/93***

11 The Board shall furnish and equip new departments, provide additional equipment  
12 for expansion, and pay all utility costs.

13  
14 Expendable and nonexpendable equipment at each school shall be replaced during  
15 the school year by the School Food Service Department at each school from regular  
16 operating funds when available and shall follow specifications developed by the  
17 Director of the School Food Service.

18  
19 At the end of each school year, inventories of expendable and nonexpendable  
20 equipment shall be completed. No School Food Service equipment shall be taken  
21 from the premises, except that for school-related use or by non-profit organizations.  
22 The group must first contact the manager for permission. The manager will initiate  
23 the proper form listing the equipment to be used and obtain the principal's signature  
24 and approval. If borrowed equipment is damaged or not returned, it shall be  
25 repaired or replaced by the borrower.

26  
27  
28 Auth: 230.22, F.S.

29 Imple: 228.195(3) and SBE Regulation 6A-7.42(2)

30  
31 **8.7.2 Commodities**

32 Commodities shall not be sold, traded, taken home or otherwise utilized except in  
33 plate-lunch programs. They shall not be used for PTA refreshments, special meals,  
34 school benefits dinners, or similar affairs. Accurate records shall be maintained on  
35 commodities in school storerooms.

36  
37 Some commodities may be used by home economics teachers for laboratory  
38 instruction. The home economics teacher shall requisition commodities from the  
39 School Food Service Manager at least ten (10) days in advance. A copy of the  
40 requisition should be sent to the Director of School Food Service. (Refer to the  
41 current Florida School Food Service Program Requirements for the latest  
42 requirements of the USDA Commodity Program.)

43  
44  
45 Auth: 230.22, F.S.

46 Imple: 228.195, F.S., and SBE Regulations 6A-7.41 and 6A-7.42(2)

47  
48 **8.7.3 Lunch Prices**

49  
50 **A. Sale Prices *Amended 6/29/93 & 6/28/94***

51 Sale prices for the School Food Service Program shall be established by the  
52 Board, subject to change due to food price fluctuations and commodities  
53 available. The Food Service Departments in the District shall participate in  
54

1 the National School Lunch Program and serve Type A lunches priced as a  
2 unit. In addition, schools may have a la carte offerings with per-unit  
3 pricing.  
4

5 B. Economically Needy Children *Amended 6/29/93*  
6

7 Children who meet the criteria for support under the guidelines of Federal  
8 Regulations Title VII, Part 245, shall be supplied a lunch without cost or at  
9 a reduced price.  
10

11 Using the current income eligibility scale or recommendations of a key  
12 person such as the pupil's teacher, counselor, School Food Service  
13 Manager or personnel of the Welfare Department, the principal may initiate  
14 an application. A file of all economically needy lunch applications shall be  
15 maintained in the Director of Food Service's office. All applications shall  
16 be kept on file for three (3) years and until the appropriate audit is  
17 performed, then authorization for disposal may be requested.  
18

19 C. Left-over Foods *Amended 6/29/93*  
20

21 Leftover foods, including both purchased foods and commodities, shall not  
22 be taken from the School Food Service Department, but shall be stored for  
23 future use. Leftover perishable food shall be served as "seconds" to  
24 children, or scrapped. Careful planning shall be practiced at all times to  
25 minimize overproduction.  
26

27 D. Sale of Additional Foods *Amended 6/29/93*  
28

29 Sale of any food or beverage items in elementary schools other than by the  
30 food service program is prohibited. In elementary and middle schools when  
31 the Food Service Department sells additional foods and drinks, these must  
32 meet the nutritional needs of the pupils.  
33

34 The sale of food and beverage items in competition with the district food  
35 service program may be permitted in middle and high schools only, with the  
36 approval of the school board, one hour following the close of the last lunch  
37 period provided they comply with existing federal and state regulations.  
38

39 Sale of foods after the student day is permitted at all levels with permission  
40 of the principal.  
41

42 Sale of food items in all schools shall be in compliance with applicable  
43 accreditation standards.  
44

45 E. Adult Lunches  
46

47 No adult meals shall be given free, except for School Food Service  
48 personnel. Adults in a school on official business at lunchtime may, upon  
49 payment of the established price, eat in the School Food Service  
50 Department. Relatives of School Food Service personnel shall not be  
51 regular customers in the cafeteria. Every guest or his host shall pay for  
52 meals eaten in the lunchroom. Parents may make occasional visits to the  
53 School Food Service Program. This privilege may be exercised by having  
54 parents visit on special days, or as individuals, to become acquainted with

1 the program. The principal shall see that this privilege is not abused, as the  
2 School Food Service Program is not in competition with commercial  
3 establishments. Adults may buy a la carte items at the current adopted  
4 prices.

5  
6 Auth: 230.22, F.S.

7 Imple: 228.195(3), 230.2313, 231.085(5); and SBE Regulations 6A-7.40, 6A-  
8 7.41, and 6A-7.42(2)

9  
10  
11 8.7.4 Field Trips and Special Events

12 It will be the responsibility of the principal to see that the manager is informed at  
13 least two (2) weeks prior to any field trip or event where the students will not be  
14 eating a school lunch.

15  
16 Any teacher requesting packed lunches must do so a minimum of two (2) weeks  
17 prior to the date needed. A count of the actual number to be packed must be given  
18 to the manager the day before they are needed. The requester will be responsible  
19 for providing payment for the packed lunches the day before the event

20  
21 Economically needy children will be provided a packed lunch without cost or at a  
22 reduced price. *Adopted 6/29/93*

23  
24  
25 8.8.5 Operating Procedures

26  
27 A. Discipline

28 Discipline in the dining room or cafeteria shall be the responsibility of the  
29 adult in charge, and the principal. School Food Service employees shall not  
30 be responsible for discipline.

31  
32  
33 B. Keys

34 Delivery personnel and maintenance staff may be temporarily issued a key  
35 only when authorized by the principal. Only the manager and food service  
36 director shall have keys to the food storage areas; except where the principal  
37 is required to have access to a electrical breaker box for safety reasons.  
38 *Amended 6/30/92*

39  
40  
41 C. Unauthorized Personnel in the Food Preparation Area *Amended 6/29/93*

42 The principal shall prevent the entry of unauthorized persons in food  
43 preparation areas. An unauthorized person shall be anyone other than the  
44 School Food Service staff, the principal, and school personnel on official  
45 business.

46  
47 Teachers shall be served from the serving line, and may not enter the  
48 kitchen for special service.

49  
50 Relatives of School Food Service employees shall not be authorized to enter  
51 the food preparation area, or granted privileges denied others.

1 D. Student Lunch Period Restrictions

2  
3 Students are not permitted to bring soft drinks into the cafeterias during the  
4 lunch hours.

5  
6 High school students who have permission to leave campus for lunch will  
7 consume their lunch off campus. It is not to be brought back onto campus  
8 for consumption.

9  
10 E. The principal will be responsible for having a staff member take daily  
11 temperature readings of the walk-in refrigerator and freezer during holidays  
12 and the summer. The form for this procedure will be provided by the Food  
13 Service Director. The forms must be returned to the Food Service  
14 Director's office at the end of each holiday and summer break.

15  
16 Auth: 230.22, F.S.

17 Imple: 228.195(3), 232.25, 231.085(5), F.S.; and SBE Regulations 6A-7.42(2)  
18 and 6A-7.41.

19  
20 8.8 CUSTODIAL DUTIES RELATING TO SCHOOL FOOD SERVICE

21  
22 At the beginning of the year, the principal shall assign regular dining room cleaning  
23 duties to the custodian(s). The School Food Service Manager shall be informed of  
24 the cleaning schedule. *Amended 6/29/93*

25  
26 Auth: 230.22, F.S.

27 Imple: 228.195(3) and 231.085, F.S.

28  
29 8.9 SANITATION AND SAFETY

30  
31 School Food Service Programs shall meet the same state and local sanitary  
32 standards required of any food-handling establishment. The Osceola County  
33 Health Department may make a routine inspection of each department. EACH  
34 MANAGER MUST THEREFORE READ AND APPLY THE CURRENT  
35 REVISED BULLETIN 33-F, ENTITLED "SANITATION AND SAFETY FOR  
36 CHILD FEEDING PROGRAMS".

37  
38 Auth: 230.22, F.S.

39 Imple: 228.195(3), F.S., and SBE Regulation 6A-7.42(2)

40  
41 8.10 EXTRACURRICULAR USE OF THE SCHOOL FOOD SERVICE  
42 DEPARTMENT *Amended 6/29/93*

43  
44 Any organization desiring the use of the School Food Service Department shall  
45 make arrangements through the principal and Manager well in advance of the  
46 function. The use of facilities shall be subject to School Board Rule 3.12.

47  
48 The School Food Service Manager, or someone from the food service staff, shall  
49 be present at any time the kitchen facilities are used by an organization. This  
50 individual shall be paid at an hourly rate established by the Board.

51  
52 The School Food Service Department shall be left in the condition in which it was  
53 found. The sponsor or teacher in charge shall be responsible for all damages and  
54 any replacements, which have to be made. School Food Service Managers shall

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cooperate with Red Cross and Civil Defense officials in case of emergencies. When School Food Service kitchens are used for such emergencies, they shall be left in the same condition as they were found, and all damages repaired or items replaced.

Auth: 230.22, F.S.  
Imple: 228.195(3) and 230.23(12), F.S.

8.11 FINANCE

The approved money-collection system is cashiering through the line. Checks SHALL NOT be accepted by cashiers. Managers shall be responsible for daily deposits. No monies shall be left in the department overnight.

Any loss or theft of records, cash, or goods shall be reported immediately to the principal, Director and Superintendent. *Amended 6/28/94*

Auth: 230.22, F.S.  
Imple: 228.195(3) and 237.01, F.S.





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## Chapter 9

### Administrative Personnel

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1    **9.0    ADMINISTRATIVE PERSONNEL**

2  
3  
4    9.1    EMPLOYMENT PRACTICES

5  
6    9.1.1   Definition of Administrative Personnel

7  
8           Administrative personnel is comprised of the Superintendent, Assistant  
9           Superintendents, Executive Directors, Directors, Coordinators, Principals,  
10          Assistant Principals, and those persons who may be employed as professional  
11          administrative assistants to the Superintendent or to the principal, but do not include  
12          secretarial, clerical or other office assistants.                    *Amended 6/30/92*

13  
14          Auth: 230.22, F.S.   Imple: 230.23(5), F.S.

15  
16    9.1.2   Recruitment, Selection, and Appointment

17  
18    A.      Personnel Philosophy

19  
20           In order to secure quality educational leadership for the children of Osceola  
21           County, the School Board shall strive to acquire administrative personnel  
22           who possess the following attributes:

- 23           (1)    A high degree of competency in their area of specialization.
- 24           (2)    Good physical health.
- 25           (3)    Healthy social attitudes.
- 26           (4)    Good mental health.
- 27           (5)    A high degree of dedication to doing their utmost for children.
- 28           (6)    Staunch adherence, active as well as passive, to the conviction that  
29           each child is valuable and should be treated in such a manner as to  
30           develop to the fullest degree possible his potential and talents.
- 31           (7)    A desire to cooperate and work with other personnel for the  
32           betterment of operation procedures.
- 33           (8)    A profound and vital respect for the teaching profession and the  
34           nation, state and community it serves.

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41  
42    B.      Qualifications of Administrative Personnel

- 43           (1)    To be eligible for appointment in any position in the School District  
44           of Osceola County, a person shall be of good moral character and  
45           shall when required by law, hold a certificate or license issued under  
46           regulations of the State Board of Education, Section 231.02, Florida  
47           Statutes.
- 48           (2)    No person shall be employed as administrator who has not had three  
49           (3) or more years of experience in his area of specialization, and has  
50           not attained the age of twenty-three (23) years. In addition, no  
51

1 person shall be employed as a Principal, Assistant Principal, or any  
2 instructional administrator at the district level who has not had three  
3 (3) or more years of experience in an instructional position. This  
4 requirement may be waived by the Board upon the recommendation  
5 of the Superintendent, except in the case of the Board's appointment  
6 of principals, or for the office of Superintendent. *Amended 6/30/92*  
7

8 (3) All employees requiring certification shall be certified in the area in  
9 which their major assignment is made. The Superintendent shall  
10 approve any exceptions and report such to the Board.

11  
12 (4) Florida Statutes 876.05 requires all persons who are on the payroll  
13 of the School District to take an oath to support the Constitution of  
14 the United States and of the State of Florida. The oath, as amended  
15 by the United States Supreme Court, is included in the Appendix to  
16 these Rules.

17  
18 (5) All employees not under the Teacher Retirement System are required  
19 to become members of the Florida Retirement System. All  
20 employees belonging to the Florida Retirement System must  
21 contribute to Social Security.

22  
23 (6) All employees must complete a W-4 form to authorize proper  
24 withholding of monies for income tax purposes.

25  
26 (7) All new employees will be required to take a drug test effective  
27 October 1, 1989.

28  
29 a. Prior to being recommended for employment by the  
30 Superintendent, each applicant shall be required to submit a  
31 urine sample for a screening test. If screening shows the  
32 presence of an illegal drug, the sample shall be then tested by  
33 the GCMS method.

34  
35 b. No prospective employee will be hired if the results of the  
36 drug-screening test indicates the presence of an illegal drug,  
37 regardless of the frequency or occasion. However, the  
38 prospective employee may request a waiver if he/she can  
39 show a valid prescription for the drug, issued by a licensed  
40 medical practitioner or if he/she can provide evidence that the  
41 drug was purchased pursuant to the provisions of Section  
42 893.08, Florida Statutes. The Superintendent or his  
43 designee shall verify the validity of the prescription or  
44 compliance with the provisions of Section 893.08, and  
45 consider the request in light of the extent, duration and  
46 frequency of use of the drug; the underlying cause for use of  
47 the drug; and any other considerations relevant to the  
48 performance requirements of the position for which applied.

49  
50 The Superintendent's decision on any request for waiver  
51 shall be final.  
52  
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- c. The term "illegal drug" as used in this rule shall mean, any drug listed or defined as a "controlled substance" by Chapter 893, Florida Statutes. *Amended 6/30/92*
- d. Applicants whose results are positive on the drug screening test may not reapply for employment until one (1) year after the date the sample was given.
- e. Please note the following related to who is to be tested and confidentiality of testing:
  - 1. Employees returning from a Board approved leave of absence or sabbatical will not be tested.
  - 2. Prospective employees will not begin work until the results are returned. (Substitute employees will be available in emergency situations.)
  - 3. The successful applicant from all employee groups (Administration, Instructional, and Professional Support Staff) will be tested as well as Adult Education teachers and substitutes. Other personnel who have contact with students as determined by the Personnel Department will be tested.
  - 4. Test results are confidential medical records.
- f. The full cost of drug screening for all new administrative employees shall be paid by the employee. *Amended 9/17/91*

(8) Fingerprint Processing

All prospective employees and former employees with a break in service of ninety (90) or more days shall upon employment or re employment file a complete set of fingerprints taken by an authorized law enforcement officer or an employee of the School District who is trained to take fingerprints. These fingerprints shall be submitted to the Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

All prospective employees former employees with a break in service of ninety (90) or more days shall be on probationary status pending fingerprint processing and determination of compliance with standards of good moral character. Employees found through fingerprint processing to have been convicted of a crime involving moral turpitude shall not be employed in any position requiring direct contact with students. The Superintendent or his/her designee shall review the criminal history of each employee for compliance with standards of good moral character. For the purposes of this subsection, "a crime involving moral turpitude" shall be defined consistent with current state law.

1 All prospective employees and former employees with a break in  
2 service of ninety (90) or more days will pay the full cost for  
3 processing of fingerprints with the Florida Department of Law  
4 Enforcement and the Federal Bureau of Investigation.

5  
6 The Superintendent shall develop procedures to implement  
7 fingerprint processing of employees in accordance with this Rule  
8 and Florida Statutes.

- 9  
10 (9) Applicants shall provide true and accurate information on the  
11 application form when applying for a position. If inaccurate  
12 information is given, and discovered by the School District during  
13 the applicant's probationary period, the applicant may not be  
14 considered for employment until one (1) year after the date of the  
15 application.

16  
17 Any employee who is discovered to have given inaccurate,  
18 incomplete or false information on the application form shall be  
19 considered for disciplinary action up to and including termination.

20  
21 Auth: 231.001 & 231.02, F.S.

22  
23 C. Employment Procedures - Administrative

24  
25 (1) Statutory - Record of Personnel

26  
27 For the purpose of improving the quality of administrative services,  
28 the Superintendent shall establish procedures for the performance of  
29 duties and responsibilities of administrative personnel as provided in  
30 subsection (2) of Section 231.29, Florida Statutes, and shall open  
31 the assessment file only to those individuals designated in  
32 subsection (3) of Section 231.29, Florida Statutes.

33  
34 (2) Application Forms

35  
36 Application forms for administrative positions may be obtained from  
37 the Superintendent's Office. The completed application shall be  
38 given to the Superintendent or his designee.

39  
40 (3) Personnel Interviews and Application Procedures

41  
42 The Superintendent shall be expected to recommend for  
43 administrative positions only the best qualified candidates from as  
44 large a list as possible of eligible persons.

45  
46 In accordance with State Statutes, all school based administrative  
47 positions must be filled utilizing the Board approved HRMD Plan  
48 for application and interview processes.

49  
50 (4) Disposition of Application

51  
52 An applicant who has been appointed by the Board shall be notified  
53 in writing of the appointment and shall be given a period not to  
54 exceed fifteen (15) days to accept or reject the appointment.

1  
2 Auth: 230.22, F.S.  
3 Imple: 231.02, 230.23(5), 231.03, 231.031, 231.15-231.17, 121.051, 876.05,  
4 230.33(7), 231.29(2) and (3), F.S.  
5

6 9.1.3 Certification  
7

8 A. General Information  
9

10 It is the responsibility of the employee to secure a valid certificate, where  
11 required. Application forms may be secured from the Superintendent's  
12 office. All certificate applications should be processed through the District  
13 contact for certification in order to receive priority attention from the  
14 Certification Section of the State Department of Education.  
15

16 When there is a change in name, the name shall be changed on the certificate  
17 and the new certificate recorded in the Superintendent's office before any  
18 records may be changed.  
19

20 This shall be done by sending the old certificate and the appropriate form  
21 and fee to the Certification Section, State Department of Education,  
22 Tallahassee, Florida. Each member of the administrative staff holding a  
23 certificate shall file it with the Superintendent immediately upon receipt  
24 thereof.  
25

26 All new administrative employees will pay the full cost of processing  
27 fingerprints with the Florida Department of Law Enforcement and the FBI.  
28

29 B. Extension of Certificate  
30

31 The extension of teaching certificates shall be made in accordance with the  
32 provisions of Section 231.24, Florida Statutes, and State Board Regulation  
33 6A-4.04 and shall be a responsibility shared between the individual and the  
34 State Department of Education. Inservice training may be used to extend a  
35 certificate.  
36

37 Auth: 230.22, F.S.  
38 Imple: 231.02 and 231.24, F.S.; and SBE Regulations 6A-4.02, 6A-1.69,  
39 and 6A-4.05  
40

41 9.1.4 Health Certificates  
42

43 All employees of the Board shall have a tuberculin skin test or, at their own  
44 expense, a chest X-Ray on the initial date of employment or within sixty (60) days  
45 after employment begins. Additional tuberculin tests may be required at the  
46 Superintendent's discretion.  
47

48 Auth: 230.22, F.S. Imple: 230.23(5), F.S.  
49

50 9.1.5 Assignments and Transfers  
51

52 The School Board shall act on recommendations of the Superintendent regarding  
53 transfer and promotion of any employee. Assignments shall be based on the

1 qualifications of the employee and the requirements of the position to which he  
2 would be transferred.

3  
4 Auth: 230.22, F.S. Imple: 230.23(5), F.S.

5  
6 9.1.6 Contracts

7  
8 The School Board shall provide written contracts for all administrative personnel.  
9 The contract shall be in accordance with the salary schedule adopted by the School  
10 Board and shall be in writing for definite amounts for definite terms of service, and  
11 shall specify the number of monthly payments to be made. All such contracts shall  
12 be executed in duplicate and true signature copy retained by the Board in the office  
13 of the Superintendent. The School Board is prohibited from paying any salary to  
14 any member of the administrative staff, except when this provision has been  
15 observed. The Board cannot enter into a contract with the prospective employee  
16 until the employee has a valid Florida certificate, where required. However, if an  
17 application for a certificate has been filed through the District contact for  
18 certification, with the necessary attachments, a contract may be issued on the basis  
19 of a State Department of Education number assignment on the SDE Official Receipt  
20 and Acknowledgment form on the status report sent to the District contact person  
21 each month. If, after the second pay period since employment began, a valid  
22 certificate is not presented to the District office, further checks may be withheld.

23  
24 A. Return to Annual Contract Status

25  
26 Any administrative employee under continuing contract may be dismissed or  
27 returned to annual contract status after due process, as provided in Board  
28 Rule 10.2.

29  
30 B. The Necessity to Choose Between Personnel on Continuing Contract

31  
32 Should the Board have to reduce personnel due to consolidation, the criteria  
33 for determining which employees on continuing contract shall remain shall  
34 be based on the conditions set forth in Section 231.36, subsection (5),  
35 Florida Statutes, and the Board shall follow those procedures set forth in  
36 Board Rule 10.1.

37  
38 C. Administrative Contracts

39  
40 Each administrator shall be issued an administrative contract in accordance  
41 with Florida Statutes.

42  
43 Auth: 230.22, F.S.  
44 Imple: 231.36, 120.53(1) and 120.57-120.59, F.S.

45  
46 9.1.7 Suspension and Dismissal

47  
48 Suspension or dismissal of administrative employees shall follow those procedures  
49 contained in Board Rule 10.3, except that the Superintendent may suspend  
50 administrative employees in an emergency in accordance with provisions of Section  
51 230.33, subsection (7)(e), Florida Statutes.



1 Unethical use or administration of test materials may constitute a violation of  
2 Florida Statutes 228.301, Test Security, and may result in fines, imprisonment,  
3 and/or dismissal of involved employees.  
4

5 Auth: 230.22, F.S.

6 Imple: 230.33 (7) (e), 120.57-120.59, 231.085 (2), and 231.36(6), F.S.

7  
8 9.1.8 Resignations and Terminations

9  
10 A. Resignation

11 All administrative personnel requesting to be released from their contract  
12 shall submit a letter in writing, giving reason and effective date, to their  
13 immediate superior, who shall forward the letter with a recommendation to  
14 the Superintendent for Board consideration.  
15

16  
17 B. Release from Contract

18 Any employee who shall violate the terms of his contract by leaving his  
19 position without first being released from his contract by the Board shall be  
20 reported to the Educational Practices Commission. The Board shall take  
21 official action on such violation and furnish a copy of the proceedings to the  
22 Certification Section of the State Department of Education in accordance  
23 with Section 231.36, subsection (2), Florida Statutes.  
24

25  
26 C. Release from Appointment

27 The Board shall not feel obligated to release an employee from contractual  
28 obligations unless sufficient notice is given for appointment of a  
29 replacement. Moreover, such release shall not be made if it would be to the  
30 detriment of the school and the educational welfare of the children.  
31

32 Auth: 230.22, F.S.

33 Imple: 231.36 (2), F.S.  
34

35  
36 9.2 EMPLOYMENT CONDITIONS

37  
38 9.2.1 A. Working Day

39 The minimum administrative employee working day, and the conditions  
40 involving the particular responsibilities assigned, shall be determined by the  
41 Superintendent.  
42

43 With the approval of the Superintendent, the administrative department  
44 heads and principals shall designate working schedules for employees under  
45 their supervision which will best meet the needs of the school district.  
46

47  
48 B. Year's Service

49 The minimum time which may be recognized as a year of service shall be at  
50 least one (1) day more than half of the number of workdays required in the  
51 year.  
52  
53

1 C. A copy of the employee's social security card must be in the personnel file  
2 before starting employment.  
3

4 Auth: 230.22, F.S.  
5 Imple: 230.33 (7), F.S.  
6

7 9.2.2 Vacations  
8

9 Administrative personnel shall accumulate vacation as follows:  
10

11 A. One (1) day for each month of employment for those employed by the Board  
12 for less than five (5) active service years.  
13

14 B. One and one-half (1-1/2) days per month of employment per year for those  
15 employed five (5) active service years or more by the Board.  
16

17 C. Earned vacation leave shall be credited at the end of the month. An  
18 employee earning pay for at least seventy-five percent (75%) of the  
19 workdays in the month shall be treated as earning benefits for a month of  
20 employment.  
21

22 D. At the time of retirement or separation of employment unused vacation leave  
23 shall be paid as terminal leave pay. Those persons entering the Deferred  
24 Retirement Option Program (DROP) may choose to receive payment for all  
25 or part of their accumulated vacation leave at the time of entrance into the  
26 DROP. Those persons choosing to receive a partial payment will receive  
27 the remainder at the time of separation from employment. *Amended 6/16/98*  
28

29 Employees in positions earning vacation leave who transfer or are assigned  
30 to positions which do not earn vacation leave may receive payment for  
31 unused vacation at time of transfer or reassignment.  
32

33 E. Vacation shall not be taken until it is earned; however 50% of the annually  
34 earned vacation must be used annually.  
35

36 F. The Christmas vacation period, other than legal holidays during this period,  
37 shall be a part of the vacation period, unless the employee is actually on  
38 duty.  
39

40 G. Vacation time shall be scheduled with the approval of the Superintendent or  
41 Supervisor so that there will be a minimum of disruption in the operation of  
42 the school system. *Amended 7/23/91*  
43

44 Auth: 230.22, F.S.  
45 Imple: 230.23(5), F.S.  
46

47 9.2.3 Temporary Duty Assignment of Employees  
48

49 When mutually agreed upon, employees may be assigned to be temporarily absent  
50 from their regular duties and places of employment for the purpose of performing  
51 other education services, including participation in school surveys, professional  
52 meetings, study courses, workshops, etc. Such assignment to temporary duty shall  
53 ordinarily be initiated by the District administration, but an employee may request  
54 assignment to temporary duty, subject to the approval of the Superintendent.

1 Employees shall receive their regular pay and may be allowed expenses as provided  
2 in Board Rule 2.4.8. Such temporary duty shall be considered equal to the regular  
3 duties of the individual, and employees performing such assigned duties shall not  
4 be considered to be on leave. Employees may not be assigned for temporary duty  
5 for the purpose of earning college credits, improving rank or renewing certificates,  
6 except when participating in a staff development program approved by the Board.

7  
8 Auth: 230.22, F.S.

9 Imple: SBE Regulation 6A-1.84 and 231.42, F.S.

10  
11 9.2.4 Evaluations

12  
13 For the purpose of improving the quality of instructional, administrative and  
14 supervisory services in the public schools of the state, the Superintendent shall  
15 establish procedures for assessing the performance of duties and responsibilities of  
16 administrative and supervisory employees of the District and for the proper record  
17 keeping of the same, in accordance with Section 231.29, subsection (2) of the  
18 Florida Statutes.

19  
20 Auth: 230.22, F.S.

21 Imple: 231.29(2), F.S.

22  
23 9.2.5 Assessment File

24  
25 The assessment file of each employee shall be open to inspection only by the  
26 School Board, the Superintendent, the Principal, the employee, and such other  
27 persons as the employee or the Superintendent may authorize in writing, in  
28 accordance with Section 231.29, subsection (3), Florida Statutes.

29  
30 Auth: 230.22, F.S.

31 Imple: 231.29(3), F.S.

32  
33 9.2.6 Professional Organizations

34  
35 Administrative employees are encouraged to participate in the activities and  
36 meetings of professional organizations related to their assignments and in which  
37 they hold membership. These organizations may be local, state or national in  
38 scope. Payroll deductions for membership dues shall be authorized by the  
39 employee, upon approval of the Superintendent.

40  
41 Auth: 230.22, F.S.

42 Imple: 231.42, F.S.

43  
44 9.2.7 Workers' Compensation

45  
46 All employees of the Board are entitled to benefits of Workers' Compensation when  
47 qualified as prescribed under Florida Law. The employee shall receive his regular  
48 salary less workers' compensation payments while on illness-in-line-of-duty leave.

49  
50 Auth: 230.22, F.S.

51 Imple: 231.39, F.S.

1 9.2.8 Pallbearer

2  
3 The Superintendent, head of a department, or a principal shall have the authority to  
4 allow any employee to act as a pallbearer.

5  
6 Auth: 231. 22, F.S . Imple: 230.33(7) and 231.085, F.S.

7  
8 9.2.9 Residence

9  
10 Administrative personnel employed by the Board are encouraged, but not required,  
11 to live in Osceola County. Living out of the county does not exempt the  
12 administrator in any way from his duties.

13  
14 Auth: 230. 22, F.S. Imple: 230 . 23 (5), F.S.

15  
16 9.2.10 Required Medical Examinations *Adopted 6/29/93*

17  
18 In the event any employee is unable to perform the essential functions of the job  
19 notwithstanding attempts to provide reasonable accommodations, then the School  
20 District shall have the right to require a physical, medical and/or psychological  
21 examination at any time conditions indicate the need. Any examination required by  
22 the School District shall be at the School District's expense. An employee who  
23 refuses a physical, medical and/or psychological examination when the School  
24 District directs the examination may be subject to job action; including, but not  
25 limited to suspension or dismissal for insubordination.

26  
27 9.3 LEAVES OF ABSENCE

28  
29 A. During the school year, when it is necessary to be absent from duty, any  
30 administrative employee may secure leaves of absence as prescribed by law,  
31 pursuant to rules of the Board. Any such leave shall be classified as one of  
32 the following:

- 33  
34 (1) Illness-in-line-of-duty leave (without pay)
- 35  
36 (2) Maternity leave (without pay)
- 37  
38 (3) Military leave (without pay)
- 39  
40 (4) Personal leave (without pay beyond the six [6] charged to sick  
41 leave)
- 42  
43 (5) Professional leave (with pay)
- 44  
45 (6) Extended professional leave ((without pay)
- 46  
47 (7) Sabbatical leave (with pay)
- 48  
49 (8) Sick leave (with pay)
- 50  
51 (9) Vacation (with pay)
- 52  
53 (10) Adoptive leave (without pay)
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- (11) Jury Duty leave (with pay)
- (12) Witness leave (with pay)
- (13) Charter School Leave
- (14) Natural Disaster Leave

Auth: 230.22, F.S.                    Imple: 230.23(5), F.S.

B. Family Medical Leave Adopted 6/28/94

The School District of Osceola County offers up to twelve (12) weeks of job-protected leave to eligible employees as mandated in The Family and Medical Leave Act of 1993.

- (1). In order to be eligible, an employee must have been employed by the District for a minimum of one year and worked a minimum of 1250 hours over the previous twelve (12) months.
  - a. All available sick and annual leave must be used prior to receiving leave under this policy. The twelve (12) weeks of available Family Medical Leave shall be reduced by the number of sick and annual leave days available.
  - b. Application for Family Medical Leave should be made at least thirty (30) days in advance when the leave is foreseeable.
  - c. When the leave is for a serious health condition, the District may require medical certification.
    - 1. The District reserves the right to require a second or third medical opinion.
    - 2. When the employee is ready to return to work, the District may require a fitness-for-duty report.
- (2) A maximum of twelve (12) weeks during a twelve (12) month period may be requested under this policy.
- (3) Leave may be granted for any of the following reasons:
  - a. To care for a child after birth.
  - b. To care for a child upon adoption.
  - c. To care for a foster child.
  - d. To care for a spouse, son, daughter, or parent who has a serious health condition.
  - e. To seek medical care for a condition that renders the employee unable to perform assigned job responsibilities.

1  
2 (4) Job Benefits and Employment Rights  
3

- 4 a. While on Family Medical Leave, the Board will continue to  
5 provide health coverage for the employee. The employee  
6 will be responsible for any required premium payments.  
7  
8 b. Upon return to work, the employee will be placed in the  
9 position held prior to the leave, if available. If the previous  
10 position is not available, the employee will be placed in a  
11 similar position, if available.  
12

13 9.3.1 Authority for Leave  
14

15 The granting of leave shall be at the discretion of the Board, except as provided by  
16 law. The Superintendent may grant leaves according to Board Rule. When leave is  
17 granted, it shall be with or without pay as provided by law and Board rule, and  
18 shall be permitted only when the operation of schools may be protected against  
19 undue interruption because of the absence of employees. *Amended 7/23/91*  
20

21 Each principal or Administrative Department head shall have the authority to release  
22 administrative employees for less than one-half (1/2) day for temporary absence  
23 without requesting approval of the Superintendent or the Board, provided,  
24 however, that these temporary absences are kept to a minimum.  
25

26 Auth: 230.22, F.S. Imple: 231.39, F.S.  
27

28 9.3.2 Advance Granting of Leave  
29

30 Leave shall be officially granted in advance and not retroactively. However,  
31 supervisors may approve leave for sickness or emergencies retroactively if a prompt  
32 request is made to the proper authority. *Amended 6/30/92*  
33

34 Auth: 230.22, F.S. Imple: 231.39, F.S.  
35

36 9.3.3 Purpose Specified  
37

38 Leave granted on the request of an employee shall be for a particular purpose or  
39 cause which shall be sent forth in a written application. The Board reserves the  
40 right to determine that the leave is used for the purpose or cause set forth in the  
41 application. If not so used as specified, the leave may be subject to cancellation by  
42 the Board.  
43

44 Auth: 230.22, F.S. Imple: 231.39, F.S.  
45

46 9.3.4 Illness-in-Line-of-Duty Leave  
47

48 Any administrative employee shall be entitled to a maximum of ten (10) days per  
49 school year of illness-in-line-of-duty leave when absence from his duties is  
50 necessary because of personal injury received in the discharge of duty or because of  
51 illness from a contagious or infectious disease contacted in school work.  
52 Requirements for such leave are found in Section 231.41, Florida Statutes.  
53

54 Auth: 230.22, F.S. Imple: 231.41, F.S.

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9.3.5 Maternity Leave

Maternity leave shall be granted for absence necessary by reason of pregnancy and childbirth. Sick leave may be granted for maternity leave, to the extent of an employee's eligibility for sick leave, at the option of the employee.

Auth: 230.22, F.S.  
Imple: 231.39(s) 231.40, F.S.

9.3.6 Adoptive Leave

Any administrative employee adopting a child shall be entitled to adoptive leave without pay not to exceed one (1) year.

Auth: 230.22, F.S.  
Imple: 231.39 and 115.07, F.S.

9.3.7 Military Leave

Military leave shall be granted without pay, except as provided by Section 115.07, Florida Statutes, to employees who are required to serve in the Armed Forces of the United States or of this state, in fulfillment of obligations incurred under Selective Service laws or because of membership in reserves of the Armed Forces or National Guard. At the termination of this service, employees must make application for re-employment within six (6) months following the date of discharge or release from active duty. The School Board shall have a period not to exceed six (6) months, to reassign the employee to duty in the school system. Military leave shall not be counted as years of service toward a continuing contract.

Auth: 230.22, F.S.  
Imple: 231.39 and 115.07, F.S.

9.3.8 Personal Leave

A. Administrative employees may be granted personal leave without pay by the Superintendent or Supervisor as follows:

All personal leave shall have prior approval of the Supervisor; otherwise, the person is subject to dismissal. Such requests shall be submitted to the Supervisor at least one (1) week prior to the starting date of leave, except in case of emergency. *Amended 7/23/91*

B. An administrative employee may be absent for six (6) days each school year with pay for personal reasons. Such absences shall be charged only to accrued sick leave, and leave for personal reasons shall be noncumulative. Applications for such leave shall be approved in the same manner as for sick leave except that no reason need be given by the employee for personal leave with pay other than "personal reason".

C. An employee on personal leave without pay may not receive holiday pay unless he works the day before and the day after the holiday.

Auth: 230.22, F.S.                      Imple: 231.43, F.S.

1  
2 9.3.9 Professional Leave  
3

4 Professional leave is defined as leave granted to an administrative employee to  
5 engage in activities which will result in his professional benefit or advancement,  
6 including earning of college credits and degrees, or that will contribute to the  
7 profession of teaching. Professional leave will ordinarily be initiated by the  
8 employee and will be primarily for his benefit, or that of the teaching profession,  
9 and only incidentally for the benefit of the School District.

10  
11 The School Board may grant any member of the administrative staff three (3)  
12 consecutive weeks' professional leave during any fiscal year with compensation  
13 when school is not in session. Professional leave shall be cumulative for not more  
14 than two (2) years and shall receive the prior approval of the Superintendent.

15  
16 Auth: 230.22, F.S. Imple: 231.3(1), F.S. and SBE Regulation 6A-1.81  
17

18 9.3.10 Sabbatical Leave  
19

20 Sabbatical leave for study or research may be granted to administrative employees  
21 by the Board upon recommendations of the Superintendent. Such leave shall be  
22 granted under the following conditions:  
23

- 24 A. Sabbatical leave shall be in recognition of significant service to the District  
25 for the purpose of encouraging scholarly achievement which contributed to  
26 the professional effectiveness of the members of the staff and the value of  
27 their subsequent service to the School District.  
28  
29 B. A sabbatical leave may be granted for one (1) full year.  
30  
31 C. An administrator on sabbatical leave shall be given compensation of half pay  
32 for such leave, as provided by the Board in accordance with Section  
33 231.29, subsection (1), Florida Statutes.  
34  
35 D. The penalty for breaking the sabbatical leave contract shall involve either:  
36  
37 (1) The Administrator's refunding any salary received during his  
38 sabbatical leave or  
39  
40 (2) The Administrator's paying the Board's incurred cost for collecting  
41 said monies.  
42

43 Term of Leave  
44

45 Sabbatical leave may be granted for one (1) full year at half (1/2) pay.  
46

47 Applicable Period  
48

49 Applications for sabbatical leave, including a plan of study must be submitted to the  
50 Superintendent during the period of February 1 through March 31, preceding the  
51 year for which the leave is granted. Applicants will be notified no later than April  
52 20 as to the disposition of their applications.  
53  
54



1                   Review of Sabbatical Leave Requests

2  
3                   A sabbatical committee consisting of three (3) administrators appointed by the  
4                   Superintendent shall serve as a screening committee. This committee shall submit a  
5                   list in priority order to the Superintendent of their recommendations. The  
6                   committee shall consider the following criteria in making their recommendations to  
7                   the Superintendent.

8                   Is the sabbatical leave for the purpose of developing skills for:

- 9  
10                  (1)     a new position  
11  
12                  (2)     his or her existing position, or  
13  
14                  (3)     transfer into another existing position?  
15

16                   Eligibility

17  
18                   In order to be eligible for sabbatical leave an administrator must have completed  
19                   four (4) years of service as an administrator in Osceola District Schools.  
20

21                   Returning From Sabbatical

22  
23                   Upon termination of the sabbatical leave, the returnee shall return to an  
24                   administrative position in the district for which he is qualified and expected to be  
25                   available for two (2) years service as recommended by the Superintendent.  
26

27                   Penalties

- 28  
29                  A.     The penalty for failure to return to employment after sabbatical leave shall  
30                  be:  
31  
32                          (1)     The administrator's refunding all salaries received during his  
33                          sabbatical leave, and  
34  
35                          (2)     The administrator's paying all costs and fees incurred by the Board  
36                          for collecting such monies.  
37  
38                  B.     The penalty for failure to be available for employment the second year after  
39                  returning from sabbatical leave shall be:  
40  
41                          (1)     The administrator's refunding one-half (1/2) of all salaries received  
42                          during such leave, and  
43  
44                          (2)     The administrator's paying all costs and fees incurred by the Board  
45                          for collecting such monies.  
46  
47                  C.     These penalties shall be imposed by the Superintendent unless waived by  
48                  the Board for specific, clearly documented hardship cases.  
49

50                  9.3.11 Educational Expenses

51  
52                   In lieu of sabbatical leave, the School Board may approve school expenses for an  
53                   administrator in an approved degree program, for an amount not to exceed that  
54                   which the administrator would have earned during regular sabbatical leave.

1  
2 Auth: 230.22, F.S  
3 Imple: 231.39, F.S, SBE Regulation 6A-1.81  
4

5 9.3.12 Sick Leave  
6

7 Any administrative employee of the District who is unable to perform his duty  
8 because of personal illness, or because of the illness or death of a father, mother,  
9 brother, sister, husband, wife, child, or other close relative or member of his own  
10 family (as defined by the Internal Revenue Service publication, Your Federal  
11 Income Tax), and who consequently has to be absent from work, shall be granted  
12 leave of absence by the Superintendent or by someone designed in writing by him  
13 to do so. The following provisions shall govern sick leave:  
14

15 A. Each administrative employee employed on a full-time basis shall be entitled  
16 to one (1) day of sick leave for each month of employment to be credited at  
17 the end of the month. An employee earning pay for at least seventy-five  
18 percent (75%) of the workdays in the month shall be treated as earning  
19 benefits for a month of employment.  
20

21 B. Terminal Pay for Accumulated Sick Leave *Amended 6/27/95 & 6/17/97*  
22

23 (1) For those persons employed by the District prior to July 1, 1995 the  
24 following applies:  
25

26 The Superintendent and any administrative employees eligible to  
27 retire as an employee of the School Board, or his/her beneficiary if  
28 service is terminated by death, and retirees returning to active  
29 employment shall be entitled to payment for accumulated sick leave  
30 as follows:  
31

- 32 a. During the first 3 years of service, the daily rate of pay  
33 multiplied by 35 percent times the number of days of  
34 accumulated sick leave.  
35  
36 b. During the next 3 years of service, the daily rate of pay  
37 multiplied by 40 percent times the number of days of  
38 accumulated sick leave.  
39  
40 c. During the next 3 years of service, the daily rate of pay  
41 multiplied by 45 percent times the number of days of  
42 accumulated sick leave.  
43  
44 d. During the next 3 years of service, the daily rate of pay  
45 multiplied by 50 percent times the number of days of  
46 accumulated sick leave.  
47  
48 e. During and after the 13th year of service, the daily rate of  
49 pay multiplied by 100 percent times the number of days of  
50 accumulated sick leave.  
51

52 It is the intent of this section to clarify the policy that was in effect  
53 on July 1, 1995.  
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(2) For those persons employed by the School Board on or after July 1, 1995 the following applies:

The Superintendent and any administrative employee eligible to retire as an employee of the School Board, or his/her beneficiary if service is terminated by death, and retirees returning to active employment shall be entitled to payment for the maximum accumulated sick leave allowed by law at time of termination.

(3) Years of service shall mean the number of years as an employee of the School Board of Osceola County, Florida.

(4) Payment shall be made at the current daily rate of pay.

Auth: 231.001 & 231.40(3)(a), F.S.

C. Any administrative employee shall, before claiming and receiving compensation for the time absent from his/her duties while on sick leave, make and file by the end of the school month following his return, a written certificate to the Superintendent, which shall set forth the day or days of absence, indicating that such leave was necessary and that he is or is not entitled to receive pay in accordance with the sick leave policy.

In cases of investigated sick leave abuse, the supervisor may recommend to the Superintendent that the employee present a certificate of illness from a licensed physician. *Adopted 6/29/93*

D. Absence because of illness beyond accumulated sick leave is considered personal leave.

E. Sick leave may be taken for maternity disability as provided herein and in the Board Rule 9.3.5.

F. The total unused portion of the annual sick leave shall be permitted to accumulate indefinitely.

G. Personnel formerly employed in Osceola District Schools shall have any accumulated sick leave reinstated upon reemployment. The reinstated leave shall be reduced only to the extent that the number of days used in another district exceeds the number earned in that district.

H. Employees' Voluntary Sick Leave Bank

(1) Membership

Any full-time employee of the Board, having been employed by the School Board for at least one (1) year and having at least ten (10) days accrued sick leave by the end of September of each year (inclusive of four [4] days sick leave advanced), may enroll in the sick leave bank by voluntarily contributing one (1) sick leave day to the Bank. The enrollment shall be opened each year during the months of September and February only. Employees on leave returning to service may join the Bank within ten (10) days of their employment if they meet all other criteria.

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- a. Enrollment must be made on the prescribed form furnished by the Personnel Department.
- b. Any sick leave day contributed pursuant to this section shall be removed from the personally accumulated sick leave balance of that employee and shall not be returned except as provided in section (9).
- c. Membership in the Sick Leave Bank shall be continuous from the initial enrollment until an individual member has withdrawn from the plan or has drawn the maximum allowed from the Bank (see [6d]).

(2) Establishment and Duration

- a. The Sick Leave Bank will not come into existence until at least 20% of the total number of employees eligible to join the pool elect to do so and will remain in existence unless the participation drops below 20% of the number of employees eligible. The Board shall provide for the establishment of a Sick Leave Bank no later than February 1, 1986.
- b. In the event the Sick Leave Bank is discontinued, distribution of remaining sick leave days will be in accordance with section 9 below.

(3) Replenishment Contributions

If the Bank is depleted during a school year, members may be assessed up to a maximum of three (3) days per year.

(4) Administration and Governance

- a. A Personnel Department Committee will administer the Sick Leave Bank and will determine the validity of claims against the Bank.
- b. The Personnel Department will make available on annual report of usage of the Bank to the School Board and to participating members.
- c. Appeals shall be handled by the Superintendent who will establish a five member Appeals Committee, representative of both Association and management for the purpose of settling any dispute arising from claims against the Bank. The Committee will be comprised of two members appointed from the OCTA appointed by the President and two members appointed by the Superintendent, and one Professional Support Staff employee mutually agreed upon by the Association President and the Superintendent. This Appeals Committee shall be the final authority on all disputes or interpretation involving eligibility for benefits.

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(5) Eligibility

In the event of a serious personal illness, accident or injury of which the employee has no control, causing a participating employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

- a. All accumulated sick leave of the employee must first be expended, followed by a leave, not charged to sick; of five (5) work days per incident.
- b. Applications must be made to the Personnel Department including a statement from a doctor attesting to the member's extended illness, accident or injury. The statement must certify:
  - 1. The nature of the illness, accident or injury.
  - 2. That in the event of an operation, it is absolutely necessary and could not be reasonably be delayed until a break in the employee's duty schedule.
  - 3. The probable date the member would be able to return to work.
- c. Application must also provide permission to investigate medical records and other information needed for review or appeal.
- d. A participating member shall not be eligible to use sick leave from the Bank if the employee is on leave for injury or illness in the line of duty, worker's compensation, or on medical retirement.

(6) Benefits *Amended 6/30/92*

- a. All cases will be reviewed by the Sick Leave Bank Approval Committee when each twentieth (20th) day of benefits has been reached up to the maximum amount allowable. At this time, the Committee may request additional medical certification. Also, at this time, any sick leave which may have been accrued by the participant must then be used before resumption of drawing from the Sick Leave Bank.
- b. Upon approval of application, a member will be allowed to draw up to a maximum of forty (40) paid sick leave days from the Bank, provided there remain sufficient leave days in the Bank.
- c. The employee shall not have to pay back in any manner the number of days used from the Sick Leave Bank except as outlined in Section (7) below.

1 d. In the event a member draws from the Sick Leave Bank, that  
2 individual membership shall be suspended from the Bank  
3 membership after drawing all days authorized from the  
4 Bank. Such individuals may reinstate membership by  
5 meeting qualifications in section (1) above.  
6

7 (7) Participation Abuse  
8

9 Alleged abuse of the Sick Leave Bank shall be investigated by the  
10 Personnel Department. If an employee is found to have abused the  
11 use of the Sick Leave Bank, the employee shall repay all sick leave  
12 credited (in dollars) drawn from the Sick Leave Bank and, after  
13 review by the Appeals Committee, be subject to such other  
14 disciplinary action as determined by the School Board.  
15

16 (8) Withdrawal From Participation  
17

18 Any participating employee who wishes to withdraw from  
19 participation in the Sick Leave Bank may do so and withdrawal will  
20 be effective immediately upon receipt by the Personnel Department  
21 of written notification of the employee's intent to withdraw. Any  
22 previously contributed sick leave will become the property of the  
23 Sick Leave Bank.  
24

25 (9) Discontinuance of Sick Leave Bank  
26

27 If it becomes necessary to terminate the Sick Leave Bank, unused  
28 sick leave in the Bank will be distributed in the following manner:  
29

- 30 a. Each member will receive an equal share of the unused days  
31 to be credited to his personal accumulated sick leave account  
32 in fourths of a day.  
33  
34 b. Any balance left will be disposed of at the sole discretion of  
35 the Board.  
36  
37 c. In no instance will the days credited back to members be  
38 greater than the number remaining in the Bank.  
39  
40 d. Any member joining this Sick Leave Bank acknowledges  
41 that the limits of liability for any challenge to the Appeals  
42 Committee's decision is limited to the number of days the  
43 individual contributed to the Bank.  
44

45 Auth: 230.22, F.S.

46 Imple: 231.29 and 231.40, F.S.  
47

48 9.3.13 Unauthorized Leave  
49

50 All absence of Board employees from duty for good reason shall be covered by  
51 leave duly authorized. An employee willfully absent from duty without leave shall  
52 forfeit compensation for the time of such absence and be subject to discharge and  
53 forfeiture of tenure and all other rights and privileges as provided by law. If an

1 employee granted leave fails to return to duty at the termination of the leave, his  
2 employment shall be subject to cancellation by the School Board.

3  
4 Auth: 230.33, F.S.

5 Imple: SBE Regulation 6A-1.77, and 231.39, 231.44, and 231.48, F.S.

6  
7 9.3.14 Jury Duty Leave *Amended 6/27/95*

8  
9 An employee shall be authorized to be absent from assigned duties, and shall  
10 receive his regular salary plus court fees while serving as a juror in any court case.  
11 If notice of jury duty is received, the Principal or Supervisor should be immediately  
12 notified in writing. *Amended 7/23/91*

13  
14 In the event that the employee is excused from further attendance, the employee  
15 shall return to his place of assignment as expeditiously as possible. Leave forms  
16 will show adjustment.

17  
18 9.3.15 Witness Leave

19  
20 An employee of the Board may be absent from assigned duties and shall receive his  
21 regular salary, plus any witness fees, while serving as a witness in any court case  
22 or other legal or administrative proceeding under the following conditions:

- 23  
24 A. That the person has been subpoenaed by the court or agency having  
25 subpoena powers.  
26  
27 B. That the employee shall submit a copy of the subpoena or letter from either  
28 attorney in the case to the Superintendent.

29  
30 In the event that the employee is excused from further attendance, the  
31 employee shall return to his place of assignment as expeditiously as  
32 possible. Leave forms will show adjustment.

33  
34 Auth: 230.22, F.S.

35 Imple: 231.39, F.S.

36  
37 9.3.16 Extended Leave

38  
39 Employees shall be eligible for extended leave without pay after three (3) or more  
40 years of continuous service. The leave, when granted, shall not exceed one (1)  
41 year, except that military leave shall be granted for a longer period as necessary for  
42 the completion of active duty.

43  
44 Extended leave without pay requests must be made in writing on the form  
45 prescribed by the District. The request shall specify the time of the leave and the  
46 reason for the request. The length of the leave and the reason for the request shall  
47 be recorded in the Board minutes. The School Board shall have the right to  
48 determine that the leave is used for the purposes set forth in the application, and if  
49 not so used, the Board shall have authority to cancel the leave.

50  
51 The leave must be approved by the employee's immediate supervisor and the  
52 Superintendent or his designee before it is presented to the Board for approval.

1 Extended leave without pay may be reviewed upon request for an additional period  
2 not to exceed one (1) year, subject to Board approval and will not exceed two (2)  
3 consecutive years. Automatic renewal of an extended leave is not granted. It shall  
4 be the responsibility of the person on leave to request renewal. If no request for  
5 renewal is made prior to the expiration of the leave, employment shall be  
6 terminated.

7  
8 Personal Leave Without Pay May Be Requested For, But Not Limited To:

- 9  
10 (1) Leave to serve in the armed services  
11  
12 (2) Leave for academic study  
13  
14 (3) Leave for serving in the Peace Corps  
15  
16 (4) Leave for child rearing (for natural or adoptive child)  
17  
18 (5) Leave for child-bearing  
19  
20 (6) Leave to run for or serve in an elected office  
21  
22 (7) Leave to participate in exchange programs in other states or countries.

23  
24 9.3.17 Charter School Leave *Adopted 7/21/98*

25  
26 An employee of the School Board may take unpaid leave to accept employment in a  
27 Charter School upon the approval of the School Board. While employed by the  
28 Charter School and on leave that is approved by the School Board, the employee  
29 may retain seniority accrued in the School District and may continue to be covered  
30 by the benefit programs of the School District, if the Charter School and the School  
31 Board agree to this arrangement and its financing. The employee must apply for  
32 Charter School Leave on an annual basis. An employee who is granted Charter  
33 School leave may not participate in the sick leave pool because the employee is not  
34 an employee of the District while on Charter School Leave. If the District at the end  
35 of the leave employs the employee, the employee may participate in the sick leave  
36 pool and will be credited with accumulated leave in accordance with School Board  
37 policy when the employee returns.

38  
39 9.3.18 Natural Disaster Leave *Adopted 7/21/98*

40  
41 If an employee is affected by a Natural Disaster in the county where the employee  
42 resides, then that employee may be eligible for Natural Disaster Leave.

- 43  
44 (a) Natural Disaster: A Natural Disaster means a tornado, hurricane, flood,  
45 fire, or similar event.  
46  
47 (b) Eligibility: An employee may be eligible for Natural Disaster Leave if the  
48 employee or the employee's immediate family (spouse, parents,  
49 grandparents, children, grandchildren, or siblings) have been directly  
50 affected by the natural disaster. A person is directly affected by the natural  
51 disaster under the following circumstances:  
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- (1) Personal injury as a result of the natural disaster,
  - (2) Substantial loss of property as a result of the natural disaster.
- (c) Application: An eligible employee may file an application for a maximum of ten days of paid Natural Disaster Leave. The application must include documentation to support the employee's eligibility and the number of days requested. An eligible employee must file an application for Natural Disaster Leave within sixty days of the natural disaster.
- (d) Approval of Leave: A determination of eligibility for Natural Disaster Leave is solely within the discretion of the Superintendent or his designee. The number of days of Natural Disaster Leave granted to an eligible employee is also solely within the discretion of the Superintendent or his designee. An employee who has been granted Natural Disaster Leave may request an extension of the number of days of the leave. Approval of an extension is solely within the discretion of the Superintendent.
- (e) Reimbursement: The Natural Disaster Leave shall be paid retroactively to eligible employees as a reimbursement after their application has been approved by the Superintendent.

9.4 BENEFITS AND DUTIES

9.4.1 Retirement

- A. All new school employees shall participate in the Florida Retirement System (FRS) as a condition of employment.
- B. Administrative personnel on Teacher Retirement System (TRS) prior to December 1, 1970, may continue in the Teacher Retirement System, provided there has been no break in continuity of service.
- C. Retirement Annuities Program *Amended 6/27/95*
  - (1) The Board will consider annually, upon the recommendation of the Superintendent, requests for retirement annuities for school personnel with 25 years or more years of creditable service (at least five [5] of which must have been in this district) who have reached the age 55 and have applied for retirement under the Florida Retirement System or Teachers Retirement System.
    - a. All requests must be received between September 1 and October 31 of the calendar year for those requesting retirement during or at the conclusion of that school year or four (4) months prior to retirement if planning retirement before February of that school year.
    - b. A copy of the official determination, by the Division of Retirement, of the projected monthly benefits at the effective date of retirement based on the average monthly compensation and creditable service as of the member's early retirement date and the actual early retirement benefits shall accompany the request.

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c. Requests of applicants between the ages of 50 and 54 may also be considered by the Board if the Board first determines for that year that is economically feasible to do so.

(2) Between November 1 and November 30 an annual survey and study will be conducted prior to the determination of the Superintendent and Board on the feasibility of the program being offered during that school year with no commitment to offer the program in future years unless the Board opts to do so after reviewing the annual survey. The employee may be required to contribute to the annuity in order to qualify.

(3) The Board upon the recommendation of the Superintendent will determine before January 15, whether or not the program will be offered for that year.

(4) If the program is offered, the Superintendent shall make recommendations pertaining to either the investment in a specific amount of current funds or the purchase of an adequate annuity either of which would provide earned income in an amount sufficient to provide the annual early retirement supplemental benefit for the named employee.

(5) In the event an employee has earned experience in a public school system in another state, the Board may choose to purchase such out-of-state experience (up to five years) as is necessary to provide regular retirement benefits. This experience may not be purchased in addition to an annuity. *Adopted 6/27/95*

(6) The maximum monthly benefit to any individual shall be in compliance with Florida Statutes.

Auth: 230.22, F.S.            Imple: 231.495, F.S.

9.4.2 Social Security

Social Security is required of every member of the Florida Retirement System.

Auth: 230.22, F.S.            Imple: 650.01 and 650.04, F.S.

9.4.3 Credit Union Deductions

Credit Union deductions from administrators' salaries are authorized as requested by individual administrators.

Auth: 230.22, F.S.    Imple: 230.02, F.S., and SBE Regulation 6A-1.52(3)

9.4.4 Duties of Administrative Personnel

The duties of administrative personnel, as described in the Administrative Handbook, are made a part of this manual.

Auth: 230.22, F.S.            Imple: 230.33(7), F.S.

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9.4.5 Payroll Deductions

Upon appropriate written authorization from the administrator, the District shall deduct authorized sums from the salary of any administrator and make proper remittance for any payroll deduction program approved by the Board.

9.4.6 Assault/Battery upon an Administrator

Any case of assault/battery upon an administrator shall be promptly reported to the Superintendent or his designated representative. In any case where an administrator is charged with a civil or criminal action arising out of or in the course of assigned duties and responsibilities, the case where the administrator pleads guilty or nolo contendere or is found guilty of any such action, the administrator shall reimburse the Board for any legal services which the Board may have supplied pursuant to this section. If the Board declines to provide legal services in response to the administrator's request, and the administrator is subsequently found not guilty or not civilly liable, the administrator may renew his request and a recommendation shall be made to the Board for payment of the reasonable cost of legal services, and the Board shall consider such request previously declined. The selection of the attorney shall be mutually agreed upon by the administrator and the Board.

9.4.7 Life Insurance

- A. The Board shall provide for administrators a fully paid life insurance plan for an amount equal to 100% of the administrator's annual salary rounded up to the next even thousand dollars. The Board shall provide for those administrators who have ten years of experience in Osceola County Schools or those who are being paid at the top of the experience level life insurance equal to 200% of the annual salary rounded to the next even thousand dollars. There shall be a provision for double indemnity in the case of accidental death or dismemberment. The Board shall make available for purchased life insurance equal to 100% of the annual salary rounded up to the next even thousand dollars.
- B. In the event a professional support staff or instructional employee is promoted to an administrative position and is currently earning the benefit of 200% Board paid life insurance, that employee shall be entitled to 200% Board paid life whether or not the requirement in section "A" above is met.  
*Adopted 12/15/92*

9.4.8 Hospitalization Insurance

The Board will provide fully paid individual hospital medical-surgical coverage, including major medical benefits at the present benefit levels. Dependent coverage shall be made available at the expense of the administrator where two members of the same family are employed by the School District, the amount paid for the spouse shall be credited toward the cost of dependent coverage.

9.4.9 Long Term Disability Insurance

The Board will continue to make available to administrators long-term disability benefits through payroll deduction at administrators' expense.

1  
2 9.4.10 General Liability Insurance  
3

4 The Board shall continue its General Liability Insurance coverage which covers the  
5 Board for the acts of its employees, including administrators, as such coverages  
6 existed on January 1, 1978; and that administrators shall be afforded all direct and  
7 indirect benefits inuring to them from such coverage.  
8

9 9.4.11 Reimbursement for Damage to Personal Items  
10

11 The Board shall reimburse administrators for damage to clothing, dentures,  
12 eyeglasses, prosthetic devices or artificial limbs where such damage occurs as a  
13 result of:  
14

- 15 A. Breaking up a fight  
16  
17 B. Protecting students or other employee(s) from physical harm or injury  
18  
19 C. Assault and/or battery occurring in the course of the legal performance of  
20 assigned duties. Such reimbursement shall not exceed the replacement cost  
21 nor be paid when the above loss is reimbursable from other sources.  
22

23 9.4.12 Death Benefit  
24

25 A. Accumulated Vacation  
26

27 If at the time of death an administrator has unused accumulated vacation the  
28 Board shall pay to the beneficiary of the administrator a sum equal to the  
29 administrator's daily rate of pay at his present job classification times the  
30 number of vacation days accumulated.  
31

32 B. Accumulated Sick Leave  
33

34 Administrative employees eligible for retirement benefits or his beneficiary  
35 if termination is by death, shall be entitled to payment for the maximum  
36 accumulated sick leave allowed by law. Payment shall be made at the  
37 current daily rate of pay.  
38

39 9.4.13 Continuing Insurance Benefits While on Leave  
40

41 Employees on authorized School Board leave without pay shall be eligible to  
42 continue on School Board Benefits. The employee shall be personally responsible  
43 for full payment of the premiums or costs.  
44

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## Chapter 10

### Hearing Procedures

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1 **10.0 HEARING PROCEDURES** *Adopted 6/30/92*

2  
3 10.1 NON-RENEWAL OF A PROFESSIONAL SERVICES CONTRACT

- 4  
5 A. The School Board may issue a continuing contract prior to July 1, 1984,  
6 and may issue a professional service contract subsequent to July 1, 1984, to  
7 any employee who has previously held a professional service contract or  
8 continuing contract in the same or other district in the state. Any employee  
9 who holds a continuing contract may, but is not required to, exchange such  
10 contract for a professional service contract in the same district.  
11 Additionally, the School Board may issue new professional service  
12 contracts after July 1, 1984, to qualified teachers as provided by law.  
13  
14 B. A professional service contract shall be renewed each year unless the  
15 superintendent, after receiving the recommendations required by section  
16 231.29, Florida Statutes, charges the employee with unsatisfactory  
17 performance as determined under the provisions of section 231.29.  
18  
19 C. The procedures specified for non-renewal of a professional service contract  
20 in section 231.36, Florida Statutes, shall be followed by the School District.

21  
22 10.2 DISMISSAL OR RETURN TO ANNUAL CONTRACT STATUS AT THE END  
23 OF THE SCHOOL YEAR

24  
25 Any member of the School Board staff who holds a continuing contract may be  
26 dismissed or returned to annual contract status for another three (3) years in the  
27 discretion of the School Board, at the end of the school year, in accordance with the  
28 procedures specified in section 231.36 (4) (b), Florida Statutes.  
29

30 10.3 SUSPENSION AND DISMISSAL OF EMPLOYEES HOLDING  
31 PROFESSIONAL SERVICES CONTRACTS OR CONTINUING CONTRACTS  
32 DURING THE TERM OF SUCH CONTRACTS

33  
34 Suspension and dismissal during the term of a continuing contract or a professional  
35 service contract shall be made in accordance with the procedures specified in section  
36 231.36 and Chapter 120, Florida Statutes, as interpreted by controlling case law. It  
37 is noted that "just cause" for such action against a professional service contract is  
38 prescribed in section 231.36 (1) (c), Florida Statutes, and the grounds for such  
39 action against an employee holding a continuing contract are prescribed in section  
40 231.36 (4) (c), Florida Statutes.  
41

42 10.4 With respect to all procedures specified in 10.1, 10.2 and 10.3 above, applicable  
43 Florida Statutes and case law will control. The administrative process, including  
44 the time for intervention by the employee (i.e., demand for a hearing), notice of  
45 hearing, the conduct of the pre-hearing procedure, and the hearing procedures shall  
46 be in accordance with section 231.36, and Chapter 120 of the Florida Statutes, as  
47 interpreted by controlling case law.  
48

49 10.5 Whenever the superintendent has probable cause to believe that an employee has  
50 committed an act which may subject the employee to adverse job action, the  
51 superintendent shall recommend an appropriate sanction to the School Board for  
52 action by the Board. Such action may include transfer, suspension without pay,  
53 suspension without pay pending action on a request to dismiss the employee and  
54 administrative hearing on the dismissal, or other appropriate lawful sanctions.

1  
2 10.6 Nothing contained in this rule shall create any rights in any employee of the School  
3 Board other than an employee who possess a professional service contract or a  
4 continuing contract. All other employees of the School District may be sanctioned,  
5 suspended or dismissed, subject to any applicable contract or statute governing the  
6 rights of such other employees who do not possess a continuing contract or  
7 professional services contract.

8  
9 Auth. Chapters 230 and 231, Florida Statutes.  
10 Imple: Section 231.36 and section 120.57, Florida Statutes.

11  
12 10.7 REDUCTION IN PERSONNEL

- 13  
14 A. Should the School Board have to choose from among its personnel who are  
15 on continuing contracts or professional service contracts as to which should  
16 be retained, such decision shall be made pursuant to the terms of a collecting  
17 bargaining agreement when one exists. If no such agreement exists, the  
18 School Board prescribes the following rules to handle reductions in work  
19 force.  
20
- 21 B. If a reduction in work force requires the Board to choose from among its  
22 personnel under continuing contracts or professional service contracts, and  
23 to the extent this does not conflict with any collective bargaining agreement  
24 that would apply, the Board shall retain those employees best qualified. In  
25 determining which of such employees are best qualified, the Board shall  
26 consider, not necessarily in the order presented, and without limitation to  
27 consideration of other criteria, the following:  
28
- 29 (1) educational background and qualifications;
  - 30 (2) efficiency of the employee as documented in past evaluations and  
31 observations;
  - 32 (3) compatibility of the employee as demonstrated during past work  
33 experience in the employment of the Board;
  - 34 (4) the character of the employee; and
  - 35 (5) the capacity of the employee to meet the educational needs of the  
36 community.
- 37  
38 C. In the event no collective bargaining agreement exists that would dictate  
39 reduction in work force methodology, the following procedures shall be  
40 employed by the Board:  
41
- 42 (1) After initial determination of which employees will be retained, the  
43 Board shall give written notice of the proposed action to all effected  
44 employees, together with a summary of factual, legal and other  
45 authorities, which form the grounds and basis for the decision,  
46 including a list of the criteria utilized.
  - 47 (2) Any professional service contract or continuing contract employee  
48 effected by the initial determination may request a hearing within  
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(10) days following notice pursuant to other paragraphs in this section. This request for hearing shall contain:

- a. the name and address of the School Board;
- b. the name and address of the employee;
- c. a concise statement of the ultimate facts alleged;
- d. the legal authority upon which the employee relies;
- e. a request for relief to which the petitioner deems himself or her self entitled;
- f. a notice of whether the employee wishes to present written or oral evidence.

(3) Upon receipt of a request for hearing, the School Board shall conduct a hearing as permitted under the informal hearing procedures of section 120.57, Florida Statutes. The hearing will be conducted in accordance with section 120.57 (2) as it may be amended from time to time.



# **Appendix A**

## **OATH**



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**APPENDIX - A**

The oath to be taken by employees of the School Board, as revised by the Supreme Court, is as follows:

**OATH OF OFFICE**

I, \_\_\_\_\_, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the School Board of Osceola County, Florida, and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida."

(Connell V. Higginbotham)  
91 S. Ct. 1772, 403 U.S. 207  
(1971)



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1 **BYLAWS OF THE BOARD**  
2  
3

4 **A. Chairman**  
5

- 6 (1) The Chairman of the School Board shall preside at all meetings of the  
7 School Board and shall vote on motions placed before the School Board for  
8 action unless he has a conflict of interest.  
9  
10 (2) He shall represent the School Board in deliberations with other school  
11 boards, districts, or agencies unless another member of the School Board is  
12 so designated.  
13  
14 (3) The Chairman of the School Board shall sign all official documents,  
15 minutes of School Board meetings, and any other School Board documents  
16 as shall be necessary by law or School Board direction.  
17  
18 (4) He may appoint committees unless otherwise specified by the School Board  
19 or may request the Superintendent to call a special meeting, or shall call a  
20 special meeting in the event that the Superintendent fails to do so when  
21 requested, shall accept service of process in all suits against the School  
22 Board, if he can be found, and shall perform all other duties as prescribed  
23 by law.  
24

25 **B. Vice-Chairman**  
26

- 27 (1) The Vice-Chairman of the School Board shall perform all duties of the  
28 Chairman in his absence.  
29  
30 (2) The Vice-Chairman, when acting as Chairman, shall have the right to  
31 designate any other Board member to act as Chairman for the purpose of  
32 making or seconding motions, discussing and voting on a particular issue or  
33 question before the Board.  
34

35 **C. Secretary**  
36

- 37 (1) The Superintendent shall serve as Secretary of the School Board.  
38  
39 (2) He shall keep, or cause to be kept, an accurate record of all School Board  
40 business in the School Board minutes.  
41  
42 (3) He shall sign all papers that require signatures of the School Board unless  
43 otherwise specified by law, shall accept service of process in all suits  
44 against the School Board in the event the Chairman is not available, shall act  
45 as the School Board's representative in financial and legal matters, and shall  
46 perform such other duties as may be required by law or action of the School  
47 Board.  
48

49 **D. Clerk**  
50

51 The Superintendent's Secretary shall be the Clerk of the Board, unless the  
52 Superintendent shall designate some other person whose name shall be submitted to  
53 the Board for their approval.  
54

1 **E. Attorney**

- 2  
3 (1) The School Board shall select, employ and determine the duties and fee of  
4 an attorney(s), who shall be responsible directly to the School Board.  
5  
6 (2) The Attorney for the School Board shall have the following duties and  
7 responsibilities to be rendered in consideration of the hourly or yearly  
8 compensation set by the School Board:  
9  
10 a. He shall attend all meetings of the School Board and other meetings  
11 when requested. At these meetings he shall act as a Counselor to the  
12 School Board.  
13  
14 b. He shall render a written opinion on any legal question when  
15 requested by the School Board in session, with a copy furnished to  
16 all School Board members and the Superintendent, and one copy to  
17 be maintained by the School Board secretary in a Master Opinion  
18 File, in the Office of the School Board. He shall render written  
19 opinions on any legal question only when requested. Any School  
20 Board member may request an opinion, however, if the opinion will  
21 require a considerable length of time, then it is incumbent upon the  
22 Attorney to seek School Board approval.  
23  
24 c. He shall prepare or supervise the preparation of all legal papers and  
25 documents which shall be executed by the officers of the School  
26 Board or he shall approve the same before execution thereof by said  
27 officers.  
28  
29 d. He shall provide such opinions or other legal information to the  
30 Superintendent or his delegated representative which may be  
31 necessary for the immediate or long-range conduct of the affairs of  
32 the School District.  
33  
34 e. He shall represent the School District in all litigation to which the  
35 School District may be a part or in which it is interested, except in  
36 cases where insurance coverage shall provide representation.  
37  
38 f. Upon the purchase of any real estate by the School Board, he shall  
39 examine the abstract or preliminary report of title, as the case may  
40 be, and render a written opinion concerning the same, and shall  
41 represent the School Board in the purchase or sale of any real estate.  
42  
43 g. Such other duties as directed by the Board.  
44

45 **F. Committees**

46 All committees appointed by the Chairman or chosen by vote of the School Board  
47 shall be for fact-finding, deliberative and advisory functions only, but never to have  
48 legislative nor administrative powers. *Amended 6/17/97*  
49

50 **G. School Advisory Councils**

*Amended 6/29/93*

- 51  
52 (1) The School Board shall annually review School Advisory Councils which  
53 shall be broadly representative of the community and which shall include the  
54

1 principals, parents, teachers, other business and community members and  
2 students on High School and Vocational Committees. At the times  
3 established in the School Board Rules, open nominations and elections shall  
4 be held. Unless otherwise directed by the School Board, the rules and  
5 regulations for operation of the councils shall be developed and maintained  
6 by the Superintendent subject to the action of the School Board. Such  
7 School Advisory Councils shall not have any of the powers and duties  
8 invested by law in the School Board, and shall act in an advisory capacity  
9 only.

- 10  
11 (2) Among any other duties assigned to a School Advisory Council at the time  
12 of its establishment shall be the responsibility of participating in the  
13 development and evaluation of an annual school improvement plan.  
14 *Amended 7/21/98*
- 15  
16 (3) Beginning with the 1999-2000 academic year, with assistance from the  
17 principal and Finance Department, each school advisory council shall assist  
18 in the preparation of the school's annual budget. *Adopted 7/21/98*
- 19  
20 (4) Beginning in 1999-2000, each plan shall address issues relative to budget,  
21 training, instructional materials, technology, staffing, student support  
22 services, and other matters of resource allocation. *Adopted 7/21/98*
- 23  
24 (5) The Board shall receive a copy of the minutes from the School Advisory  
25 Council meetings, and a copy of the Feedback Report from each school. In  
26 addition, the cumulative attendance of each member of each School  
27 Advisory Council shall be reported to the Board with the minutes of each  
28 meeting.

29  
30 **H. Members**

- 31  
32 (1) It is understood that the members of the School Board have authority when  
33 acting as a School Board legally in session. The School Board shall not be  
34 bound in any way by any action or statement on the part of any individual  
35 member except when such statement or action is in pursuance of specific  
36 instructions from the School Board.
- 37  
38 (2) No member, by virtue of his office, shall exercise any administrative  
39 responsibility with respect to the schools or as an individual command the  
40 services of any school employee.
- 41  
42 (3) Each School Board member shall serve as a representative of the entire  
43 School District, rather than merely as representative of a School Board  
44 member area.
- 45  
46 (4) Any School Board member must accept service of process in all suits  
47 against the School Board whenever the Chairman of the School Board and  
48 the Superintendent are unavailable.

49  
50 **I. Orientation**

- 51  
52 (1) Under the guidance of experienced School Board members and the  
53 Superintendent, orientation will be provided to new School Board members  
54 through activities such as these:

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- a. Workshops for new School Board members conducted by state and area School Board Associations
  - b. Discussions and visits with the Superintendent and other members of the school staff
  - c. Provisions of printed and audio-visual materials on School Board policies and administrative rules and procedures
- (2) Education shall be considered as an on-going process for all School Board members, and may include such activities as those indicated above and the addition of items such as these:
- a. Attendance at School Board and administrative conferences and conventions on a local, area, state and national basis
  - b. Exchange of ideas through joint meetings with other school boards.
  - c. Verbal or written reports to the Board of Members' activities outside of Board meetings.

**J. Development in Service**

- (1) Attendance at meetings directly or indirectly related to education or school matters shall be encouraged for the values they have to the school system and the professional growth of School Board members.
- (2) The Superintendent shall notify School Board members of all relevant scheduled meetings; however, School Board members are encouraged to attend all meetings they believe would be helpful to them in their official capacity.

**K. Remuneration and Reimbursement**

All remuneration and reimbursement to the Board will be as prescribed by law.

**L. School Board Member Protection**

The School Board shall provide individual School Board members with liability insurance coverage upon such terms as the School Board may from time to time approve.

**M. Retirement**

- (1) Outgoing members of the School Board should be appropriately recognized and thanked for their service to the schools and community.
- (2) Continuing privileges as may be legally provided as a courtesy, may be extended upon request.

1 **N. Methods of Operation**

- 2
- 3 (1) The School Board, acting as a School Board, exercises authority over the
- 4 schools in accordance with applicable laws. It determines policy, and
- 5 appraises the results achieved in light of the goals of the school system.
- 6
- 7 (2) The School Board shall concern itself primarily with broad questions of
- 8 policy and with the appraisal of results, rather than with an administrative
- 9 task to be performed by the Superintendent and his staff, who shall be held
- 10 responsible for the effective administration and supervision of the entire
- 11 school system.

12

13 **O. Bylaws of the Board**

14

15 (1) Formulation, Adoption and Amendment of Bylaws

- 16
- 17 a. The School Board's Bylaws are rules designated to organize and
- 18 control its internal operations. Some bylaws are set by statute.
- 19 Others may be formulated and adopted at its option by the School
- 20 Board itself as long as they are in harmony with the intent and
- 21 specifics of the Statutes.
- 22
- 23 b. In its deliberation leading to the establishment or amendment of its
- 24 bylaws, the School Board's central concern will be for increased
- 25 efficiency and effectiveness in carrying out its legally mandated
- 26 tasks.

27

28 (2) Adoption and Amendment of Bylaws

- 29
- 30 a. Bylaw proposals and suggested amendments to or revisions of
- 31 existing bylaws shall be submitted to all members of the School
- 32 Board and to the Superintendent in writing prior to a regularly
- 33 scheduled School Board meeting in which such proposed bylaws,
- 34 amendments, or revisions shall be read and discussed. Any such
- 35 proposed bylaws, amendments or revisions shall be adopted in
- 36 accordance with the requirements of Chapter 120, Florida Statutes
- 37 for adoption of Rules.
- 38
- 39 b. The formal adoption of bylaws shall be recorded in the minutes of
- 40 the School Board. Only those written statements so adopted and
- 41 recorded shall be regarded as official School Board Bylaws.

42

43 **P. Meetings**

44

45 All actions of the School Board shall be taken only in official School Board

46 meetings called, scheduled and conducted according to these bylaws and the

47 Statutes of the State of Florida.

48

49 (1) Time, Place, Notification for Meeting

50

51 The time, place and notification of meetings procedures shall be established

52 in the standing rules of the School Board, which shall be adopted at the

53 annual organizational meeting.

54

1 (2) Public and Executive Sessions

2  
3 a. Public Sessions

4 The School Board shall conduct regular meetings, special meetings  
5 and all conferences as public meetings with news media notified of  
6 such meetings. Time, date and place of such meeting will be  
7 included in news media notification.  
8

9  
10 b. Executive Sessions: *Amended 6/17/97*

11 (1) Executive sessions may be held ~~only~~ for the purpose of  
12 discussing the status of negotiations between labor  
13 organizations and the Superintendent and his designee ~~to~~ and  
14 instructing the Superintendent as to the School Board's  
15 desires in such negotiations.  
16

17 (2) Pending Litigation. In accordance with the procedural  
18 requirements of the Florida Statutes, the Board may hold an  
19 Executive Session with the Superintendent and the Board's  
20 attorney to discuss pending litigation to which the Board is  
21 presently a party before a court or administrative agency.  
22 The subject matter of the meeting shall be confined to  
23 settlement negotiations or strategy sessions related to  
24 litigation expenditures. The Executive Session shall be  
25 recorded by a certified court reporter. The Superintendent  
26 shall give reasonable public notice of the time and date of the  
27 Executive Session and the names of persons who will be  
28 attending that session. The Executive Session shall  
29 commence at an open meeting at which the Chairman shall  
30 announce the commencement and estimated length of the  
31 Executive Session and the names of the persons attending.  
32 At the conclusion of the Executive Session, the meeting shall  
33 be reopened and the Chairman shall announce the  
34 termination of the Session. The transcript of the meeting is  
35 made part of the public record upon conclusion of the  
36 litigation.  
37

38 c. Construction of Agenda/Advance Delivery of Meeting Materials  
39 *Amended 6/17/97*

40 1. The Superintendent shall prepare an agenda prior to each  
41 regular School Board meeting, special meeting, public  
42 hearing and workshop. The preparation of the agenda shall  
43 be in cooperation with the Board and the Superintendent  
44 shall make it available for distribution upon the request of  
45 any interested persons.  
46  
47

48 2. The Superintendent will make the supporting documentation  
49 available to each School Board member at least ninety-six  
50 (96) hours prior to each meeting, whenever practicable.  
51

52 3. In connection with preparation of the agenda for each regular  
53 meeting of the School Board, the Superintendent shall  
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prepare, in cooperation with the Board, a proposed consent agenda, which shall consist of those agenda items which normally are considered to be matters not requiring discussion. The Superintendent shall cause such consent agenda to be delivered to each School Board member along with the regular and full agenda.

- 4. Prior to a vote by the School Board on the consent agenda, any item included thereon shall be removed therefrom upon the request of any School Board member. School Board members, where possible, are encouraged to convey to the Superintendent any such request by 12:00 o'clock noon of the day of the meeting.
- 5. Above requirements do not apply to expulsion hearings or when meeting as a quasi-judicial body.
- 6. Expulsion hearings and workshop meetings and other special meetings shall be scheduled by the Superintendent as directed by the School Board. The Superintendent is authorized to schedule Expulsion hearings upon the recommendation of staff.

(3) Meeting Conduct

a. Start of Meeting

The Chairman, or in his absence, the Vice-Chairman, shall start all meetings promptly at the appointed hour.

b. Procedure for Discussion *Amended 6/17/97*

All debate on an issue shall be germane to the question, not redundant, and in proper decorum. The Chairman has complete discretion with regard to the conduct of the meeting. All questions should be directed to the Chairman who is responsible for recognizing Board members, staff, or others who desire to comment on the issue.

c. Voting

1. No member of the School Board who is present at any meeting of the School Board, at which an official decision, ruling or other official act is to be taken or adopted, may abstain from voting in regard to any decision, ruling, or act, and a vote shall be recorded or counted for each such member present, except when, with respect to any such member, there is or appears to be a possible conflict of interest as provided by law. Upon request of any School Board member, the vote on any matter shall be by roll-call vote. The Chairman shall vote last.

2. The minutes of the meeting shall show the vote of each School Board member present on all matters on which the

School Board takes action. It shall be the duty of each member to see to it that both the matter and his vote thereon are properly recorded in the minutes.

(4) Action

- a. Formal action by the School Board may be taken on any item included in the agenda by whatever majority vote is required by the Statutes.
- b. All actions of the School Board shall be taken only in official School Board meetings called, scheduled, and conducted according to these bylaws and the Statutes of the State.

(5) Public Participation *Amended 6/17/97*

- a. The School Board shall listen to the advice of and counsel of the public in planning and operating the public schools. If a person has a valid interest or communication pertaining to the immediate business being discussed, he or she may be recognized to speak at the sole discretion of the Chairman.
- b. Public discussion on any one topic shall be limited to 15 minutes, with each speaker being given 3 minutes to discuss the issue. New speakers shall not repeat the opinion of another speaker, each new speaker shall bring a new or different point of view. If an individual is selected to speak, when that person is directed by the Chairman, he or she should go to the podium and give the Board his or her name for the record.
- c. Prior to the meeting, each speaker shall sign a form, which is maintained by the Superintendent and state whether they intend to speak on a specific topic on the agenda or a topic which is not on the agenda. The Chairman will determine whether persons who completed the form will speak at the meeting. If the topic is not on the agenda, the Board will not comment on the issue, but may direct staff to contact the speaker about the matter. The staff may contact the speaker to review or resolve the issue or to schedule the issue at a subsequent Board meeting.
- d. The Chairman has the authority to select persons from the audience to speak before the School Board if the Chairman concludes that the individual could make a contribution to items on the agenda or the topic under discussion. Individual Board members do not have the authority to select individual speakers
- e. General citizen participation shall not be permitted when the Board is sitting as the "Legislative Body" pursuant to Chapter 447, Florida Statutes, to resolve impasse in any collective bargaining process; nor when the Board is considering or hearing any charges or recommendation, of suspension or discipline of any employee, any student disciplinary proceeding, or otherwise acting as a quasi-judicial body.



1 (6) Order of Business *Amended 6/29/93 & 6/17/97*

2  
3 The School Board's business will usually be transacted in the order outlined  
4 below. The Order of Business at any particular meeting may be altered by  
5 the Chairman if no board member objects.  
6

7 I. Meeting Openings

8 A. Call to Order

9 B. Invocation

10 C. Pledge of Allegiance

11 D. Mission Statement

12 II. Public Hearings

13 III. Presentations

14 IV. Agenda Modifications

15 V. Consent Agenda

16 VI. Items Removed from Consent Agenda for Special Consideration

17 VII. Public Comment (Regular and/or Special Meetings)

18 VIII. Administrative Services

19 IX. Business and Fiscal Services

20 X. School Operations and Human Resources

21 XI. Curriculum and Instructional Services

22 XII. Superintendent's Recommendations

23 XIII. Old Business (List)

24 XIV. New Business

25 A. New Items Introduced by the Superintendent

26 B. New Items Introduced by School Board Members.

27 XV. Board Member Comments and Committee Reports

28 XVI. Information and Announcements

29 XVII. Advance Planning

30 A. Future Meeting Dates.

31 B. ....

32 XVIII. Adjournment

33  
34 (7) Parliamentary Procedure - Robert's Rules of Order

35  
36 a. The School Board of Osceola County adopts the most current  
37 edition of Robert's Rules of Order, Newly Revised, as the operating  
38 procedure for the School Board. Whenever Robert's Rules of  
39 Order, Newly Revised conflicts with these bylaws, the bylaws of  
40 the School Board, or if applicable, the Florida Statutes or other rules  
41 governing the Board, shall control. Each Board member shall be

1 provided with a copy of Robert's Rules to be used for their term on  
2 the Board.

- 3  
4 b. It is recognized that Robert's Rules may be impractical to apply  
5 verbatim or literally to every parliamentary question that may arise in  
6 the course of the Board's proceedings. Questions of applicability or  
7 interpretation of Robert's Rules shall be referred to the Board  
8 Attorney for his opinion, however it shall always be prerogative of  
9 the Chairman to rule on such questions as he believes to be correct  
10 or proper for this Board, subject only to the right of any two (2)  
11 Board members to take an "appeal" from such ruling.

12  
13 (8) Minutes

14 The minutes of the meetings of the School Board shall include the  
15 following:

- 16  
17 a. Classification (regular, adjourned or special), date and place of  
18 meeting  
19  
20 b. Call to order stating time, person presiding and his office  
21  
22 c. Record Board members present and absent  
23  
24 d. Notation of the presence or absence of the Superintendent  
25  
26 e. Record of any corrections to the minutes of the previous meetings  
27 and the action approving them  
28  
29 f. All main motions (except withdrawn motions), points of order and  
30 appeals, whether sustained or lost  
31  
32 g. All other motions that were not withdrawn  
33  
34 h. Record of all petitions of citizens  
35  
36 i. Record of all matters on which the School Board takes action and  
37 the vote of each School Board member thereon  
38  
39 j. Notation of the times of recesses  
40  
41 k. Hour of adjournment  
42  
43 l. Signature of the Secretary and Chairman  
44

45  
46 (9) Recording of Votes

47 Each member's vote shall be recorded, and with the approval of the other  
48 members he may also append at that time a statement indicating the reason  
49 for his vote.  
50

51 a. Recording of Statements

52 An individual statement by a School Board member, which exceeds  
53  
54

fifty (50) words, may be included as an attachment to the minutes at the School Board member's request, provided however, that a written copy of the statement is submitted.

b. Electronic Recording

All regular and special public meetings of the Board shall also be recorded electronically and the tape or other medium preserved by the Board Clerk. An additional copy of such recordings shall be kept readily accessible for use by Board Members, staff and the public at the District Media Center.

**Q. Access to School Board Records**

(1) Fees for Document Copies

Copies of items requested by the general public, due to the cost involved, shall be priced at the cost of production. Each person making the request shall remunerate the School Board for the actual cost in each case.

(2) Distribution of Board Meeting Agendas by Mail

a. When the agenda for each School Board meeting has been completed by the Superintendent and is ready for distribution, additional copies will be reproduced and made available to interested citizens who may receive them at the District School Offices, 817 Bill Beck Boulevard, Kissimmee, Florida, until the supply is exhausted.

b. Any citizen who desires a copy of the School Board meeting agenda mailed to him may arrange this service by contacting the office of the Superintendent. Mailing fees will be charged.

c. Nothing contained in the foregoing shall operate to deprive a citizen of his right to inspect and examine public records as provided in Florida's Public Records Act.

(3) Public Access to Minutes

The approved minutes of the School Board shall be shown to the public upon request in the presence of the Superintendent or his delegate, provided, however, that records shall not be removed from the Administration Building of the school system, except by vote of the School Board.

**R. Membership in Associations**

Recognizing the value of the Florida School Boards Association as both political and legal representatives of school boards, and realizing that in times of changing laws, curriculums, and methods of operation that school boards must be kept abreast, the School Board wishes to maintain its membership in the Florida School Boards Association. In addition, the School Board may hold membership in such other school board associations as may exist, and shall look upon such membership as an opportunity for growth in School Board service.

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**S. Monitoring Products and Processes**

- (1) The School Board directs the Superintendent, in cooperation with the school staff, student body, parents, and any other interested persons or groups, to establish and maintain a comprehensive accountability plan and set of procedures for the school system.
- (2) The plan shall provide for regular, scheduled reports to the School Board on students, school level professionals, and staff development in academic vocational and general behavioral pursuits in relation to professional and School Board adopted instructional goals.
- (3) The School Board accepts the responsibility for and will provide for monitoring for its own operations.

**T. Administrative Positions**

The Board will not take action on new administrative positions or administrative nominations for at least one (1) week, seven (7) calendar days after being announced by the Superintendent. This can be waived by a four-fifths vote of the Board. Board members and news media will be notified in writing.

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# OSCEOLA DISTRICT SCHOOLS

## *PUPIL PROGRESSION PLAN - 1998-99*

The purpose of the instructional program in the schools of Osceola County is to provide appropriate instructional and selected services to enable students to perform at or above their grade level academically. Promotion, however, is based primarily on pupil achievement and is not automatic.

Decisions regarding student promotion, retention and administrative placement are primarily the responsibility of the individual school's professional staff. The final decision in regard to grade placement is the responsibility of the principal.

### **I. General Procedures for Promotion, Special Assignment, and Administrative Placement, Grades K - Adult.**

A. Student promotion in the Osceola County schools is based upon an evaluation of each student's achievement in terms of appropriate instructional goals. The determination should reflect teacher judgment based upon the following: successful progress in the county adopted curriculum, progress tests, classroom assignments, daily observation, standardized tests, and other objective data. The primary responsibility for determining each pupil's level of performance and ability to function academically, socially and emotionally at the next grade level is that of the classroom teacher, subject to review and approval of the principal.

#### (1) Report Cards:

- a. All schools shall use a standard report card appropriate for the level; elementary, middle, or high, as the primary means of reporting student progress.
- b. With the approval of the Superintendent and the School Board, schools may develop additional or supplementary instruments which may be used in conjunction with or in lieu of the standard report card. *Amended 7/29/97*
- c. Report cards shall be issued for all students, K-12, at the close of each grading period. A report card will also be issued at the close of the summer school program. *Amended 6/30/92*
- d. Adult education students will be issued a Certificate of Attendance or a Certificate of Program Completion upon request. *Amended 6/29/93 & 6/27/95*

#### (2) Report Card Grades:

- a. Report card grades are to provide the student and the student's parents with an objective evaluation of the student's scholastic achievement, effort and conduct.

The student's academic grades are to reflect academic achievement. Passing grades on report cards indicate that the student is working

1 within a range acceptable for the grade or subject unless the subject  
2 is clearly identified as remedial.

3 A remedial student making a C or better at grade level for two (2)  
4 grading periods shall be considered for placement in the regular  
5 classroom.  
6

- 7  
8 b. Students and parents are to be advised of the grading criteria  
9 employed in the school and in each class at the time of enrollment.

10 Students who enroll in school or class late shall be allowed to make  
11 up the class work in order to receive full semester credit.

12 Schools shall adhere to the following evaluation plan for grading  
13 and reporting pupil progress.  
14

15  
16  
17 Kindergarten  
18 S Successful Progress  
19 E Effort Shown  
20 N Needs Improvement

21 Grades 1-2

22  
23  
24 O Outstanding  
25 S Successful Progress  
26 E Effort Shown  
27 N Needs Improvement

28  
29 Grades 3-12 - Percent Point Value Definition  
30 Amended 7/29/97

31

<u>GRADE</u>	<u>Percent</u>	<u>Point Value</u>	<u>Definition</u>
A	94-100	4	outstanding progress
B	85-93	3	above average progress
C	77-84	2	adequate progress
D	70-76	1	lowest acceptable progress
F	0-69	0	failure
I	0	0	incomplete

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49 If an I (incomplete) is recorded on a report card, the requirements  
50 for which the incomplete was assigned must be satisfied within two  
51 weeks of the issuance of report cards or the I becomes F. At the  
52 teacher's discretion a longer period of time may be allowed for make  
53 up work.  
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For Special Area classes in grades 3-5, the following grading scale may be used: *Adopted 6/30/92 & Amended 6/27/95*

- O - Outstanding
- S - Successful Progress
- N - Needs Improvement
- E - Effort shown

For Special Area and/or Exploratory classes in grades 6-8, the following grading scale may be used: *Adopted 6/30/92*

- S - Successful Progress
- N - Needs Improvement
- U - Unsuccessful Progress

- c. Grades in conduct are to be assigned independently of academic achievement. Standards for grading in these areas are to be explained to the students.
- d. To receive a report card a student shall have been enrolled in school at least 1/2 of the forty-five day grading period as established by the official school calendar. A grade shall be recorded on the report card for each subject taken. If a student withdraws he shall be issued a grade on the withdrawal form as of the date of withdrawal. *Amended 7/2/96*
- e. Students are to receive grades in all courses in which they are enrolled.
- f. If the principal of a school feels it is necessary to change a pupil's grade in any subject at the end of a grading period, the principal shall consult with the teacher regarding the necessary change. If the change is made after official notification has been made to the parents, a copy of the principal's reasons shall be placed in the pupil's cumulative folder.

(3) Notices to Parents and Pupils

- a. Parents or adult students are to be notified in writing at any time during a grading period when it is apparent that the student may not pass or is performing unsatisfactorily in any course or grade level. The county Deficiency/Progress Report will be used for this notification. *Amended 7/2/96*
- b. Parents are to be advised of their child's performance on all standardized tests administered as part of the countywide testing program.

B. The Sunshine State Standards (6A-1.09401 State Board Rules) are benchmark standards which describe what students should know and be able to do at four progression levels (grades PreK-2; 3-5; 6-8; 9-12) in the subjects of the arts, health/physical education, foreign languages, language arts, mathematics, science and social studies. Osceola District Schools shall provide appropriate instruction to

1 assist students in the achievement of these standards. The Sunshine State  
2 Standards have been incorporated within the Osceola County Curriculum  
3 Frameworks and are on file in the Administrative Center and in use at each school.  
4 *Adopted 9/17/96*

5  
6 C. Students who have diagnosed deficiencies in reading, writing, and mathematics or  
7 who are being assigned to level 1 courses in high school must have an Academic  
8 Improvement Plan. The Academic Improvement Plan (AIP) should:.  
9 *Amended 6/30/92 & 7/21/98*

- 10  
11 1. clearly identify the specific needs to be remediated,  
12  
13 2. clearly identify the success-based intervention strategies to be used, and  
14  
15 3. clearly identify the monitoring and reevaluation activities to be employed.

16  
17 D. Principals are to establish procedures by which parents are notified when it has  
18 been determined that their child needs improvement at the grade or course in which  
19 he or she has been placed. In cooperation with the parents, an Academic  
20 Improvement Plan will be written which may include, but is not limited to, an  
21 extension of the school year, a special class within the regular school, and/or a  
22 remedial program within or outside the school day including Saturday School.  
23 *Amended 7/21/98*

24  
25 E. Any student who has been previously retained, at the same grade level may, at any  
26 time during the next school year be placed in the next higher grade if the principal  
27 determines that standards have been met and the student will be able to benefit from  
28 instruction at the higher grade. If the placement involves a new school, the  
29 assignment will occur at the end of a grading period agreed upon by both the  
30 sending and receiving principal.

31  
32 F. The principal, upon written authority from the Superintendent, may administratively  
33 place a student who has been previously retained.

34  
35 G. The assignment of a student to a higher grade which results in the student's  
36 accelerated promotion should be made on the basis of exceptionally high  
37 achievement or evidence that the student will benefit more from the instructional  
38 program at the advanced grade level. The assignment should be authorized by the  
39 Superintendent. The assignment will occur at the end of a grading period agreed  
40 upon by both the sending and receiving principal and the Director of Exceptional  
41 Student Education, if an exceptional student is involved. After agreement has been  
42 reached regarding an exceptional student, an Individual Education Plan meeting  
43 must be held prior to placement in the new assignment. The long range academic,  
44 social, and emotional effect of the decision shall be considered. The principal has  
45 the responsibility for making such an assignment, but a student will not be  
46 accelerated without parental consent. *Amended 6/30/92*

47  
48 The student's cumulative record, report card, and permanent record shall indicate,  
49 "accelerated grade placement" and the name of the principal who made the  
50 placement.

51  
52 Parents shall be notified in writing that their child is receiving an accelerated grade  
53 placement to the next higher grade. A copy of this notification shall be placed in the  
54 cumulative folder.

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H. Retention of students shall be limited to one (1) year in the elementary school (K-5) and one year in the middle school unless additional retention is recommended by a Child Study Team. *Amended 7/21/98*

Students who are retained must have received remediation as addressed in an (AIP), must receive counseling, and may be recommended for evaluation by appropriate specialists, e.g., psychologist, reading specialist, and other personnel, if such a referral would benefit the students. *Amended 7/21/98*

I. The grade placement of students transferring from other countries, counties, states or private schools will be determined by the principal of the receiving school based on guidelines established by the Student Services Department.

J. Attendance for Promotion K-5 *Amended 6/30/92 , 6/29/93 & 7/2/96*

- (1) Students who miss more than fifteen (15) days per semester will not be promoted except as follows:
  - a. If medical evidence is presented to the principal from a competent medical authority to excuse absences in excess of fifteen (15) days or fifteen (15) class settings per semester.
  - b. Extenuating circumstances as determined by the principal based on recommendations of teachers, counselors or Pupil Services workers.
- (2) School activities shall not be counted as absences. Assigned work shall be turned in on the day indicated by the teacher.

K. Attendance for Promotion 6-8 *Amended 6/30/92 & 7/2/96*

- (1) Students who miss more than ten (10) days per semester (2 days per semester during the summer school term) will not be promoted except as follows:
  - a. If medical evidence is presented to the principal from a competent medical authority to excuse absences in excess of ten (10) days or ten (10) class settings.
  - b. Extenuating circumstances as determined by the principal based on recommendations of teachers, counselors or Student Services workers.
- (2) School activities shall not be counted as absences. Assigned work shall be turned in on the day indicated by the teacher.
- (3) Eighth grade students enrolled in high school courses for credit shall be subject to section I L and III A 9 in those courses only.

L. Attendance for Credit (9-12) *Amended 6/30/92 & 7/21/98*

- 1. Students who would otherwise receive a passing grade, but who have accumulated absences of more than ten (10) single periods of instruction or

1 five (5) block periods of instruction (1 block unit equals 2 single periods)  
2 per semester will not receive credit for the course except as follows:

3  
4 Attain a passing score (70%) or better) on a comprehensive subject level  
5 examination to be given within ten (10) teacher work days of the end of the  
6 semester in which the student was enrolled in the class.

- 7  
8 2. Absences beyond the allotted periods of instruction which are due to  
9 documented, insurmountable medical conditions will be reviewed by a  
10 district committee.  
11  
12 3. School activities shall not be counted as absences. Assigned work shall be  
13 turned in on the date indicated by the teacher.

14  
15 M. Limited English Proficient (LEP) Revised 7/21/98

16 All students with limited English proficiency (L.E.P.) must be appropriately  
17 identified in order to ensure the provision of appropriate services. Every student  
18 identified as L.E.P. shall continue to receive appropriate instruction and funding as  
19 specified by State Board Rules and Regulations and Florida Statutes until such time  
20 as the student is reclassified as English proficient. Each limited English proficient  
21 student enrolled in any program offered by the Florida Public Schools is entitled to  
22 equal access to programming which is appropriate to his or her level of English  
23 proficiency, academic achievement and special needs.  
24

- 25  
26 1. An L.E.P. Committee is composed of the administrator or designee, basic  
27 ESOL teacher(s), the guidance counselor, and other educators as  
28 appropriate for the situation. The parent of the L.E.P. student shall be  
29 invited to attend. This committee makes recommendations concerning the  
30 appropriate placement, promotion and retention of L.E.P. students.  
31  
32 2. Promotion of an L.E.P. student is based on satisfactory performance in the  
33 program of study and academic requirements as set forth in the School  
34 District of Osceola County Promotion Policy and Graduation Requirements.  
35 L.E.P. students not meeting district promotion criteria may be promoted on  
36 a recommendation by the L.E.P. Committee.  
37  
38 3. Retention of an L.E.P. student is based on unsatisfactory performance in  
39 the program of study and academic requirements, as set forth in the School  
40 District of Osceola County Promotion Policy and Graduation Requirements,  
41 and failure to meet other criteria as required by the State of Florida. An  
42 L.E.P. Committee reviews the pertinent documentation and recommends  
43 retention.  
44  
45 4. The academic progress and Benchmark performance of an L.E.P. student in  
46 reading, writing, and mathematics and performance in the program of study  
47 and academic requirements as set forth in the School District of Osceola  
48 County Promotion Policy and Graduation Requirements, are determined  
49 through appropriate modifications of formal and informal assessments and  
50 on modification to instruction provided to an L.E.P. student.  
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1 **II. Elementary Promotion and Placement**

2  
3 A. A screening program for all kindergarten students will be administered yearly.  
4 Results of this screening will identify students who will be considered for further  
5 screening and psychological testing to determine if special placement is indicated.  
6 *Amended 6/29/93*

7  
8 B. Required Program of Study - Grades K-5

9  
10 Grades K-5 promotion should be based on successful progress as indicated by  
11 report card grades, standardized test results, daily assignments, teacher  
12 observation, satisfactory performance in the grade level curriculum, and other  
13 objective data.

14  
15 (1) The following areas of study are required for each student, K-5: Language  
16 Arts, Mathematics, Science/Health, Social Studies (Florida History at 4<sup>th</sup>  
17 grade).

18  
19 (2) Additional courses of studies may include, but shall not be limited to:

20  
21 Art  
22 Career Education  
23 Computers  
24 Developmental Physical Education  
25 Free Enterprise, Consumer and Economic  
26 Education  
27 Foreign Language  
28 Library Science  
29 Metric Education  
30 Music  
31 Safety  
32 School Police Liaison Program

33  
34 C. Fifth (5<sup>th</sup>) grade students who qualify for the Second Wind Dropout Prevention  
35 Program may be placed in the seventh (7<sup>th</sup>) grade upon successful completion of the  
36 program.

37  
38 D. Beginning with the 1997-98 school year, any student who exhibits substantial  
39 deficiency in reading skills, based on locally determined assessments conducted  
40 before the end of grade 1, grade 2, and grade 3, or based on teacher  
41 recommendation, must be given intensive reading instruction immediately following  
42 the identification of the reading deficiency. The student must be reassessed at the  
43 beginning of the grade following the intensive reading instruction, and the student  
44 must continue to be given intensive reading instruction until the reading deficiency  
45 is remedied. If the student's reading deficiency is not remedied by the end of grade  
46 2 or grade 3, the student must be retained. The School Board will establish a  
47 specific level of performance on the statewide assessment test, below which the  
48 student must be retained. The School Board will establish criteria which may  
49 exempt the student from the mandatory retention. The student will be retained no  
50 more than one time in grades K through 5. *Adopted 7/29/97*

1 **III. Middle School Promotion and Placement**

2  
3 **A. General Academic Requirements**

4 Middle school students will receive instruction in grades six through eight in the  
5 following basic subjects:  
6

- 7 (1) Three years in mathematics.
- 8
- 9 (2) Three years in communications, which will include experiences in reading,  
10 writing, and speaking. Developmental reading shall be provided at each  
11 grade level for those students for whom the school deems such reading  
12 appropriate.  
13
- 14 (3) A minimum of three years in science, which will include instruction in life  
15 science and physical or earth science.  
16
- 17 (4) A minimum of three years in social studies, which will include the study of  
18 the United States and world geography, civics, and Florida history.  
19
- 20 (5) The opportunity to enroll in physical education courses, which will be  
21 regularly scheduled each year by each school.  
22
- 23 (6) A series of experiences will be provided for student development through  
24 exposure to courses selected from, but not limited to, the following:  
25 *Amended 6/29/93*  
26

27	Agriculture	Health
28	Art	Technology Education
29	Band	Law
30	Business	Music
31	Career Education	Public Service
32	Consumer Education	Reading
33	Foreign Language	Writing Skills

- 34
- 35 (7) One semester of Health or Personal Development shall be required for  
36 students at the seventh or eighth grade, unless a middle school principal  
37 elects to cover district health performance standards in a science course and  
38 the following criteria are met: *Amended 6/30/92 & 6/29/93*  
39
  - 40 a. The science teacher involved is certified in both science and health,  
41 and  
42
  - 43 b. A letter of explanation is sent to the Superintendent prior to the  
44 beginning of the school year. The letter must be signed by the  
45 principal and the teacher and must ensure that all student  
46 performance standards for both the science and the health courses  
47 will be met.  
48
- 49 (8) In addition to the courses identified above, students must master basic skills  
50 in the area of computer literacy. *Amended 7/21/98*  
51
- 52 (9) Beginning with the 1998-99 school year, students who attend grades seven  
53 and eight in Osceola County may elect to take a maximum of four high  
54

1 school (dual enrollment) courses at the middle school they are attending,  
2 provided the courses are taught by teachers holding high school certification  
3 in the subjects offered. The high school textbook will be used, and the  
4 district performance standards and grading policy shall be the same as for  
5 the course offered in a high school setting. These dual enrollment classes  
6 must be level II or above as outlined in The Florida Course Code Directory.  
7 Dual enrolled students must adhere to high school attendance requirements  
8 for receiving credit. In order to receive high school credit, the student must  
9 earn a final grade of an “A” or “B”. *Amended 6/30/92, 6/29/93 & 7/21/98*

10  
11 B. Promotion

12  
13 (1) General Requirements

14  
15 All students must pass five (5) subjects per grade level including language  
16 arts, mathematics, science and social studies. Promotion should be based  
17 on standardized test results, daily assignments, teacher observation, teacher  
18 made tests, satisfactory attainment of the student performance standards in  
19 the curriculum frameworks and other objective information. If the  
20 achievement level is not being met, the teacher shall utilize deficiency/  
21 progress reports to communicate with the parent during the grading period.  
22 *Amended 7/2/96*

23  
24 (2) Remediation Programs *Amended 7/21/98*

25  
26 Students who do not successfully master all of the materials necessary for  
27 promotion must be provided intensive remedial instruction through one or  
28 more of the following activities: summer programs, extended day services,  
29 Saturday remediation and special tutorial programs; or may, at the discretion  
30 of the principal, be administratively placed and have their academic class  
31 schedule arranged during the following school year so as to receive  
32 instruction in the academic area at the lower level that was failed on the  
33 initial attempt. If work is to be made up, and it is not done in the Osceola  
34 District School System, the remedial program must be conducted by a  
35 public school or an accredited private school.  
36 *Amended 6/30/92 & 7/2/96*

37  
38 Parents may contract with state certified teachers to teach individual students  
39 in lieu of attendance in a remedial school program. However, if the parent  
40 chooses this option, he or she must notify the child’s school principal in  
41 writing within fifteen (15) days after the AIP conference. Such students will  
42 be required to pass a school approved exam.  
43 *Amended 7/2/96*

44  
45 (3) Double Promotion and Acceleration

46  
47 Seventh (7<sup>th</sup>) grade students who qualify for the Second Wind Dropout  
48 Prevention Program may be placed into the ninth (9<sup>th</sup>) grade upon  
49 successful completion of the program.  
50 Eighth (8<sup>th</sup>) grade students promoted to the ninth (9<sup>th</sup>) grade may take  
51 courses during the regular summer school for acceleration.  
52  
53  
54

- 1 C. Special classes for students who have been administratively placed may be  
2 established and designated as middle school basic skills classes without a grade  
3 utilized in these classes.  
4

5 **IV. High School Grade Classification and Graduation Requirements**

6  
7 To graduate from high school a student must, meet all the requirements of this plan,  
8 demonstrate mastery of the Student Performance Standards (229.565, F.S) and  
9 meet all requirements established by the Florida Department of Education and the  
10 School Board of Osceola County.

11  
12 Seniors participating in high school graduation ceremonies shall have completed all  
13 requirements for graduation as set forth in this Pupil Progression Plan. Seniors  
14 receiving a Certificate of Completion or a Special Certificate of Completion will also  
15 be eligible to participate in the ceremonies. *Amended 6/28/94*

16  
17 Graduation ceremonies will be scheduled at the end of the regular academic year  
18 and at the close of the second summer session each year.

19  
20 Students enrolled in a District K-12 dropout prevention program and earning a GED  
21 equivalency diploma may participate in the graduation ceremony of the high school  
22 in their attendance zone. *Amended 7/23/91*

23  
24 **A. Grade Classification**

- 25  
26 (1) A student must have earned 5 credits to be classified as a sophomore.  
27  
28 (2) A student must have earned 11 credits to be classified as a Junior.  
29  
30 (3) A student must have earned 18 credits to be classified as a Senior.  
31  
32 (4) Students who transfer into Osceola County from public schools shall be  
33 classified according to their grade placement at the school from which they  
34 transfer. Thereafter they will follow classification as set up by Osceola  
35 County except for those students who transfer as seniors.  
36  
37 (5) In order to receive a diploma from an Osceola County high school, all  
38 students who attend school in Florida as ninth or tenth graders will be  
39 required to earn one half credit in Life Management Skills and beginning  
40 with the 1998-99 ninth grade class, one credit in physical education, which  
41 will include one-half credit in Personal Fitness.  
42 *Amended 7/23/91 & 7/21/98*  
43  
44 (6) All transfer students will be expected to attempt to earn a minimum of three  
45 (3) credits per semester in the year of their transfer; however, no  
46 requirement for specific course work will be retroactive except as stated  
47 above.

48  
49 The requirements of the School Board shall not be retroactive for transfer  
50 students provided the student has met all requirements of the school, school  
51 district or state from which he/she is transferring (6A-1.095) *Adopted*  
52 *6/30/92 & Amended 6/27/95*  
53  
54



1 Students will be limited to the transfer of no more than four high school  
2 credits earned prior to entry into the ninth grade. Such credits must have  
3 been earned at the eighth grade level and follow Pupil Progression Plan rule  
4 III A(9). *Adopted 6/30/92 & Amended 6/27/95 & 7/21/98*

5  
6 (7) Students may be promoted to the next grade at the end of the first semester  
7 of a school year provided they have earned the following number of  
8 credits: *Adopted 7/23/91*

9  
10 Sophomore - 8 credits

11  
12 Junior - 14 credits

13  
14 Senior - 21 credits

15  
16 (8) Seniors who have earned 24 credits by the end of the first semester in a  
17 given school year may pursue one of the following options:  
18 *Adopted 7/23/91*

19  
20 a. Graduate at the end of the first semester. (Students will receive their  
21 diplomas and be permitted to participate in graduation ceremonies at  
22 the end of the second semester.)

23  
24 b. Participate in the early admissions program at Valencia Community  
25 College, if they qualify.

26  
27 c. Remain at the high school to pursue advanced academic and/or  
28 vocational studies.

29  
30 B. Requirements for Graduation *Amended 6/30/92 & 7/29/97*

31  
32 (1) Credits needed for graduation - 24

33  
34 The courses listed below shall include the requirements of Sections 233.061  
35 and 232.246, Florida Statutes. The 24 credits shall be distributed as  
36 follows:

37  
38 Language Arts Four (4) credits

39  
40  
41 Mathematics Three (3) credits  
42 Algebra 1 or Equivalent or  
43 a higher level mathematics  
44 course  
45 [Effective for incoming 9<sup>th</sup>  
46 graders 1996-97 and thereafter]  
47 *Amended 8/6/96*

48  
49  
50 Science Three (3) credits:  
51 Two of which must include  
52 laboratory components  
53  
54

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1  
2  
3 Social Studies

Three (3) credits  
World History (1)  
American History (1)  
American Govt. (1/2)  
Economics (1/2)

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9  
10 Physical Education

One credit (to include one half (1/2)  
credit of Personal Fitness) Effective  
for incoming 9<sup>th</sup> graders 1998-99 and  
thereafter. *Amended 7/21/98*

14  
15 Shall be deemed 9<sup>th</sup> and 10<sup>th</sup> grade courses.

16  
17 Participation in an interscholastic sport, at the junior varsity, or varsity level  
18 for two full season, shall satisfy the one credit requirement for Physical  
19 Education if the student passes a competency test on personal fitness with a  
20 score of "C" or better; however, participation may not be used to satisfy the  
21 credit requirement. Students must still satisfy the 24 credit requirement for  
22 graduation; but, will not be required to meet the one (1) credit requirement  
23 in physical education. The Physical Education credit cannot be required of  
24 ninth grade students. *Adopted 7/29/97, Amended 7/21/98*

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26  
27 Life Management Skills/ Health

One-half (1/2) credit

28  
29 Shall be deemed 9<sup>th</sup> and 10<sup>th</sup> grade courses.

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31  
32 Practical Arts/Performing  
33 Fine Arts

One (1) credit

34  
35 In order to meet this requirement, students may earn:

36  
37 One credit in Practical Arts Vocational Education or Exploratory  
38 Vocational Education:

39  
40 OR

41  
42 One credit in Performing Fine Arts:

43  
44 OR

45  
46 One-half (1/2) credit each in Practical Arts, Vocational Education or  
47 Exploratory Vocational Education and Performing Fine Arts.

48  
49 Practical arts may be fulfilled by any secondary or eligible  
50 postsecondary course in the Vocational Section or by substituting  
51 one of the basic Computer Education Courses or Journalism II, III  
52 or IV on a curriculum equivalency basis.

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No more than one (1) credit in Exploratory Vocational courses may be used for credit toward high school graduation.

Electives: Eight and one-half (8 1/2) credits *Amended 7/21/98*

A grade point average of 1.5 on a 4.0 scale will be needed for the twenty-four (24) credits used to meet state graduation requirements.

Beginning with the 1996-97 school year, incoming 9<sup>th</sup> grade students will be required a grade point average of 2.0 on a 4.0 scale for twenty-four (24) credits used to meet the state graduation requirements. *Amended 8/6/96*

Students who entered the ninth grade prior to the 1996-97 school year must maintain a cumulative grade point average of 2.0 on a 4.0 scale, or its equivalent, in the courses required by Florida Statutes 232.246(1), or have an overall cumulative grade point average of 2.0 or above for all coursework beginning July 1, 1997 or later. Parents of students who have cumulative grade point averages less than 0.5 above the required graduation level shall be notified that the student is at risk of not meeting the graduation requirements. This notification shall be in the form provided in the District approved reporting procedures. *Adopted 7/29/97*

Each student is entitled to "...13 consecutive years of instruction, beginning with kindergarten, ..."

The student must also pass the High School Competency Test (HSCT).

(2) A student may not enroll in Level I courses unless the assessment of the student indicates that a more rigorous course of study would be inappropriate, in which case, a written assessment of the need must be included in the student's individual education plan or in a student performance plan signed by the principal, the guidance counselor, and the parent. *Adopted 7/29/97*

(3) For those students at each grade level in grades 9 through 12 who have attained a cumulative grade point average at or below the minimum required for graduation, the following options will be made available. The programs offered include provisions for assisting students at or below the required cumulative grade point average to achieve the required cumulative grade point average. *Adopted 7/29/97*

a. Students who have completed more than nine elective credits may choose to have the lowest elective grades of those courses in excess of the 24 credits required for graduation dropped before the computation of their GPA. *Adopted 7/29/97*

b. Students who earn any grade other than an "A" may retake the course to improve their skills, grade, and GPA. The highest grade earned will be used to calculate the cumulative grade point average. Credit toward graduation can only be awarded once. *Adopted 7/29/97*

1 c. Students who have not attained the required grade point average are  
2 eligible to attend summer school in an attempt to raise the cumulative  
3 grade point average. *Adopted 7/29/97*

4  
5 (4) Eighth (8) grade students may enroll in an approved course designated as a  
6 9<sup>th</sup> - 12<sup>th</sup> grade course by the current course code directory, and will be  
7 classified as a high school student for the period of time involved. Students  
8 earning credit through such high school courses will be credited with  
9 meeting the requirements designated in the district Pupil Progression Plan as  
10 required for promotion for the appropriate pre-ninth grade course(s).  
11 *Amended 7/29/97*

12  
13 (5) All students who earn any grade other than an 'A' may retake the course to  
14 improve their skills, grade, and GPA. The highest grade earned will be  
15 used in calculating the grade point average. Credit toward graduation can  
16 only be awarded once. *Amended 7/23/91 & 7/29/97*

17  
18 (6) Students who have completed more than eight and one-half elective credits  
19 may choose to have the lowest elective grades of those courses in excess of  
20 the 24 credits required for graduation dropped before the computation of  
21 their G.P.A. *Amended 7/21/98*

22  
23 (7) All high schools will utilize a Pacer Scale for honors courses as a means to  
24 determine class ranking. Pacer Points will be assigned based upon the  
25 Grading Scale adopted by the School Board. High schools will assign the  
26 Pacer Points to all Advanced Placement (AP), Dual Enrollment (DE), and all  
27 Honors or Advanced courses in the core curriculum areas of Language Arts,  
28 Mathematics, Science, and Social Studies. In addition to the  
29 Honor/Advanced courses described above, Math Analysis, Trigonometry,  
30 and Calculus will be included within the Mathematics core. *Adopted 7/29/97*

31  
32 Schools who have not previously participated in this program will  
33 implement it beginning with those students entering the ninth (9<sup>th</sup>) grade  
34 during the 1997-98 school year. *Adopted 7/29/97*

35  
36 C. Curriculum Frameworks-Grades 9-12 Basic and Adult Education

37  
38 A curriculum framework is a broad guideline which directs district personnel by  
39 providing specific instructional plans for a given subject or area of study and is  
40 consistent with the Course Code Directory. Curriculum frameworks are contained  
41 in the publication "Curriculum Frameworks for Grades 9-12, Adult Basic  
42 Program". This publication is on file at each high school and the district office.

43  
44 The above frameworks include the Exceptional Student Education Courses and the  
45 Vocational Courses.

46  
47 D. Student Performance Standards

48  
49 Student Performance Standards have been developed cooperatively with district  
50 personnel for the intended outcomes specified in each curriculum and are also on  
51 file at each high school and the district office.

52  
53 Students must show mastery of the performance standards before credit for course  
54 is awarded. Upon successful completion of the course, with at least seventy per

1 cent (70%) proficiency, students will have demonstrated mastery. Student mastery  
2 will be assessed through the use of teacher observation, classroom assignments and  
3 examinations. Students must also meet the attendance requirement as set forth in  
4 section 6.2.1.E or F of School Board Rules. *Amended 7/21/98*  
5

6 E. Home Instruction  
7

8 As provided by Florida Statute 232.02 parents may choose to place their children in  
9 a home instruction program in lieu of public school. The requirements of the law  
10 will be monitored through the office of Student Services. *Revised 7/23/91,*  
11 *Amended 7/21/98*  
12

- 13 (1) Parents who wish to place their children on a home instruction program are  
14 required to notify the Superintendent in writing of such intent within two (2)  
15 weeks of the student's withdrawal from school. *Amended 9/17/96*  
16
- 17 (2) The parent of a home instruction student is required to keep a daily  
18 attendance record. In addition, the parent is required to keep a daily work  
19 log of assignments made, page numbers covered, concepts taught, length of  
20 study day and whether assignments are completed. All materials related to  
21 home instruction shall be kept by the parent for a period of not less than two  
22 (2) years from the date of enrollment in the program. Parents of home  
23 instruction students will be required to have an academic evaluation  
24 completed yearly on each student. The parent will have the responsibility of  
25 arranging said evaluation at parental expense and will be responsible to see  
26 that the printed report of said evaluation is sent to the Superintendent.  
27
- 28 (3) The school district may set up conferences with home instruction families  
29 during the course of the school year to verify that the laws of the State of  
30 Florida and the rules of the School Board of Osceola County are being kept  
31 relative to home instruction. Parents will be given fifteen (15) days notice  
32 of intent of the school board designee to meet with them to discuss the  
33 program. *Amended 9/17/96 & 7/21/98*  
34
- 35 (4) Parents who fail to meet the requirements of State law (232.01) and School  
36 Board rules governing home instruction will be required to re-enroll their  
37 home instruction student(s) in school. The parents of the student(s)  
38 required to return to school for failure to meet the requirements of the home  
39 instruction regulations will be denied any request for a home instruction  
40 program for a period of one full academic year from the date of re-  
41 enrollment.  
42
- 43 (5) All students working at the elementary or middle school levels will be  
44 evaluated for grade level placement if they return to the public school system  
45 of Osceola County. If a student is enrolled in a home instruction program  
46 for less than one school semester the student will be enrolled at the same  
47 grade level with no testing required. *Amended 9/17/96*  
48
- 49 (6) Florida Statute, section 232.02 states that it is the responsibility of the  
50 parent to provide a written evaluation of the home-schooled student's  
51 progress. With respect to the awarding of high school credit, the  
52 Superintendent agrees to the following stipulations:  
53 *Revised 9/17/96, Amended 7/21/98*  
54

- 1 a. The student must present to the school principal a listing of the  
2 specific courses for which credit is requested. Credits earned  
3 through institutions affiliated with the following accrediting agencies  
4 will be accepted at face value as long as those courses can be aligned  
5 with the Florida Course Code Directory:

6 The Southern Association of Colleges and Schools

7 The Middle States Association of Colleges and Schools

8 The New England Association of Colleges and Schools

9 The North Central Association of Colleges and Schools

10 The Northwest Association of Colleges and Schools

11 The Western Association of Colleges and Schools

12 Such affiliation must be validated through appropriate  
13 documentation which will remain on file in the Office of Student  
14 Services.

15 Current Regionally Accredited Correspondence Programs:

16 Calvert School  
17 Baltimore, MD  
18 K-8 Correspondence  
19 (410) 243-6030

20 American School-High School  
21 Chicago, IL  
22 (800) 228-5600

23 University of Florida  
24 Correspondence Study  
25 2209 NW 13<sup>th</sup> Street  
26 Gainesville, FL 32609  
27 (352) 392-1711

28 University of Nebraska  
29 Extension School (Independent Study)  
30 Lincoln, NE  
31 (402) 472-4321

- 32 b. Credits earned from a non-accredited institution may be granted  
33 under the following conditions: *Revised 7/21/98*

- 34 1. Courses can be aligned with the Florida Course Code  
35 Directory.
- 36 2. Student must produce a portfolio for the course in which  
37 student is requesting credit which has been reviewed by a  
38 Florida certified teacher in that subject area.

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3. The student must pass a comprehensive subject level examination with a minimum score of 70%.

In cases where there is no corresponding subject level examination, the student must pass an appropriate high school level final examination with a minimum score of 70%. The final examination must be prepared by a Florida certified teacher currently employed by the Osceola School Board and teaching said course at the high school level.

It will be the responsibility of the student's parents or guardians to procure, schedule, and locate qualified teachers to conduct evaluations for home-schooled courses for which credit is requested.

Examinations for the purpose of earning credit may be attempted two (2) times. Failure to pass an examination for a second time will require the student to enroll in his home zoned school and complete the course for which credit was requested.

A student enrolling in an Osceola County high school from home education cannot transfer earned credits in excess of the number of credits that student could normally earn per year in the student's home zoned school.

The School District of Osceola County is not authorized to provide regular high school diplomas to students who complete a high school course of study as a home education student. In order to earn a regular high school diploma from the District, the student must be enrolled as a full-time student for the entire semester prior to the expected date of graduation and have successfully completed all other graduation requirements as outlined in school Board policy.

c. Students who request credit according to the above stipulations shall be classified according to age/grade appropriate placement. Any courses requested for credit must align with the graduation requirements and be contained within the maximum number of credits allowable under the District adopted Pupil Progression Plan. *Adopted 9/17/96*

7. Students who expect to earn Summer School credit in a home instruction program must be registered with the Superintendent by the end of the first grading period (second week) of summer school.

8. Home education students may participate in dual enrollment, vocational dual enrollment and early admission. Credit by examination is available through approved correspondence courses. The home education student is responsible for his/her instructional materials and transportation unless provided for otherwise. The enrollment shall be in accordance with the guidelines established by the Community Colleges and State Universities. *Adopted 7/2/96*

1 9. Home education students are eligible to participate in interscholastic  
2 extracurricular student activities. Guidelines for participation will be  
3 established pursuant to 232.425, F.S. and will be made available to home  
4 education students choosing to participate in interscholastic extracurricular  
5 activities. *Adopted 7/2/96*

6  
7 10. Students who are participating in a home instruction program in accordance  
8 with Florida Statutes, section 232.02(4), may be admitted to the public  
9 school on a part-time basis. *Adopted 9/17/96*

10  
11 a. Students in home education who wish to attend public school must  
12 have met all criteria for a home education program during the entire  
13 semester immediately prior to the time of admission, meet the same  
14 registration requirements as full-time students, and enroll for and  
15 attend at least one (1) regularly scheduled class period at the zoned  
16 school. Such students must register prior to the start of the semester  
17 they will attend. Full-time students will be given priority in course  
18 registration. Home-schooled students who are excluded from a  
19 class/course at their zoned school due to space limitations may attend  
20 another school if space in that class/course is available.  
21 *Adopted 9/17/96*

22  
23 b. The Board is not responsible for the transportation of students in a  
24 home education program to or from the school. The school  
25 principal will establish the time and place for arrival and departure of  
26 home education students. Students who attend school on a part-time  
27 basis are subject to all applicable rules and regulations pertaining to  
28 full-time students. *Adopted 9/17/96*

29  
30 F. Cumulative Grade Point Average

31  
32 In order to graduate, students entering ninth grade before the 1996-97 school year  
33 must have a 1.5 grade point average on the 24 credits required for graduation.  
34 These students, in addition to having a grade point average of 1.5 for these courses,  
35 must also maintain a grade point average of 2.0 on all courses required for  
36 graduation taken after July 1, 1997. If it is to their advantage, students may  
37 graduate, in lieu of having a 2.0 on courses taken after July 1997, with an overall  
38 grade point average of 2.0 on courses taken in high school, except those to which  
39 the district's forgiveness policy has been applied. At the end of each semester each  
40 student shall be notified in writing of his cumulative grade point average as required  
41 for graduation. Beginning with the 1996-97 school year, incoming 9<sup>th</sup> grade  
42 students will be required to maintain an overall a grade-point average of 2.0 on a  
43 4.0 scale. *Amended 7/2/96, 9/17/96 & 7/21/98*

44  
45 Auth: 230.23 (6) (a) (b) Imple: 232.246

46  
47 G. Challenger Learning Center - Grade Levels 9-12 *Amended 6/30/92*

48  
49 This is a program specifically designed for school dropouts, in order to provide  
50 them with a vehicle to complete a high school program; or in some instances, to  
51 assist those students into reentering a regular high school setting, once they have  
52 completed some credit requirements.



1  
2 A total of 24 credits must be earned for graduation. These credits are described in  
3 section IV B.  
4

5 This is a competency based program with students demonstrating mastery of the  
6 student performance standards. Elective credits for related work experience (OJT)  
7 in this program are earned on the same basis as in the regular day-school vocational  
8 programs.  
9

10 Only students who have been withdrawn from school for a minimum of nine school  
11 weeks are eligible for placement in this program. Exceptions to this placement may  
12 be approved, based on extenuating circumstances, by a three member committee of  
13 Instructional Department administrators. A cooperative effort between the  
14 Instructional Department and Student Services will provide the guidance and  
15 scheduling for student placement and follow-up. Students must agree to attend a  
16 minimum of 15 hours per week of classroom instruction during the regular school  
17 year.  
18

19 Students must:

- 20  
21 (1) earn twenty-four credits as stated above with a 1.5 G.P.A.,  
22  
23 (2) Beginning with the 1996-97 school year, incoming 9<sup>th</sup> grade  
24 students will be required a grade point average of 2.0 on a 4.0  
25 scale and, *Adopted 9/17/96*  
26  
27 (3) pass all necessary parts of the High School Competency Test  
28 (HSCT).  
29

30 An articulation meeting will be arranged for the students wishing to re-enter the  
31 regular high school program. A Challenger student returning to a regular school  
32 program may transfer a maximum of eight credits per year unless additional credits  
33 are approved by the Superintendent.  
34

35 Although this program is designed to provide students with a non-traditional school  
36 setting in order to meet individual needs, the school district Code of Student  
37 Conduct is in effect and School Board Rules governing student conduct will be  
38 followed.  
39

#### 40 41 **V. Types of Diplomas**

42  
43 Students in Osceola County Schools may earn the following types of diplomas:  
44

- 45 (1) Regular  
46  
47 (2) Special  
48  
49 (3) Certificate of Completion  
50  
51 (4) Special Certificate of Completion  
52  
53 (5) Adult High School Diploma  
54

1 (6) Florida High School Diploma (G.E.D.)

2  
3 (7) Adult Special High School Diploma *Adopted 9/17/96*

4  
5 A. A Regular Diploma shall be issued to students who meet the conditions set forth in  
6 this Pupil Progression Plan section IV. This must include passing the High School  
7 Competency Test (HSCT). *Amended 7/23/91*

8  
9 B. Special Diploma

10  
11 1. Option I *Amended 7/23/91, 6/28/94 & 7/21/98*

12  
13 A Special Diploma shall be awarded to properly classified Educable  
14 Mentally Handicapped, Trainable Mentally Handicapped, Profoundly,  
15 Mentally Handicapped, Hearing Impaired, Specific Learning Disabled,  
16 Emotionally Handicapped, Physically Handicapped whose ability to  
17 communicate orally or in writing is seriously impaired. Students must also  
18 master the Revised Performance Standards according to assigned State  
19 performance levels.

20  
21 These performance standards must be documented by the exceptional  
22 student teacher starting when the student is initially placed into an  
23 exceptional Student Education program and progressing through graduation  
24 from high school. Specific grade levels for completion are given to  
25 designate when the child should master the appropriate competency.  
26 *Amended 7/21/98*

27  
28 The Revised Student Performance Standards for Exceptional Students  
29 Tracking Form should be used for students that will be graduating from  
30 high school. Any exceptional student excluding Visually Impaired who has  
31 acquired appropriate credit for a regular high school diploma, but did not  
32 pass the High School Competency Test can be issued an Option I special  
33 diplomas. *Amended 7/21/98*

34  
35 2. Option II *Adopted 7/21/98*

36  
37 A Special Diploma Option II shall be awarded to any exceptional student,  
38 excluding visually impaired, who demonstrates mastery of specified  
39 employment and community competencies. The student may graduate with  
40 more or less than four years of attendance in grades 9-12. This student  
41 must satisfactorily complete the equivalent of eleven credits as specified and  
42 be employed full-time at least 25 hours per week in a community based job  
43 for a minimum of one semester unless the student is placed in supported  
44 competitive employment. In such cases the student must be employed for  
45 the equivalent of one semester. The student's Individual Education Plan  
46 and training plan shall be developed to identify job specific competencies.

47  
48 The student must also be at least sixteen (16) years of age to be considered  
49 for this option and shall be at least eighteen (18) years of age to graduate.

50  
51 C. A Certificate of Completion shall be issued to all students who acquire appropriate  
52 credits for a high school diploma, but do not pass the High School Competency  
53 Test. *Amended 7/23/91*

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D. A Special Certificate of Completion shall be issued to an eligible exceptional education student who meets the requirements for his exceptionality, but is unable to meet the appropriate special state minimum requirements.

E. Adult High School Diploma *Amended 7/23/91 & 7/29/97*  
Adult students completing all established credit requirements might receive a Regular Adult High School Diploma.

F. Florida High School Diploma *Amended 7/23/91*  
Students or residents who are eighteen (18) years old or older and students who have met all requirements for graduation except the attainment of a 2.0 cumulative grade point average may apply to take the GED exam. *Amended 9/17/96 & 7/29/97*

G. Adult Special Diploma *Adopted 9/17/96*  
Any adult student who is twenty-one (21) or older and classified as educable mentally handicapped, trainable mentally handicapped, profoundly mentally handicapped, hearing impaired, deaf, specific learning disabled, physically impaired, visually impaired, blind, autistic or emotionally handicapped may be awarded an adult special diploma if all requirements are met.

**VI. Credits Applicable Toward Graduation**

A. Early Admission for Advanced Studies  
Students who meet the prerequisites of an early admission and advanced studies program may be permitted to enroll as a full-time post secondary student during their senior year in high school. Such programs shall meet the following conditions:

- (1) Approval of the program by the School Board shall be obtained before the end of the first month of the final year of high school or before the end of the first semester if entry is expected during the second semester of the final year of high school.
- (2) The student shall be accepted by a state accredited post-secondary school or university after completion of three (3) full senior high school years, and a minimum of eighteen (18) credits is earned.
- (3) The student shall maintain at least an overall "C" average.
- (4) Any senior enrolled in college courses full-time may re-enter a high school within the district as a full-time student at the end of the high school semester.
- (5) Any credit earned at the accredited post secondary level may be substituted for a required high school credit in the same discipline. Successful completion of a 3-hour college course will equal 1/2 high school credit.

1  
2 B. Dual Enrollment

- 3  
4 (1) A student may enroll in one or more classes at the college level or in an  
5 accredited vocational school while still attending high school. Credit may  
6 be earned toward graduation as stated in section VI A (3).

7  
8 Auth: Rule 6A-10.0241, FAC

- 9  
10 (2) The request of a student to participate in this program must be in writing.

11 The signature of the guidance director and the principal shall constitute  
12 approval.  
13

- 14  
15 (3) Dual Enrollment VCC

16 The School Board of Osceola County and Valencia Community college shall  
17 co-sponsor appropriate college courses in high schools during the normal  
18 class hours when requested by the principal. Students enrolled in co-  
19 sponsored classes shall earn both high school credit from the Osceola  
20 County School Board and college credit from Valencia Community College  
21 if they meet at least the minimum requirements for satisfactory completion  
22 of such classes. In order to receive VCC credit in co-sponsored classes,  
23 high school students will be required to make application to VCC and  
24 complete the registration process.

25 No fees shall be assessed for high school students enrolled in these co-  
26 sponsored courses. Students who enroll in co-sponsored classes shall have  
27 either:  
28

- 29 a. completed the tenth grade with a high school grade point average of  
30 3.0 or above, or *Amended 7/23/91*  
31

- 32  
33 b. be in an exceptional student education program with an Individual  
34 Education Plan which indicates the ability for advanced studies (i.e.  
35 "gifted program").  
36

- 37  
38 (4) Students seeking dual enrollment in mathematics, English or vocational  
39 classes shall present evidence of successful completion of the relevant  
40 section of the entry level examination for placement given by the school,  
41 college or university at which the student is seeking enrollment.  
42

43 C. Co-Enrollment *Amended 3/3/92*

44 A high school student who is at least sixteen (16) years of age may enroll in the  
45 Community High School Co-enrollment Program for English, mathematics,  
46 science, or social studies credit. Permission to enroll in this program must be  
47 obtained in advance from the principal or designee. A Co-enrollment Contract (FC-  
48 370-311) must be completed, signed by the student, parent, guidance director, and  
49 principal. A Co-enrollment Registration Form (FC-370-1710) must be completed  
50 by all students. A maximum of 0.5 credits may be earned per semester. A  
51 maximum of three (3) credits may be earned in this program. *Amended 6/27/95,*  
52 *7/29/97 & 7/21/98*  
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Classes will be established according to enrollment standards set by Community High School.

D. Course Modification

High School students who meet the district's requirements for an approved dropout prevention program, an honors accelerated credit program, or a vocational/technical program may be enrolled in modified courses to earn additional credits.  
*Amended 7/2/96*

E. Summer School for Grades 9-12

High school students may attend summer school to make up a failed subject or for accelerated credit.

F. College Course Credit

Any passing grades received in courses from a college may be accepted toward requirements for graduation from Osceola County. Three (3) college semester hours shall be considered equivalent to one-half (1/2) high school credit.

G. Credit from Correspondence

Credit from Correspondence from a university will be acceptable so long as the course code number of the course taken corresponds to acceptable high school course code numbers. It shall be the responsibility of the student to provide verification of successful completion from the university to the high school.

H. Community Service Credit *Adopted 6/29/93*

A student may choose to earn one-half elective credit for non-paid voluntary community or school social service work, which shall include a minimum of 75 hours of service work and require the student to identify a social problem that interests him, develop a plan for his personal involvement in addressing the problem, and, through papers or other presentations, evaluate and reflect upon his experience.

Credit may not be earned for service provided as a result of court action.

I. Science and JROTC Substitution *Amended 6/29/93*

Upon completion of the JROTC Aerospace Science program, including Aerospace Science II and III, students may substitute on a curriculum equivalency basis one JROTC credit for General Science (2002310) to satisfy one of the three science requirements needed for graduation.

J. Vocational Education Course Substitutions *Revised 6/30/92 & Amended 6/29/93*

Section 236.081(1)(n), Florida Statutes, requires district school boards to provide for vocational program substitutions not to exceed two credits in each of the nonelective subject areas of English, mathematics, and science. The vocational program that is substituted for a nonelective academic course will be funded at the level appropriate for the vocational program.

1 Any student in grades 9 through 12 who enrolls in and satisfactorily completes a  
 2 job preparatory program may substitute credit for a portion of the required four  
 3 credits in English, three credits in mathematics and three credits in science. The  
 4 credit substituted for English, mathematics or science earned through the vocational  
 5 preparatory program shall be on a curriculum equivalency basis.  
 6

7 Vocational course substitutions shall not exceed two (2) credits in each subject area.  
 8 In addition, a program which has been used to substitute in one subject area may  
 9 not be used to substitute for any other subject area.  
 10

11 A student who completes a job preparatory program and substitutes part of that  
 12 program for Business Mathematics I, Business Mathematics II, Business English I,  
 13 Business English II, General Science, or Anatomy and Physiology may not take  
 14 any of these courses and receive additional credit.  
 15

16 Job preparatory programs which have been identified as being the equivalent of  
 17 Business English I (#1001440), Business English II (#1001450), Business  
 18 Mathematics I (#1205380) and can be used as the substitute credit are as follows:  
 19  
 20

21 **JOB PREPARATORY PROGRAM SUBSTITUTIONS** *Amended 7/2/96*  
 22

SUBJECT AREA	PROGRAM COURSE	PROGRAM//COURSE #
Business English I (#1001440)	Recordkeeping	8209200
	Office Support Systems	8209100
	Office Support Technology	8209000
	Secretarial Services	8212300
	Business Management	8215100
Business English I (#1001440) and/or Business English II (#1001450)	Information Processing	8212000
	Information Processing	8212000
Business Mathematics I (#1205540)	Office Support Technician	8209000
	Business Computer Programming	8206300
	Secretarial Services	8212300
	Data Entry	8206200
	Computer Applications	8206100

1			
2	Business Mathematics I	Financial Records	8203100
3	(#1205540) and/or		
4		Business Management	8215100
5			
6	Business Mathematics II	Accounting	8203200
7	(#1205390)		
8			
9	Pre-Algebra	Electronics	8730000
10	(#1200300)		
11			
12	General Science	Nursery and Horticulture	8121200
13	(#2002310)	Operations	
14			
15		Nursery Operations	8121600
16			
17		Animal Science & Services	8106200
18			
19		Agritechnology	8106800
20			
21	Anatomy and Physiology	Health Service Occupations	8415100
22	(#2000350)		
23			

24 **K. Cooperative Education      *Revised 6/30/92***

25  
26 (1) Definition

27  
28 High school credit may be earned by vocational students using the  
29 cooperative education method of instruction. Cooperative education  
30 involves paid, supervised, concurrent employment that is directly related to  
31 the student's in-school training. The cooperative education method is  
32 available for junior and senior students. At-risk high school students in any  
33 grade may be enrolled in Work Experience. All cooperative education job  
34 sites must be approved by the coordinator; students shall not be employed  
35 by members of the immediate family.

36  
37 Cooperative education is not a program but a method of instruction used in  
38 several vocational programs. Students who complete a vocational program  
39 using the cooperative method are coded on the final class reports as  
40 completers of the vocational program.

41  
42 (2) Types of Programs

43  
44 There are several programs offering the cooperative method of instruction:  
45 Agribusiness Cooperative Education for students employed in agriculture  
46 occupations and enrolled in an Agribusiness vocational program, Business  
47 Cooperative Education for students employed in office occupations and  
48 enrolled in a Business Education vocational program, Cooperative Health  
49 Occupations Education for students employed in health occupations and  
50 enrolled in a Health Occupations vocational program, Marketing Education  
51 for students employed in marketing occupations and enrolled in a Marketing  
52 Education vocational program, and Industrial Cooperative Education for  
53 students in industrial occupations and enrolled in an Industrial Education  
54 vocational program. If a specialized program is available and a student

1 qualifies for the specialized program, the student should be enrolled in the  
2 cooperative education course for that specialized program. If a specialized  
3 program is not available or if the specialized program does not have a  
4 vacancy, the student should enroll in Diversified Cooperative Training  
5 (DCT) program. DCT provides opportunities for selective placement based  
6 on the student's occupational objectives and the development of  
7 occupational competencies.

8  
9 Junior and senior students may be released from school one or two periods  
10 for cooperative education that is supervised, on-the-job training (OJT), but  
11 they must be enrolled in one or more related courses in the particular  
12 vocational program area during the school day. Fifth year seniors who have  
13 met all other graduation requirements may be released for additional  
14 periods.

15  
16 (3) Hours Worked

17 Students released from school must work an average of eight (8) hours per  
18 week for each school period they are released. A student must work 144  
19 hours during the semester to earn one-half (1/2) credit or 288 hours during  
20 the semester to earn one (1) credit toward high school graduation  
21 requirements.  
22

23  
24 (4) Forms Required

25  
26 a. Application/Agreement

27 Prior to enrollment in the program, the student must complete a  
28 cooperative education application, which must be signed by the  
29 student and the parent or guardian.  
30

31  
32 b. Agreement

33 An agreement must be signed by the student, parent or guardian,  
34 coordinator, and employer. If the student changes jobs, a new  
35 agreement must be signed by each of the parties. The original copy  
36 of the signed agreement must be in the student's file for program  
37 review.  
38

39  
40 c. Time Sheets

41 For every month the student is enrolled in cooperative education, a  
42 time sheet signed by the student and employer must be on file. The  
43 time sheet must list the day and time worked and monies earned.  
44 This time sheet must be in the student's file for program review.  
45

46  
47 d. Evaluation

48 An evaluation completed by the employer must be on file for each  
49 student every grading period. The original must be in the student's  
50 file for program review. A copy of the evaluation should be given  
51 to the student and the employer. The cooperative education program  
52 curriculum frameworks outline the specific skills that must be  
53 evaluated.  
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e. Training Plans

A training plan must be prepared for each cooperative education student. The training plan, which must list the competencies to be mastered in the classroom and those competencies to be mastered on the job, must be signed by the employer, the student, and the coordinator. As a student masters the listed competencies, mastery must be reflected in the student's file for program review.

f. Visitation Record

Each cooperative education student must be visited at his or her work site at least once per grading period by the coordinator. A record of these visits must be maintained.

(5) Absences

Any cooperative education student who is absent from school for any part of the school day may not report to work that day without the prior approval of the coordinator.

(6) Grades

The grades the student earns for the classroom and OJT are assigned by the coordinator.

(7) Periods of Unemployment

a. A student who is new to the program may have up to ten days to secure appropriate employment. If the new student is still not employed in an appropriate training site after ten days, he or she may be removed from the cooperative phase and enrolled in suitable classes. An unemployed student is not permitted to leave school early without the coordinator's approval.

b. Students who wish to change jobs during the school year should coordinate any job changes with the coordinator.

c. Any student who loses his or her job through no fault of his or her own may have ten days to secure another suitable training site. If the student is unable to find employment after ten days, he or she may be reassigned on campus. These situations will be handled on an individual basis with the coordinator and school officials. An unemployed student should not be permitted to leave school early without the coordinator's approval.

d. Any student who is released with cause (shoplifting, for example) may not be released from school for OJT. Appropriate disciplinary action may be taken, up to and including no credit for the cooperative education program and removal from the program at the end of the semester.

1  
2 L. Awarding Credit and Grades

- 3  
4 (1) A student shall complete a semester's work in order to be promoted or to  
5 receive credit for the semester's work. Students who complete the  
6 semester's work, except taking the final examinations, may at the discretion  
7 of the principal, arrange to take the examination prior to the opening of the  
8 next succeeding school year.

9  
10 Work or credit earned from a non-accredited school or school from outside  
11 Osceola County shall be accepted toward graduation upon validation.  
12 Validation of credit may be made by the student's successful completion of  
13 a standardized test in the subject.

- 14  
15 (2) Grading and Reporting *Amended 7/29/97*

16 Schools shall follow the following state adopted grading system plan for  
17 grading and reporting pupil progress.

18 Students and parents are to be advised of the grading criteria employed in  
19 the school and in each class at the beginning of the grading period.

20  
21  
22 GRADE

<u>Grade</u>	<u>Percent</u>	<u>Point Value</u>	<u>Definition</u>	<u>Pacer Point Value</u>
A	94-100	4	outstanding progress	5
B	85-93	3	above average	4
C	77-84	2	adequate progress	3
D	70-76	1	lowest acceptable progress	2
F	0-69	0	failure	0
I	0	0	incomplete	0

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41 (3) Grades will be awarded at the end of each grading period. These grades  
42 will reflect all work assigned and achieved during that grading period.  
43 Credit may be awarded at the end of a grading period (nine weeks or  
44 semester). *Amended 6/30/92 & Amended 6/27/95*

- 45  
46 (4) Final grades may be awarded on a semester or yearly basis in high schools  
47 or on a yearly basis in middle and elementary schools. *Amended 6/27/95*

- 48  
49 (5) When two nine weeks are used to determine a final grade, each nine weeks  
50 shall count 50% of the final grade. The total shall be divided by two (2).

51 When a semester exam is given, each of the nine weeks grades shall count  
52 40% and the exam grade shall count 20% of the final grade, and the total  
53 shall be divided by five (5). *Amended 6/30/92 & 7/2/96*  
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(6) In grades 3-5, report card evaluation should reflect student growth during the grading period as indicated by objective test data, teacher observation and portfolio information.

In grades 6-8, the grade point values of the grading period and exam grade are averaged to determine the final grade. If the quotient result is 1.5 or higher, the grade shall be rounded to the next highest letter. Rounding of grades less than 1.0 shall be left to the discretion of the instructor. In determining final grades, a zero shall be assigned for no work or dishonest work and may rank as -1 on the grade point scale upon the approval by the principal. *Amended 6/30/92*

(7) In grades 9-12, a numerical average is determined by the teacher, at the end of each nine (9) week grading period and the corresponding letter grade (as determined by the grading scale above) is recorded on the report card. If a semester exam is given, the numerical exam score is also converted to the corresponding letter grade as determined by the above grading scale. To determine the final grade, the numerical grades are average together, as outlined two paragraphs above, and numerical average will be converted to the corresponding letter grade from the grading scale, and reported on the report card. *Amended 7/2/96*

(8) If an I (incomplete) is recorded on a report card, the requirements for which the incomplete was assigned must be satisfied within two weeks of the issuance of the report cards or the I becomes an F. At the teacher's discretion a longer period of time may be allowed for make up work. The use of Pacer Points is optional and at the discretion of the principal. Pacer Points should be used only in determining rank in the senior class and shall not be used in determining grade point averages. *Amended 7/23/91*

**VII. Florida Bright Futures Scholarship Program, Florida Academic Scholars Certificate, Florida Merit Scholars Award, & Florida Gold Seal Vocational Endorsement** *Revised 6/29/93 & Amended 7/29/97 & 7/21/98*

A. Florida Bright Futures Scholarship Program provides for tuition and fee reimbursement for undergraduate studies at a public or private university, community college or vocational/technical school. The three scholarship awards within the Bright Futures Scholarship Program are the Florida Academic Scholars Award, Florida Merit Scholars Award, and Florida Gold Seal Vocational Scholars Award. For the 1998-99 graduates, only the program will also include the Florida Academic Scholars Certificate. Each has specific criteria that must be met. However, to be eligible for an initial award from any of the three types of scholarships, a student must:

1. Complete a Bright Futures Scholarship Program Student Authorization Form by spring graduation.
2. Be a Florida resident.
3. Earn a Florida standard high school diploma or its equivalent.
4. Be accepted by and enrolled in an eligible Florida public or independent postsecondary education institution.

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5. Enroll in a postsecondary institution in Florida for at least six semester credit hours or the equivalent.
6. Not to have been found guilty of, or pled nolo contendere to, a felony charge.
7. Use the award within three years of graduation.

B. The Florida Academic Scholars Award is designed to encourage and to recognize outstanding performance and academic achievement by high school students. (240.4025, F.S.) In order to qualify for the Florida Academic Scholars Award, a student must:

1. Meet the general eligibility requirements for the Florida Bright Futures Scholarship Program.
2. Achieve a 3.5 unweighted grade point average on a 4.0 scale, or its equivalent, in high school courses that are adopted by the Board of Regents and recommended by the State Board of Community Colleges as college-preparatory courses.
3. Attain at least a combined score of 1270 on the Scholastic Aptitude Test or 28 on the American College Test.
4. Have attended a home education program according to s. 232.02(4) during grades 11 and 12, and have attained at least the above test scores.
5. Have been awarded an International Baccalaureate Diploma from the International Baccalaureate Office; or
6. Have been recognized by the merit or achievement programs of the National Merit Scholarship Corporation as a scholar or finalist.
7. Must complete a program of community service work, as approved by the district school board which shall include a minimum of 75 hours of service work and require the student to identify a social problem, and address, evaluate, and reflect upon the problem through papers or other presentation.
8. Maintain the equivalent of a 3.0 grade point average on a 4.0 scale for all postsecondary education work attempted and the student remains eligible to renew the Florida Academic Scholars Award. One opportunity for reinstatement of this award will be given if the grade point average falls below the 3.0 requirement.

C. To be eligible for Florida Merit Scholars Award the student must:

1. Meet the general eligibility requirements for the Florida Bright Futures Scholarship Program.
2. Achieve an unweighted grade point average of 3.0 on a 4.0, or the equivalent, in high school courses that are adopted by the Board of Regents and recommended by the State Board of Community Colleges as college-preparatory academic courses.

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- 3. Has attained a combined score of 970 on the SAT or a score of 20 on the ACT.
- 4. Maintain the equivalent of a 2.75 grade point average on a 4.0 scale for all postsecondary education work attempted and the student remains eligible to renew the Florida Merit Scholars Award. The student will receive one opportunity to reinstate the award if the grade point average falls below a 2.75.

D. The Florida Gold Seal Vocational Scholars Award recognizes and awards academic achievement and vocational preparation by high school students.

High school students may participate in this program in accordance with Florida Statute 232.2467 and State Board Rule 6A-1.092. In order for a student to qualify for the Florida Gold Seal Vocational Scholars Award students must meet the general eligibility requirements of the Florida Bright Futures Scholarship Program along with the following criteria:

- (1) Complete three vocational credits in a sequential program of studies

or

Complete a vocational job preparatory program consisting of two credits plus one credit of on-the-job training or one credit of Guided Workplace Learning (8300430) or the one credit course Business Ownership (8812000). *Amended 7/2/96*

or

- (2) An equivalent dual enrollment course/program; *Adopted 7/29/97*  
From a weighted GPA (based on the Statewide Scholarship Weighting System) using the core 15 credits required for graduation or for 1998 & 1999 Seniors, earn a 3.0 unweighted GPA using the minimum of 3 sequential vocational credits.

- (3) Earn an unweighted grade point average of at least 3.5 in courses comprising the vocational program;

- (4) Beginning with the year 2000 graduates, earn the following required credits:

4 - English

3 - Mathematics

3 - Natural Science

3 - Social Science (American History, World History, American Government, and Economics)

1 - Practical Art or 1 Performing Art or 1/2 credit in each

1/2 - Life Management Skills

1/2 - Personal Fitness

1 A minimum of three sequential Vocational Job-Prep or Technological  
2 Education

- 3  
4 (5) Must obtain the minimum test scores as follows:  
5  
6 (a) SAT: Verbal 420, Math 440 or  
7  
8 (b) ACT: Reading 16, English 16, Math 16 or  
9  
10 (c) CPT: Reading 83, Sentence 83, Algebra 72.

11  
12 **VIII. Exceptional Education Students**

13  
14 A. Elementary Schools

15 Exceptionalities include: Educable Mentally Handicapped, Trainable Mentally  
16 Handicapped, Profoundly Mentally Handicapped, Speech and/or Language  
17 Impaired Deaf or Hard of Hearing, Visually Impaired, Physically Impaired,  
18 Emotionally Handicapped, Severely Emotionally Disturbed, Specific Learning  
19 Disabled, Gifted, Homebound or Hospitalized, Dual Sensory Impaired, Autistic,  
20 Prekindergarten Students with Developmental Delays, Prekindergarten Students  
21 with Established Conditions. *Amended 7/23/91 & 7/21/98*

22  
23  
24 (1) Curriculum

25 The curriculum for the elementary school Varying Exceptionalities,  
26 Emotionally Handicapped/Severely Emotionally Disturbed (EH/SED), and  
27 Educable Mentally Handicapped shall be a regular education curriculum that  
28 follows the Florida Sunshine State Standards with appropriate  
29 modifications. Direct Instruction, Reading Mastery, Precision Teaching and  
30 Whole Language are the instructional approaches to be utilized to enhance  
31 curriculum acquisition. Moderately and severely disabled students  
32 (Trainable Mentally Handicapped, Profoundly Mentally Handicapped )will  
33 be taught from the Duval County Curriculum. *Adopted 6/30/92 & Amended*  
34 *6/27/95 & 7/21/98*

35  
36  
37 (2) Promotion

38 Students enrolled in exceptional student programs shall be promoted on the  
39 basis of the acquisition of skills in accordance with the student's Individual  
40 Education Plan and the mastery of Revised Performance Standards for each  
41 exceptionality. The Revised Performance Standards for the assigned  
42 exceptionality will be used to document the progress of the student by the  
43 exceptional education teacher. Documentation of standards must start when  
44 the student is initially placed into an exceptional student education program.  
45 *Amended 6/28/94, 6/27/95 & 7/21/98*

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Mastery of the standards shall be determined by the teacher utilizing the  
evaluation modes specified in the Individual Education Plan.

51 (3) Retention

52 Students who do not meet promotion requirements may be administratively  
53 placed in the next grade level by the principal. When a student is being  
54

1 considered for administrative placement which involves attendance at  
2 another school (for example, from elementary to middle school or middle  
3 school to high school) such placements shall be made only at the beginning  
4 of the school year. Exceptions to this rule may be made if the sending and  
5 receiving principals agree that an administrative placement during the school  
6 year is in the best interest of the student and when approved by the  
7 Superintendent.

8  
9 Retention of exceptional students shall be limited to one year in the  
10 elementary school grades unless otherwise determined by a Quality  
11 Individual Education Planning (IEP) team. *Amended 7/21/98*

12  
13 (4) Attendance

14  
15 All exceptional students will follow regular education attendance  
16 procedures. Elementary students enrolled in the Gifted pull-out program are  
17 classified in attendance and should not be counted as absent. Classroom  
18 assignments are given by the Gifted teacher. Students should not be  
19 required to make-up the work missed in the regular class.

20  
21 B. Middle Schools

22  
23 Exceptionalities include: Educable Mentally Handicapped, Trainable Mentally  
24 Handicapped, Profoundly Mentally Handicapped, Speech and/or Language  
25 Impaired, Deaf or Hard of Hearing, Visually Impaired, Physically Impaired,  
26 Emotionally Handicapped, Severely Emotionally Disturbed, Specific Learning  
27 Disabled, Gifted, Homebound or Hospitalized, Dual Sensory Impaired, Autistic  
28 *Amended 7/23/91 & 7/21/98*

29  
30 (1) Curriculum

31  
32 The curricular approach for middle school Varying Exceptionalities, Emotionally  
33 Handicapped/Severely Emotionally Disturbed (EH/SED), and Educable Mentally  
34 Handicapped shall be a regular education curriculum that follows the Florida  
35 Sunshine State Standards with appropriate modifications. Direct Instruction  
36 (Corrective Reading), Precision Teaching and the Kansas Learning Strategies  
37 model are the instructional approaches to be utilized to enhance curriculum  
38 acquisition. Moderately and severely disabled students will be taught from the  
39 Duval County Curriculum. *Adopted 6/30/92 & Amended 6/27/95 & 7/21/98*

40  
41 (2) Promotion

42  
43 Students enrolled in exceptional student programs shall be promoted on the  
44 basis of the acquisition of skills in accordance with the student's Individual  
45 Education Plan and the mastery of Revised Performance Standards for each  
46 exceptionality. The Revised Performance Standards for the assigned  
47 exceptionality will be used to document the progress of the student by the  
48 exceptional education teacher. Documentation of standards must start when  
49 the student is initially placed into an exceptional student education program.  
50 *Amended 6/28/94, 6/27/95 & 7/21/98*

51  
52 Mastery of the standards shall be determined by the teacher utilizing the  
53 evaluation modes specified in the Individual Education Plan.  
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1  
2 (3) Retention

3  
4 Students who do not meet promotion requirements may be administratively  
5 placed in the next grade level by the principal. When a student is being  
6 considered for administrative placement which involves attendance at  
7 another school (for example, from elementary to middle school or middle  
8 school to high school) such placements shall be made only at the beginning  
9 of the school year. Exceptions to this rule may be made if the sending and  
10 receiving principals agree that an administrative placement during the school  
11 year is in the best interest of the student and when approved by the  
12 Superintendent.

13  
14 Retention of exceptional students shall be limited to one year in the middle  
15 school grades unless otherwise determined by a Quality Individual  
16 Educational Planning (IEP) team. *Amended 7/21/98*

17  
18 (4) Attendance

19  
20 All exceptional students will follow regular education attendance  
21 procedures. *Amended 7/21/98*

22  
23 C. High School Graduation Requirements

24  
25 Modifications to basic and vocational courses as provided by SBR 6A-6.0312 are  
26 allowable for all exceptional students to meet the requirements for a regular or  
27 special diploma as follows:

- 28  
29 (1) Modifications to basic courses shall not include modifications to the  
30 curriculum frameworks or student performance standards. When  
31 modifying vocational courses, the particular outcomes and student  
32 performance standards which a student must master to earn credit must be  
33 specified on the student's Individual Education Plan. *Amended 7/21/98*

34  
35 Modifications may include any of the following:

- 36  
37 (a) The instructional time may be increased or decreased.  
38  
39 (b) Instructional methodology may be varied.  
40  
41 (c) Special communications systems may be used by the teacher or  
42 student.  
43  
44 (d) Classroom and district test administration procedures and other  
45 evaluation procedures may be modified to accommodate the  
46 student's handicap.

47  
48 (2) Regular Diploma

- 49  
50 (a) Requirements

51  
52 To meet the requirements for a regular high school diploma, an  
53 exceptional student shall take academic courses in the mainstream in



1 accordance with the student's Individual Education Plan. Students  
2 who are classified as Deaf or Hard of Hearing, Emotionally  
3 Handicapped or Severely Emotionally Disturbed may complete any  
4 basic or vocational course applicable to a regular diploma if the  
5 course is taught by the exceptional student teacher and if the course  
6 content, standards, and student outcome and other requirements are  
7 equivalent to that of the regular education course. Exceptional  
8 students may have regular academic course modifications as outlined  
9 in VIII C-2. *Amended 7/23/91 & 7/21/98*

10  
11 Any students classified as Educable Mentally Handicapped,  
12 Trainable Mentally Handicapped, Profoundly Mentally  
13 Handicapped, Deaf or Hard of Hearing, Severely Emotional  
14 Disturbed, Specific Learning Disabled, Physically Impaired,  
15 Visually Impaired, Autistic or Emotionally Handicapped may be  
16 awarded a regular diploma if they meet the requirements established  
17 in School Board Rule, Appendix B, Pupil Progression Plan,  
18 Section IV B. *Amended 6/27/95, 8/6/96 & 7/21/98*

19  
20 (b) Attendance

21  
22 Meet attendance requirements.

23  
24 (c) Curriculum

25  
26 The curricular approach for high school Varying Exceptionalities,  
27 Emotionally Handicapped or Severely Emotionally Disturbed and  
28 Educable Mentally Handicapped shall be a regular education  
29 curriculum that follows the Florida Sunshine State Standards with  
30 appropriate modifications. The Kansas Learning Strategies model,  
31 Direct Instruction and Precision Teaching are the instructional  
32 approaches to be utilized to enhance curriculum acquisition.  
33 *Adopted 7/21/97*

34  
35 (3) Special Diploma Option I *Revised 7/23/91 & Amended 6/27/95 & 7/21/98*

36  
37 (a) Requirements

38  
39 Any student classified as Educable Mentally Handicapped, Trainable  
40 Mentally Handicapped, Profoundly Mentally Handicapped, Deaf or  
41 Hard of Hearing, Severely Emotionally Disturbed, Specific  
42 Learning Disabled, Physically Impaired, Autistic or Emotionally  
43 Handicapped may be awarded a special diploma if the following  
44 requirements are met:

45  
46 1. Complete course requirements as outlined below

47  
48 Language Arts - Three (3) credits

49  
50 Mathematics - Three (3) credits

51  
52 Social Studies - Two (2) credits

53  
54 Science - One (1) credit

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- Physical Education - One (1) credit
- Life Management Skills - One Half (1/2) credit
- Employability Skills - One Half (1/2) credit
- Electives (Vocational, practical arts, OJT, etc.) - Eleven (11) credits

Total: 22 Credits (11 required, 11 elective)

2. Students must have a 2.0 Grade Point Average (GPA) to be eligible for a special diploma.
3. Attendance  
Meet attendance requirements.
4. Any exceptional student excluding Visually Impaired who has acquired appropriate credits for a regular high school diploma but did not pass the High School Competency Test (HSCT) can be issued a Special Diploma Option 1.

(b) Curriculum

The curricular approach for high school exceptional students shall follow the Florida Sunshine State Standards for Special Diploma Option 1. Moderately and severely disabled students will be taught from the Duval County Curriculum.  
Note: Visually Impaired students are not eligible for a special diploma at this time. *Amended 6/27/95*

Auth: 6A-1.095, FAC

(4) Special Diploma Option 2

(a) Requirements

In accordance with Rule 6A-1.0996, FAC, exceptional students who demonstrate mastery of specified employment and community competencies may graduate with more or less than four years of attendance in grades 9-12. *Amended 6/27/95 & 7/21/98*

1. Complete the course requirements as outlined below
  - Language Arts - Two (2) credits
  - Mathematics - Two (2) credits
  - Electives (Vocational, practical arts, OJT, etc.) - Seven (7) credits

Total: 11 Credits (4 required, 7 elective)

This can be modified only by specific permission from the Director of Exceptional Student Education.

2. The student shall satisfactorily demonstrate employment and community based competencies while employed full-time at least 25 hours per week in a community based job for a minimum of one semester, unless the student is placed in supported competitive employment. In this case, the student must be employed for at least 20 hours per week, for the equivalent of one semester.
3. The student shall be at least sixteen (16) years of age to be considered for this option, and shall be at least eighteen (18) years of age to graduate.
4. The student's individual education plan shall include a transition plan containing annual goals and short-term objectives related to the employment and community competencies. *Amended 6/27/95*
5. A training plan shall be developed and signed by the student, parent, teacher, and employer. The plan shall identify the job specific employment and related community competencies, the criteria for determining and certifying mastery of the competencies, the work schedule and the minimum number of hours to be worked per week, a description of the supervision to be provided by the school district staff, and any special considerations. *Amended 6/27/95*

(b) Curriculum *Amended 7/21/98*

All exceptional education students will also be monitored on the Revised Performance Standards for Exceptional Students.

The Revised Performance Standard Tracking Form should be used for students to evaluate the student's progress each year. Mastery of the standards shall be determined by each teacher utilizing the evaluation modes specified in the Individual Education Plan. Mastery is not required for students who meet the criteria for-Special Diploma Option 2. *Amended 6/27/95*

(c) Student must have a 2.0 Grade Point Average (GPA) to be eligible for a special diploma.

(d) Attendance

Meet attendance requirements.

(5) Certificate of Completion *Adopted 6/27/95*

Any exceptional student who has acquired appropriate credits for a high school diploma, but did not pass the High School Competency Test, shall be issued a Certificate of Completion.

1  
2 (6) Special Certificate of Completion *Amended 6/27/95 & 7/21/98*

3 Any Educable Mentally Handicapped, Trainable Mentally Handicapped,  
4 Profoundly Mentally Handicapped, Deaf or Hard of Hearing, Severely  
5 Emotionally Disturbed, Autistic, Specific Learning Disabled, or Physically  
6 Impaired student whose ability to communicate orally or in writing is  
7 seriously impaired, or Emotionally Handicapped student who meets all  
8 graduation requirements for his exceptionality, but is unable to meet  
9 appropriate special minimum standards, shall be awarded a special  
10 certificate of completion.  
11

12 (7) Changing Diploma Options *Adopted 6/27/95*

13 To ensure that students may select and move between the Special Diploma  
14 options, and between courses of study leading to Standard and Special  
15 Diplomas, credits and performance standards will be reviewed and student  
16 course schedules will be developed to meet the requirements of the option  
17 selected.  
18

19 (8) Transfers

20 Any exceptional student transferring into the Osceola School District and  
21 determined eligible for a special diploma shall be eligible to graduate based  
22 upon the requirements of the school district from which he or she is  
23 transferring.  
24

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28  
29 **IX. Drop-Out Prevention And Retention Program**

30 A comprehensive Drop-Out Prevention and Retention Plan is submitted to the State  
31 and reviewed on an annual basis. The individual programs in this plan are designed  
32 to meet the needs of high risk students and offer them special opportunities to earn  
33 credit towards graduation or promotion.  
34

35  
36 **X. Placement and Promotion in the High School Vocational Program**  
37 *Adopted 6/30/92*

38  
39 A. Program Descriptions *Revised 7/2/96*

40 All Osceola County District public high school vocational programs follow the  
41 Florida Department of Education frameworks and student performance standards.  
42 Copies of these frameworks and student performance standards are available for  
43 review in the office of the Director of the Technical and Adult Department. Any  
44 vocational course from a vocational program listed below may be taken to satisfy  
45 the 1/2 credit practical arts graduation requirement.  
46

47 (1) Agribusiness and Natural Resources Education

- 48 (a) Students are encouraged to start any agriculture program in the ninth  
49 grade by enrolling in Fundamentals of Agriscience; however,  
50 students may enroll in any grade. Depending on a student's interest  
51 and program availability, high school students may enroll in  
52 Landscape Operations, Environmental Horticulture, Animal Science,  
53  
54

1 or Agritechnology. Tech Prep students are eligible for three (3)  
2 semester hours of credit at Valencia Community College.  
3 *Amended 9/17/96*  
4

- 5 (b) Graduating students who successfully complete any of the  
6 agriculture programs are program completers. Junior and seniors  
7 are eligible for Agriculture Cooperative Education. To be eligible  
8 for Agriculture Cooperative Education, a student must be currently  
9 enrolled in a job preparatory agriculture program.
- 10
- 11 (c) Future Farmers of America is the approved vocational student  
12 organization (VSO) for agriculture students. Middle school students  
13 are eligible for membership.  
14

15 (2) Business Technology Education  
16

- 17 (a) Business Technology Education programs listed in the Florida  
18 Course Code Directory are provided for Osceola County business  
19 technology students. The programs are designed to allow students  
20 with varying occupational interests to complete programs ranging  
21 from two (2) to six (6) credits. Tech Prep students are eligible for  
22 up to six (6) semester hours of credit at Valencia Community  
23 College.  
24
- 25 (b) Keyboarding and Document Processing and Business Computer  
26 Applications 1 comprise a sequential two-credit core for completers  
27 in all the business technology education programs.  
28
- 29 (c) An option available to juniors and seniors in business technology  
30 education is Business Cooperative Education (BCE), which  
31 combines related classroom instruction with supervised on-the-job  
32 training (OJT) in a business or office occupation. OJT hours will  
33 vary. OJT students perform tasks outlined in their individual job  
34 training plan which is signed by the BCE coordinator, the employer,  
35 and the student. Any business technology education course may be  
36 used for BCE classroom instruction. The objective of BCE OJT is  
37 to reinforce and complement related in-school instruction in the  
38 business education job preparatory programs.  
39
- 40 (d) Future Business Leaders of America (FBLA), the approved  
41 secondary vocational student organization, is an integral part of the  
42 curriculum for all secondary business technology education  
43 programs. Middle school students are eligible for membership.  
44

45 (3) Diversified Education  
46

- 47 (a) Students are encouraged to start this vocational program in the  
48 eleventh grade by enrolling in DCT 1 and DCT—On-the-Job  
49 Training (OJT); however, seniors may enroll in DCT 1 and DCT  
50 OJT. As a part of this program, students learn selected occupational  
51 competencies through employment-related instruction in school and  
52 concurrent, paid, supervised on-the-job training. Second year  
53 students enroll in DCT 2 and DCT OJT. Seniors who successfully  
54 complete DCT 2 and DCT OJT are program completers.

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(b) Part of the DCT curriculum is met through participation in Cooperative Education Clubs of Florida (CECF). This approved VSO is an integral part of the curriculum.

(4) Health Science Education *Amended 9/17/96*

- (a) Students may enroll in the health science vocational job preparatory Health Careers program in grades 11 or 12. Ninth and tenth grade students may enroll in Medical Skills and Services which is also open to students in grades 11 and 12. Medical Skills and Service is usually a year-long course. Tech Prep students are eligible for up to six (6) semester hours of credit at Valencia Community College.
- (b) Eleventh grade students should enroll in Health Careers for two periods a day; as seniors they should enroll in one period of Health Science Education course plus up to two additional periods of Health Science Education Cooperative Education - On-the-Job Training (OJT). Any student who first enters the Health Careers Program as a senior should enroll for three periods a day to be a program completer and achieve certification in one of several entry-level health careers. Students completing the nursing assistant competencies will be eligible to sit for the state exam.
- (c) Health Science Education Cooperative Education. OJT is available to those Health Occupations Education students who are concurrently enrolled in a Health Science Education Program and have the instructor's approval.
- (d) Health Science Education Students Association. The approved vocational student organization for health occupations students is an integral part of the curriculum.

(5) Family and Consumer Sciences

- (a) A variety of Family and Consumer Sciences courses is offered and may be taken as elective credit or to fulfill the practical arts requirements. No more than three (3) credits in Practical Arts Family and Consumer Sciences may be granted toward high school graduation requirements. Completers of the Early Childhood program are eligible for three or four semester hours of credit at Valencia Community College.
- (b) Future Homemakers Association/Home Economics Related Occupations (FHA/HERO), the approved vocational student organization, is an integral part of the curriculum for all Family and Consumer Sciences programs. FHA/HERO is also available for middle school students.

(6) Industrial Education

- (a) Students are encouraged to start Industrial Education (IE) programs in the tenth grade by enrolling in Level 1 for one period. Second year students enroll in Levels 2 and 3 for two periods; third year

1 students enroll in Levels 4, 5, and 6 for up to three periods.  
2 Cosmetology, an eight-credit program, requires summer enrollment  
3 to complete. Tech Prep students are eligible for three semester hours  
4 of credit at Valencia Community College.  
5

6 (b) Students may also begin any IE program in their junior or senior  
7 year and complete the program at Mid Florida Tech or Technical  
8 Educational Center of Osceola.  
9

10 (c) Freshmen may enroll in IE classes.  
11

12 (d) An option available to juniors and seniors in IE is Industrial  
13 Cooperative Education (ICE), which combines related classroom  
14 instruction with supervised on-the-job training (OJT).  
15

16 (e) Vocational Industrial Clubs of America (VICA) is the approved  
17 vocational student organization for IE students.  
18

19 (7) Marketing Education  
20

21 (a) It is preferred that students start this vocational program in the tenth  
22 grade by enrolling in Marketing Essentials. Eleventh grade students  
23 may be enrolled in Application and OJT for up to two periods per  
24 day. The job must be directly related to the student's career choice  
25 in the marketing field. Twelfth grade students enroll in Marketing  
26 Management and Marketing Education OJT. Tech Prep students are  
27 eligible for up to three semester hours of credit at Valencia  
28 Community College. The Academy of Travel and Tourism students  
29 are eligible for up to fourteen semester hours of credit in dual  
30 enrollment at Valencia Community College. *Amended 9/17/96*  
31

32 (b) Part of the marketing education curriculum is met through  
33 participation in Distributive Education Clubs of America (DECA).  
34 This approved vocational student organization is an integral part of  
35 the program.  
36

37 (8) Public Service Education  
38

39 (a) The Teacher Assistant program is available to juniors and seniors  
40 only. A student may earn a maximum of three credits in this  
41 program. One day a week the student must report to the Public  
42 Service teacher who coordinates the Teacher Assistant program.  
43 There are specific student performance standards that must be taught  
44 and evaluated in order for the student to earn credit in the class.  
45 Four days a week the student reports to his or her particular  
46 assignment. The coordinator will visit the student on the site at least  
47 once per grading period.  
48

49 (b) Criminal Justice Assisting, Principles of Family Protection, and/or  
50 Principles of Public Service are taught by the School Resource  
51 Officer (SRO) at each high school. Tech Prep students are eligible  
52 for up to six semester hours of credit at Valencia Community  
53 College. *Amended 9/17/96*  
54

1  
2 (c) The Florida Association of Public Service Students (FLAPSS) is the  
3 approved vocational student organization for Public Service  
4 students. *Adopted 6/29/93*

5  
6 (9) Technology Education

7  
8 Technology Education classes are offered at Osceola middle schools.

9  
10 B. Definition of a Completer

11  
12 In order to be classified as a vocational program completer, a student must complete  
13 all student performance standards and should earn the required number of credits.  
14 If a student has mastered all student performance standards, he/she is a completer  
15 even if he/she has not completed the courses. Osceola County student may  
16 complete their programs in high school or continue with an articulated  
17 postsecondary program at a vocational postsecondary center. All vocational  
18 completers are included in the district's annual follow-up student survey after they  
19 graduate from high school. *Amended 7/2/96*

20  
21  
22 **XI. Technical Education Center of Osceola County (TECO) and**  
23 **Community High School**

24  
25 A. Placement and Promotion of Secondary Students at the Technical Education Center  
26 of Osceola (TECO) *Amended 7/29/97*

27  
28 Under certain conditions, secondary students may be placed at the Technical  
29 Education Center of Osceola (TECO) as their high school site. *Adopted 6/30/92*

30  
31 (1) Dual Enrollment/Co-Enrollment at TECO: Students will have the  
32 opportunity to attend TECO as a second school vocational placement for  
33 part of the school day provided the following conditions exist:

- 34  
35 (a) The student is at least 16.  
36  
37 (b) The vocational program is not offered at the zoned high school.  
38  
39 (c) The student exhibits the maturity to handle the adult setting.

40  
41 Students must provide their own transportation.

42  
43 Placement at TECO will occur only at the beginning of a semester; students  
44 will remain for the entire semester.

45  
46 All final exams in the vocational program will be comprehensive.

47  
48 (2) Exceptional Students Education students: ESE special diploma seeking  
49 students participate in a program at TECO based on the recommendation of  
50 the staffing committee. Placement at TECO will occur only at the beginning  
51 of a semester; students will remain for the entire semester. Placement at the  
52 center must be reflected in the student's IEP. *Amended 6/27/95 & 7/29/97*



1 B. Placement in Postsecondary Adult and Vocational Institutions

2  
3 (1) Technical Education Center of Osceola  
4 501 Simpson Road  
5 Kissimmee, FL 34744

6  
7 (2) Community High School  
8 705 Simpson Road  
9 Kissimmee, FL 34744

10  
11 (3) Enrollment Eligibility *Amended 6/27/95 & 7/29/97*

12  
13 Both schools accept for enrollment those adults 16 years of age or older,  
14 regardless of race, religion, handicap or national origin, and:

15  
16 (a) Request, but do not require a social security number;

17  
18 (b) Require proof of residency such as a Florida Driver License, Florida  
19 I.D., voter registration card, Declaration of Domicile, or a sworn  
20 statement and notarized affidavit which is obtained from the center,  
21 if none of the previous is available;

22  
23 (c) Require test prerequisites for some programs.

24  
25 All vocational programs have state-mandated mathematics and  
26 reading achievement standards. Achievement of these standards  
27 must be documented prior to a student's program completion.

28  
29 (4) Transfer Students *Amended 7/29/97*

30  
31 Transfer students from other institutions are accepted. These students are  
32 placed in vocational or adult programs based on (1) results of written and/or  
33 performance tests or evaluations of transcripts or (2) in compliance with  
34 articulation agreements.

35  
36 C. Types of Programs offered at TECO *Amended 6/27/95*

37  
38 TECO offers a variety of vocational programs. All programs are based on Florida  
39 Department of Education frameworks and student performance standards. All  
40 programs have an advisory council that makes recommendations to the center's  
41 administration regarding the curriculum, facilities, equipment, etc. *Amended 7/2/96*

42  
43 (1) Adult Supplementary Vocational Education

44  
45 Programs will be offered to enable persons who are or have been employed  
46 in a specific occupation to upgrade their competencies, to maintain stability,  
47 and to advance in or re-enter the specific occupation in which the person  
48 was employed or is currently employed. Fee structure will be based on state  
49 or course requirements.

50  
51 (2) Adult Vocational Preparatory Program

52  
53 Programs providing instruction in competencies that are realistic in terms of  
54 actual or anticipated opportunities for employment which are suited to

1 individual needs, interests and abilities to (1) prepare persons for effective  
2 entry level performance in skilled and technical level occupations; (2) enable  
3 persons who are or have been employed in an occupational field or as a  
4 homemaker to upgrade competencies to maintain stability, advance or re-  
5 enter employment.

6  
7 (3) Completion

8 Completion is based on mastery of all competencies identified by the state  
9 curriculum frameworks and student performance standards. In addition,  
10 prior to program completion, students must meet minimum reading and  
11 mathematics achievement requirements determined by the Florida  
12 Department of Education.  
13

14  
15 (4) Job Placement

16 While no school can guarantee placement, TECO has a professional staff to  
17 assist currently enrolled students and graduates in securing employment  
18 related to the training provided. Follow-up studies are conducted annually  
19 to verify placement. In order to be in compliance with Florida Statutes,  
20 each vocational program must have 70 percent of its graduates successfully  
21 placed.  
22

23  
24  
25 D. Community High School Programs:

- 26 (1) Adult Literacy, Grade Levels 0-3.9, - a program providing individualized  
27 basic reading and writing skills;  
28  
29 (2) ESOL (English for Speakers of Other Languages), Levels I-III;  
30  
31 (3) Adult Basic Education, Grade Levels 4-8.9;  
32  
33 (4) GED Preparation, Grade Levels 9-11.9 with preparation for GED testing in  
34 the five areas of writing, social studies, science, literature and the arts, and  
35 mathematics.  
36

37 The minimum age for testing is 18.

38 The State and National fee schedule is applied.

39 GED candidates are post-tested and, upon recommendation of the  
40 instructor, scheduled for the GED examination.  
41

42 Any student who is 16 or 17 years of age must meet with a counselor and a  
43 parent or guardian to review the special petition process, complete the  
44 Special Exception Petition (FC-370-0619), and review requirements such as  
45 mandatory attendance. *Amended 7/29/97*  
46

47 All students are advised to complete the Test of Adult Basic Education  
48 (TABE) and the Practice GED Test. Under the following extraordinary  
49 circumstances, students may take the GED Test before reaching the age of  
50 18: *Amended 7/29/97*  
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- (a) Court-ordered;
- (b) Economically disadvantaged (must meet federal income guidelines);
- (c) Previously or currently enrolled in an Alternative Program;
- (d) Pregnancy;
- (e) Teen Parent;
- (f) Medical, mental or physical condition interfering with regular school attendance;
- (g) Home School validation;
- (h) Incarcerated; or
- (i) Probationers Education Growth Program client.

E. Other Postsecondary Programs

(1) Adult High School Completion Program - Levels 9-12 *Revised 6/27/95*

Graduation requirements of 24 credits which must include:

- 4 English (sequenced composition and literature)
- 3 Math
- 1 World History with AVC
- 1 American History
- 1/2 Economics
- 1/2 American Government
- 3 Science (1 Physical with lab, 1 Biological with lab, and 1 elective)
- 1/2 Personal Fitness
- 1/2 Life Management Skills
- 1/2 Practical Arts Fine Arts
- 1/2 Computer Literacy

Credits, based on Carnegie units, earned in grades 9-12 in high school will be accepted. Remedial courses not to exceed two (2) credits may be counted in the Elective area. Credits will be awarded students who have attended at least 80% of the regularly scheduled classes and demonstrated mastery of the minimum student performance standards.

Anyone entering the Adult High School Completion Program must

1 successfully complete two (2) credits even though they may transfer in all  
2 required credits. Excluded from the two-credit requirement are those  
3 students meeting requirements set forth in SBR 6A-5.

4 The HSCT must be passed in order to receive an Adult High School  
5 Diploma. *Amended 6/29/93*

6  
7 (2) Adult Special Diploma *Adopted 7/2/96*

8  
9 Any adult student who is twenty-one (21) or older and classified as  
10 educable mentally handicapped, trainable mentally handicapped, profoundly  
11 mentally handicapped, hearing impaired, deaf, specific learning disabled,  
12 physically impaired, visually impaired, blind, autistic or emotionally  
13 handicapped may be awarded an adult special diploma if the following  
14 requirements are met:  
15

16 (a) Complete course requirements as outlined below:  
17

18 Option 1

19 Language Arts *	Three (3) credits
20 Mathematics *	Three (3) credits
21 Social Studies *	Two (2) credits
22 Science *	One (1) credit
23 Life Management Skills	One Half 1/2 credit
24 Employability Skills	One Half 1/2 credit
25 Electives (vocational, 26 practical arts, OJT, etc.)	Twelve (12) credits

27  
28 Note: Courses listed in Section 4 of the Florida Department of  
29 Education Course Code Directory for Exceptional Student Education  
30 Senior High and Adult which are identified as Comprehensive  
31 should be used to meet credit requirements for Adult Special  
32 Diploma in the areas of Language Arts, Mathematics, Social Studies  
33 and Science.  
34

35 Option 2

36  
37 Adult exceptional students who demonstrate mastery of specified  
38 employment and community competencies may graduate by meeting  
39 the following requirements:  
40

- 41 1. The student shall satisfactorily complete the equivalent of  
42 eleven (11) credits which must include two credits in  
43 Mathematics and two credits in Language Arts.  
44 *Amended 7/29/97*
- 45 2. The student shall satisfactorily demonstrate employment and  
46 community-based competencies while employed full-time or  
47 at least 25 hours per week in a community-based job for a  
48 minimum of one semester (18 weeks), unless the student is  
49 placed in supported competitive employment. In this case,  
50 the student must be employed at least twenty (20) hours per  
51 week for the equivalent of one semester.  
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- 3. The student's Adult Individual Education Plan (AIEP) shall include annual goals and short-term objectives related to employment and community competencies.
  
- 4. A training plan shall be developed and signed by the student, teacher and employer. The plan shall identify the job-specific and related community competencies, the criteria for determining and certifying mastery of the competencies, the work schedule and the minimum number of hours to be worked per week, a description of the supervision to be provided by the school district staff, and any special considerations.
  - (b) Student must have a 2.0 GPA to be eligible for an Adult Special Diploma. *Amended 7/29/97*
  - (c) Student must meet adult attendance requirements as listed in the Postsecondary Code of Student Conduct.
  - (d) The ESE courses with "Comprehensive" in the title should be used to schedule adult students for classes to meet the Adult Special Diploma requirements in Language Arts, Mathematics, Science and Social Studies. These course code numbers may be repeated for multiple credits. The portion of each comprehensive course to be covered must be reflected in the student's AIEP and must be different for each credit. The comprehensive numbers allow flexibility to meet the individual needs of the students.
  
- (3) Fee-Based Courses *Amended 7/29/97*  
Courses requested by the community for personal development or enjoyment which require a fee based on state-mandated instructional costs.
  
- (4) Other Educational Activities Kindergarten Through Adult  
Other educational activities will be offered at times most appropriate to meet the needs of the community.
  
- (5) Calendar *Amended 6/29/93 & 7/27/97*  
Postsecondary schools operate twelve (12) months per year based on a Board approved calendar.





