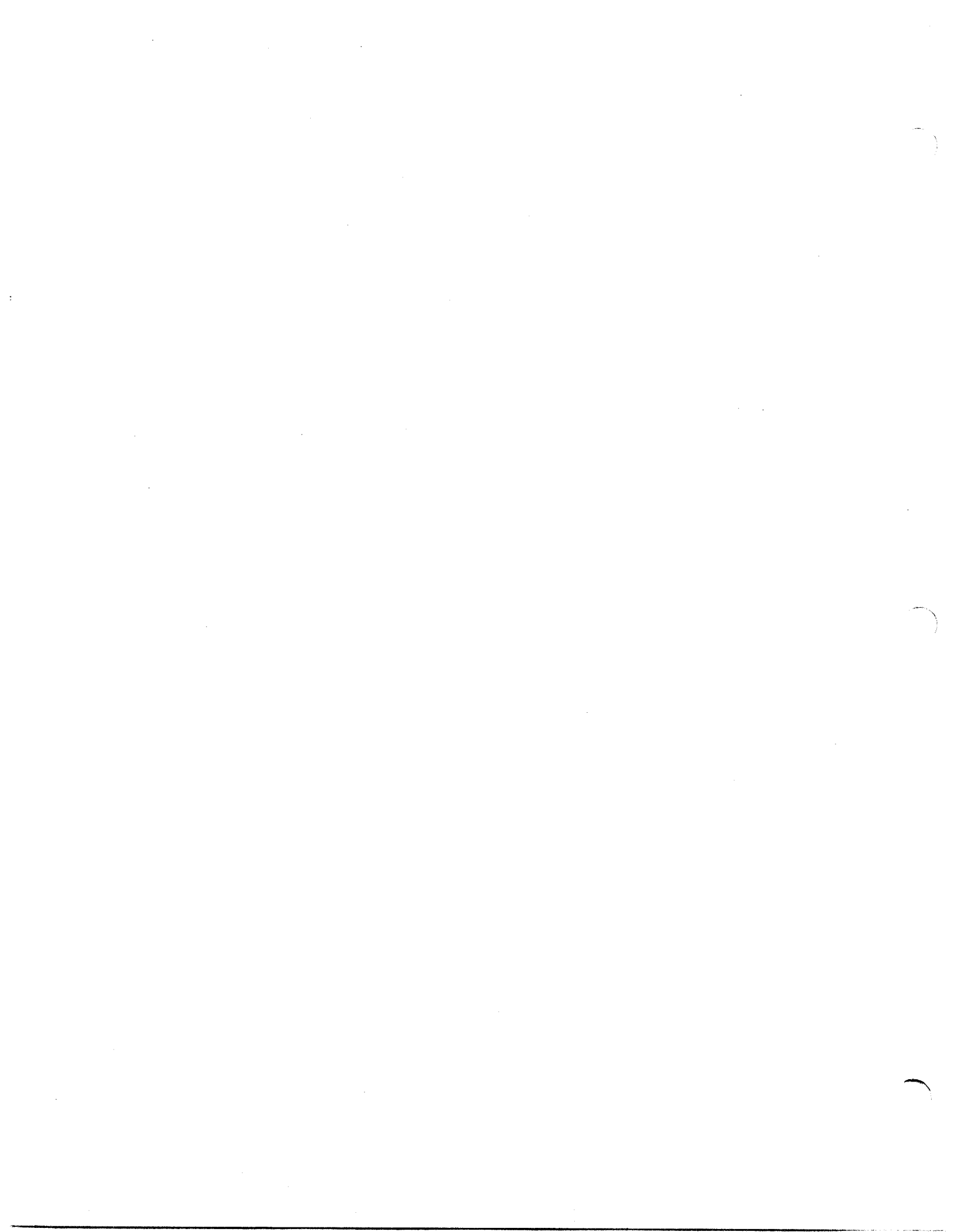


*The
School Board
Rules
of
Osceola County,
Florida*

1999-2000 Edition

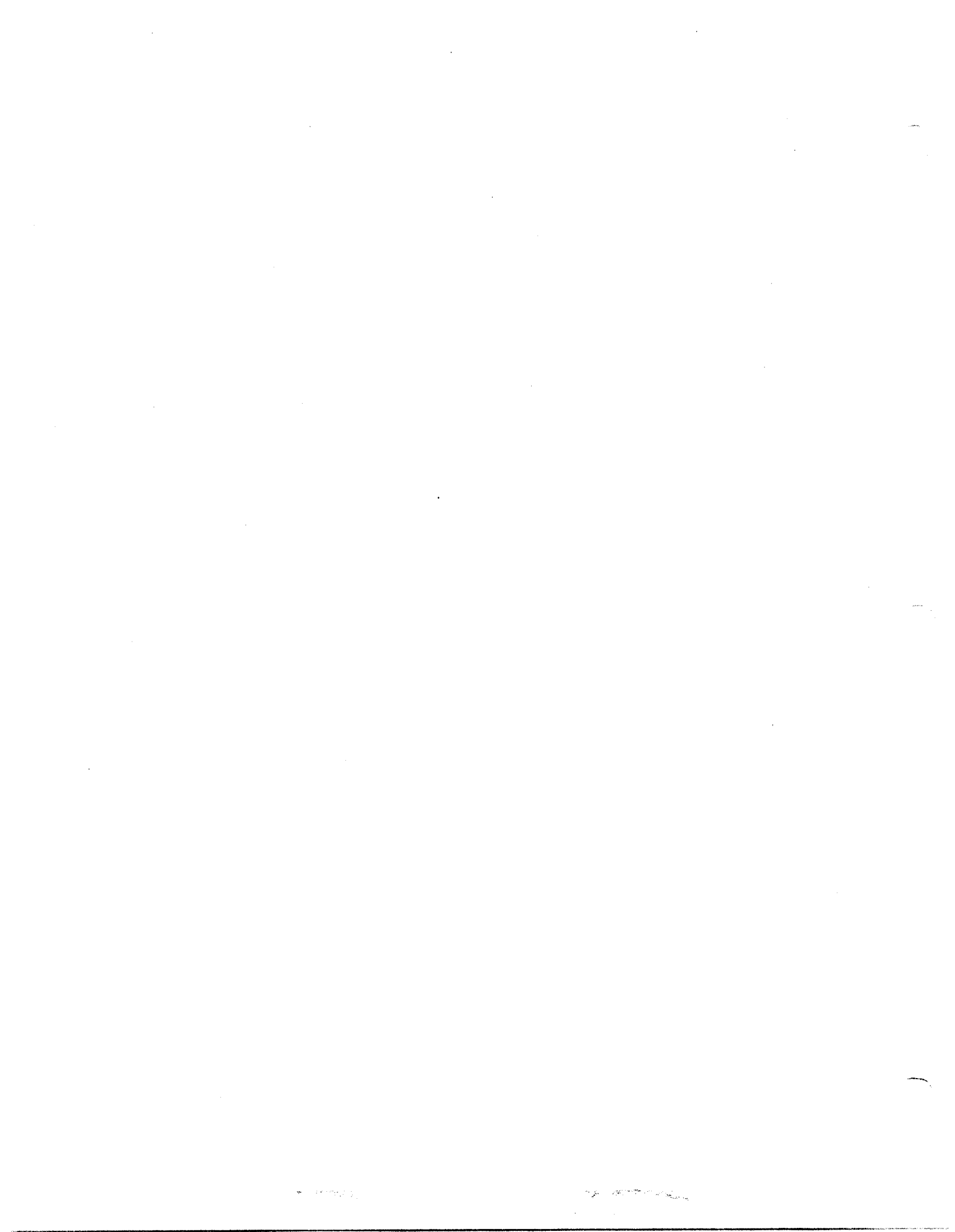


The School Board Rules of Osceola County, Florida

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**
- Chapter 7 - Official School Board Position on Discipline**
- Chapter 8 - School Food Service**
- Chapter 9 - Administrative Personnel**
- Chapter 10 - Hearing Procedures**
- Appendix A - Loyalty Oath**
- Appendix B - Pupil Progression Plan**
- Appendix C - Bylaws of the Board**



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. On June 15, 1999, the annual review was completed and amendments to the Rules were adopted. Additional amendments were adopted on September 7, 1999.

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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1.0 THE DISTRICT SCHOOL SYSTEM

1.1 DISTRICT UNIT

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

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

1.2 CONTROL - ORGANIZATION - ADMINISTRATION

1.2.1. School Board

A. Responsibility - Qualifications

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

B. Organization

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

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

C. Duties of the Chairman

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

D. General Powers and Duties of the Board

In addition to the general powers and duties of the Board as provided by Law, including, but not limited to, Sections 230.22 and 230.23 Florida 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
2 Section 230.23 (4)(a), 230.23 (8) and (14), 230.33 (10) 234.112,
3 FS. RULES 6A-3.017; 6A-3.017; 6A-3.018 (6)(a,c) FAS.
4

5 E. Meetings Amended 6/17/97
6

- 7 (1) The Board shall publish and hold not less than one (1) regular
8 meeting each month as prescribed by Sections 230.16 and 230.17,
9 Florida Statutes, and shall establish the calendar of regular meetings
10 annually in accordance with Section 230.15, Florida Statutes.
11

12 Special meetings shall be advertised and held in compliance with
13 Section 230.16 and 230.17, Florida Statutes. *Amended 6/30/92*
14

- 15 (2) Emergency Meetings
16

17 If the School Board finds that an immediate danger to public health,
18 safety, or welfare requires immediate action, it may hold an
19 emergency public meeting. The Superintendent shall give notice of
20 such meeting by any procedure that is fair under the circumstances
21 and necessary to protect the public interest, and in accordance with
22 the requirements of Florida law. *Adopted 6/17/97*
23

- 24 (3) Public Notice of Meetings or Events *Adopted 3/3/92*
25

- 26 a. Posting
27

28 In any instance where the Board is required, or desires, to
29 give notice of meetings or other events, and except when
30 required by law or regulation to give notice by newspaper
31 advertisement, it shall be deemed sufficient notice to post an
32 announcement of the meeting or event on a bulletin board
33 prominently displayed in the lobby area of the Administrative
34 Center.
35

- 36 b. Responsibility
37

38 It shall be the responsibility of the Superintendent to see that
39 public notice is given as to all meetings or events in every
40 instance whether required by law or requested by the Board.
41 In the event that notice has not been posted as required by
42 this rule, or as otherwise may be required by law or
43 regulation, then Board members shall be notified and the
44 meeting or event rescheduled after proper notice.
45

- 46 c. Notices Requiring Publication
47

48 In every instance where law or regulation requires that notice
49 of a meeting or event be published in a newspaper, the
50 Superintendent shall also post such notice as required by this
51 Rule.
52

53 Auth. 230.16, 130.23(1), 286.0111(9), 447.605, 1230.525, FS

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

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

37
38 Auth. 230.16, 230.23(1), 286.0111(9), 447.604, 120.525, FS

39
40 G. RULES PROCEDURE *Substitution Adopted 9/17/96, Amended*
41 *6/17/97*

42
43 The School Board Rules of Osceola County Florida will comply with the
44 requirements of the Administrative Procedures Act (APA), Chapter 120,
45 Florida Statutes. The procedures for the adoption, repeal, amendment to,
46 variance from, and waiver of School Board rules shall be governed by the
47 APA.

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

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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

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

12
13 (2) **EMERGENCY RULES**

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

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

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

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

- 46
47 (a) All notices given for the proposed rule;
48
49 (b) Any statement of estimated regulatory cost for the rule;
50
51 (c) A written summary of hearings on the proposed rule;
52
53 (d) The written comments and responses as required by the
54 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
2 J. Appointment and Reappointment of Personnel
3

- 4 (1) The Board shall act in compliance with Section 230.23, subsection
5 (5), Florida Statutes, with regard to the appointment of instructional
6 and professional support staff.
7
8 (2) In emergency cases, the Superintendent may make temporary
9 appointments to approved positions pending action by the School
10 Board at the next meeting.
11
12 (3) The School Board may reject for good cause any supervisor,
13 principal or other employee nominated in accordance with Section
14 230.23, subsection (5) (b), Florida Statutes. In the event the third
15 nomination by the Superintendent for any position is rejected, the
16 School Board shall then proceed on its own motion to fill such
17 position.
18
19 (4) The School Board recognizes the importance of the School Advisory
20 Councils in the quality of education at the individual schools, and is
21 committed to the concept of School Advisory Councils being
22 involved in the planning process at each school. *Adopted 8/17/93*
23
24 a. Each School Advisory Council may, on an annual basis,
25 provide input to the Superintendent relative to the
26 administrative leadership at each school.
27
28 b. Before making any recommendation to the School Board for
29 the transfer, reappointment or assignment of a principal or
30 assistant principal to a school site that is different from the
31 school assignment that preceded the reappointment,
32 assignment or transfer, the Superintendent will review the
33 input of the School Advisory Council of each affected
34 school.
35
36 c. The Superintendent shall not be bound by the advice or
37 recommendation of the School Advisory Council, and shall
38 be free to accept or reject its recommendation.
39

40 K. Collective Bargaining

41
42 The School Board shall serve as public employer with the responsibility for
43 ratification of collective bargaining agreements.
44

45 L. Personnel Records

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
52 All filing equipment for personnel records maintained in the district school
53 offices shall have a locking device and shall bear a certified fire protection

1 label so as to insure preservation of records against heat and smoke damage
2 in case of fire, for at least one (1) hour.

3 M. Board Salary - Expenses

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

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

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

22
23 N. Retirement

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

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

38
39 1.2.2 Superintendent

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

46
47 The Superintendent shall have the authority and exercise when necessary the
48 powers granted him in Section 230.32, Florida Statutes, and other applicable laws
49 and regulations. The Superintendent shall perform the duties and responsibilities
50 prescribed in Section 230.33, Florida Statutes, and other applicable laws and
51 regulations, provided that in so doing he shall advise and counsel with the School
52 Board.
53

1 In addition to the general powers and duties of the Superintendent as provided by
2 law, the Superintendent shall be the chief bargaining agent for the School Board in
3 matters of collective bargaining.
4

5 A. Child Welfare

6 Recommended plans for child welfare shall be made in accordance with
7 Section 230.33, subsection (8), Florida Statutes, and shall be supplemented
8 by the requirements of Chapter 6 of these Board Rules.
9

10 B. Transportation of Pupils

11 Transportation needs shall be ascertained and recommendations for safe
12 transport made as specified in Section 230.33, subsection (10), Florida
13 Statutes, and shall be supplemented by Board Rule 3.1.
14

15 C. Courses of Study and Other Instructional Aides

16 Recommendations for improving, providing, distributing, accounting and
17 caring for textbooks and other instructional materials shall be made in
18 compliance with Section 230.33, subsection (9), Florida Statutes, and shall
19 be supplemented by Board rule 3.2.
20

21 D. Finance

22 Recommendations governing matters of finance for educational facilities
23 throughout the District shall be made in compliance with Section 230.33,
24 subsection (12), Florida Statutes, and shall be supplemented by Chapter 2
25 of these Board rules.
26

27 E. Personnel

28 (1) In matters of personnel, the Superintendent shall be governed by
29 Section 230.33, subsection (7), Florida Statutes. He shall not
30 recommend to the Board for employment in other than a school-
31 related program, any individual who is not at least sixteen years of
32 age.
33

34 (2) The Superintendent may reassign personnel to other worksites
35 during their contract period pending approval of the School Board at
36 its next meeting. *Adopted 6/29/93*
37

38 F. Records and Reports

39 The Superintendent shall recommend that records be kept, and shall have
40 such reports made as are called for in Section 230.33, subsection (13),
41 Florida Statutes.
42

43 The Superintendent is authorized to develop and implement procedures for
44 the reproduction, and destruction of all documents, records, papers, general
45 correspondence, data and information generated by the District in
46 accordance with the Department of State, Division of Archives, History and
47 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:

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- (1) Teachers shall be nominated and elected by teachers.
- (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 School Board, as soon as reasonably possible, any

1 change in the membership of the Council, and shall further report the
2 meeting schedule and agenda for all meetings of the School Advisory
3 Council. Each School Advisory Council and principal shall advise the
4 Superintendent and School Board in advance of each scheduled meeting and
5 agenda.
6

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

13 G. The School Advisory Council shall be subject to the public records and
14 sunshine laws (286.011 Florida Statutes and Chapter 119 Florida Statutes).
15 Meetings and records shall be open to the public unless an exemption is
16 provided under law. The conduct of the meetings shall be at the discretion
17 of the School Advisory Council and the principal, subject to this policy and
18 the right of the School Board to further regulate the conduct of meetings if
19 such regulation is necessary to ensure that the meetings are conducted in a
20 reasonable, efficient and fair manner. The principal of each school is
21 designated as the custodian of records kept and maintained in the operation
22 of each School Advisory Council. The Superintendent shall provide for a
23 duplicate set of all School Advisory Council records and documents to be
24 kept and maintained in the office of the Superintendent or the designee of
25 the Superintendent. Such records will be kept and maintained consistent
26 with Department of Education rules governing School Board documents.
27

28 H. Standards applicable to all School Advisory Councils:
29

- 30
- 31 (1) The minimum number of members of each Council should be at
32 least fifteen (15), and the maximum number of members of each
33 Council shall be forty (40), with the exception of such additional
34 appointments as the School Board may make from time to time.
35
 - 36 (2) Each School Advisory Council shall meet at least monthly during the
37 school's academic year, and the agenda shall be distributed at least
38 seven (7) days in advance of each meeting to each member of the
39 committee, the press, Superintendent, School Board members and
40 all other persons who request a copy of the agenda in writing.
41
 - 42 (3) Each principal will ensure that the meeting is held in a room large
43 enough to accommodate those members of the public and other
44 interested persons (including media) who wish to attend and observe
45 the meeting. Each SAC may develop its own guidelines for
46 permitting public participation, but the privilege of voting will be
47 extended only to members of the Council.
48
 - 49 (4) Each school principal shall be responsible for notifying each teacher,
50 parent and guardian, education support employee, and eligible high
51 school and post secondary (and if applicable, each eligible middle
52 school and/or elementary school) student in the school, and to
53 advise each such person of the following:
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- a. The existence of the School Advisory Council and the fact that each such person is eligible to be nominated for election to the SAC.
 - 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

1 needs, develop community understanding and support, motivate students,
2 develop recruitment and retention processes, assist in student placement,
3 assist in securing quality instructors, identify resources, etc., to improve the
4 quality of vocational, adult and community education in Osceola County.

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

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

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

21
22 Auth: 230.22, F.S. Imple: 230.22(1), 229.555(10), 229.575, F.S.

23
24
25 1.3.3 Regional Articulation Council for Vocational Education, Adult General Education,
26 and Community Instructional Services

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

- 34
35 B. The Superintendent shall cooperate with the council when the council is
36 carrying out its assigned duties and responsibilities which include:

- 37
38 (1) The review and evaluation of existing courses and programs.
39
40 (2) The analysis of current training, counseling, and placement
41 programs in the district.
42
43 (3) Other effects of the council in carrying out its assigned
44 responsibilities.

- 45
46 C. The Superintendent shall, prior to recommending the approval of new and
47 additional vocational and adult education programs, provide assurance that
48 the approval of such recommendations meet the requirements of the council
49 and thereby qualify for state and federal funding.

- 50
51 D. The Superintendent shall keep the School Board informed of the findings of
52 the council by submitting periodic reports.
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E. Findings and recommendations of the council that are not concurred with by this board shall be appealed to the State Board of Vocational Education for a final decision.

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

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

2
3 The purpose of the Professional Development Center (PDC) is to provide
4 professional development activities for all employees that will enable the school
5 community to succeed in school improvement and whenever possible to provide
6 those activities that meet the requirements for the renewal of teacher certificates.
7

8 1.4.1 Professional Development Center Council (PDC Council)

9
10 The Professional Development Center Council (PDC Council) shall consist
11 of members nominated by the Osceola Teacher Education Center Council,
12 the Professional Support Inservice Committee, administrators, universities,
13 community colleges, community agencies and other interested groups. The
14 Superintendent shall recommend members to the School Board for
15 approval. Membership on the PDC Council shall include instructional
16 personnel, professional support staff personnel, business/community
17 members, university and community college personnel, and administrative
18 personnel. PDC Council size shall not exceed eleven (11) members.
19

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

21
22 A. Term of Office for PDC Council Members

23
24 The term of office of a PDC Council member shall be one (1) year.
25 Members may be appointed to successive terms on the PDC
26 Council.
27

28 B. Attendance at Professional Development Center Council Meetings

29
30 Appointment to the PDC Council is an honor and should be received
31 as such. With the appointment, the member accepts the
32 responsibility of representing all employees of the School Board. In
33 order to properly represent employees, the representative must make
34 every reasonable effort to attend all meetings.
35

36 When a representative misses more than two meetings in any one
37 school year, that position shall be declared vacant and a new
38 representative will be appointed.
39

40 C. The Professional Development Center Staff

41
42 The PDC staff shall consist of the PDC coordinator and all other
43 groups or persons contracted to provide for professional
44 development of all personnel. The Superintendent shall recommend
45 an individual to coordinate the activities of the PDC. The Board
46 shall appoint the coordinator and staff of the PDC.
47

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

49
50 D. Voting Authority of the PDC Coordinator

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52 The PDC coordinator shall be entitled to vote only when a tie occurs
53 in voting by the PDC Council.
54

55 Auth: 230.22, F.S.

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E. PDC Responsibilities

- (1) The PDC Council shall develop a prioritized list of inservice needs with suggested methods of implementation.
- (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.

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

4
5 (8) In the event English for Speakers for Other Languages
6 (ESOL) is not represented in part (1) above, one (1) at-large
7 ESOL teacher shall be appointed.

8
9 B. Term of Office for Classroom Teachers

10
11 The term of office of an OTEC Council Member who is a classroom
12 teacher shall be two (2) years, except that the term of an at-large
13 member shall be for one (1) year. A member may be appointed for
14 two (2) successive terms. A teacher who fills an unexpired term of
15 one (1) year or less shall be eligible for up to two (2) full terms.

16
17 C. OTEC Council Responsibilities

18
19 (1) The OTEC Council shall review the needs of instructional
20 and administrative employees and recommend professional
21 development activities to the PDC Council for
22 implementation.

23
24 (2) Teachers in (1)(a) above shall serve as professional
25 development contacts in their respective schools.

26
27 1.4.3 Professional Support Staff Inservice Committee

28
29 A. The Professional Support Staff Inservice Committee shall consist of
30 members nominated by professional support staff personnel,
31 administrators, and other interested groups. The Superintendent
32 shall appoint members of the committee. Members of the
33 Professional Support Staff Inservice Committee shall serve at the
34 discretion of the Superintendent.

35
36 B. The Professional Support Staff Inservice Committee shall review the
37 needs of Professional Support Staff employees and recommend
38 appropriate inservice activities to the PDC Council.

39
40 Auth. 230.22, 231.600, & 231.601, FS

41
42 1.5 DISTRICT INSTRUCTIONAL MATERIALS COUNCILS FOR THE STATE
43 LEVEL TEXTBOOK ADOPTION PROCESS

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

1 chairman. Each district council member shall complete the Department of Education
2 training program, related to the evaluation and selection of instructional materials,
3 prior to the beginning of the review and selection process.
4

5 District council meetings are open and shall be conducted in compliance with
6 Section 286.011, Florida Statutes; and date, time, and place shall be announced to
7 the public in the local media two (2) weeks in advance. The district shall make
8 materials available for public review.
9

10 Each member of a district instructional materials council must sign an affidavit
11 pursuant to Section 233.08, Florida Statutes, before transacting the business of the
12 council.
13

14 Pursuant to Section 233.115, Florida Statutes, members of the district instructional
15 materials council are prohibited from accepting gifts, money, emoluments, or other
16 valuables which shall directly or indirectly influence the adoption or purchase of
17 any instructional materials.
18

19 The district instructional materials council shall not deny any publisher,
20 manufacturer, or a representative time to present a product(s) equal to that time
21 given for any other publisher, manufacturer, or representative.
22

23 The district shall forward to the Department of Education a statement of criteria and
24 procedures for evaluation of materials. This statement shall include whether any of
25 the submissions were piloted and/or used in the district and the number of council
26 members and meetings.
27

28 The District Instructional Materials Council will evaluate all submissions. Each
29 instructional material shall be ranked numerically as to its choice in relation to all
30 other materials of the same type evaluated, and no two (2) materials in the same
31 subject area may receive the same numerical ranking.
32

33 Auth: 230.22, F.S

34 Imple: 233.08, 233.09(3)(c), 233.095, and 233.115, F.S.
35

36 1.6 SCHOOL BASED MANAGEMENT (SBM) 37

38 School based management in Osceola County is defined as a systematic way of
39 bringing district staff, principals, teachers, students and parents together to
40 participate in determining and improving school programs. (SBM) encourages
41 effective use of educational resources, reduces time in the decision making process
42 and places considerable emphasis on school effectiveness.
43

44 Elements of School Based Management in Osceola County include the following:
45

- 46 A. The school is the principal planning unit in the budget process. The
47 opportunity exists for school level input into the budgeting process and each
48 school develops an annual budget based on its unique needs. Once
49 budgeted, funds can be shifted to other functions and objects by following
50 district procedures.
51
- 52 B. The system of planning is continuous and reflects input from school level
53 administrators and teachers.
54

- 1 C. Planning for program and curriculum changes takes place in individual
2 schools based upon the needs of the individual school, the district and state
3 mandates.
4
5 D. Teacher placement decisions are a shared responsibility between the district
6 and local school.
7
8 E. Community input is received from School Advisory Councils unique to
9 each school. *Amended 6/30/92*

10
11 Auth: 230.22, F.S.

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

13
14 1.7 MANAGEMENT INFORMATION SYSTEM

15
16 The School Board shall:

- 17
18 A. Establish a District reports and forms control management system.
19 *Amended 6/30/92*
20
21 B. With assistance from the Department of Education, develop systems
22 compatible with the state management information system and unique local
23 systems. *Amended 6/30/92*
24
25 C. Provide, with the assistance of the Department of Education, inservice
26 training dealing with management information system purposes and scope,
27 a method of transmitting input data, and the use of output report
28 information.
29
30 D. Establish a plan for continuous review and evaluation of local management
31 information system needs and procedures.
32
33 E. Advise the Commissioner of Education of all District management
34 information needs.
35
36 F. Transmit required data input elements to the appropriate processing
37 locations in accordance with guidelines established by the Commissioner.
38
39 G. Determine required reports, comparisons, and relationships to be provided
40 to district school systems by the system output reports and continuously
41 review these reports for usefulness and meaningfulness, and submit
42 recommended additions, deletions and change requirements in accordance
43 with the guidelines established by the Commissioner.
44
45 H. Be responsible for the accuracy of all data elements transmitted to the
46 Department.
47
48 I. RECORDS RETENTION MANUAL (ADOPTED JULY 7, 1987) The
49 School Board adopts and maintains a Records Retention manual that
50 delineates procedures for the care and maintenance of records of the District.
51 This manual shall be administered through the Office of Records
52 Management.

53
54 Auth: 229.555(2)(b), F.S.

1
2 1.8 INSERVICE EDUCATION
3

4 A Master Plan for Inservice Education shall be prepared by the Board annually
5 before submission to the State Department of Education for approval. In this regard
6 the School Board will seek to:

- 7
8 A. Develop a systematic procedure for identification of personnel improvement
9 and performance needs.
10
11 B. Develop a comprehensive plan with long and short range objectives,
12 consistent with the established needs.
13
14 C. Improve the level of performance of all personnel through programs or
15 activities conducive to obtaining the desired level of performance, and
16 particularly for those who serve in the early childhood and basic skills
17 development program.
18
19 D. Increase competencies, skills and knowledge of personnel for more efficient
20 and effective personnel utilization.
21
22 E. Develop a systematic procedure for evaluating the effectiveness of staff
23 development activities.
24
25 F. Develop and implement a program for beginning teachers that conforms to
26 the Florida Professional Orientation Program in accordance SBR 6A-5.75.
27
28 G. Develop a District Management Training Program for school effectiveness
29 which will implement training in managerial competencies determined by the
30 Florida Council on Educational Management per Section 231.087(5), F.S.
31

32 A copy of the Master Plan shall be filed in the library of each school.
33

34 Auth: 230.22, F.S. and 230.2311(6), F.S.
35 Imple: 231.603(3),F.S.
36

37 1.9 EDUCATIONAL EVALUATION
38

39 The School Board shall provide for the periodic assessment of student performance
40 and achievement in each school. Such assessment programs shall be based upon
41 local goals and objectives which are compatible with the State's plan for education
42 and which supplement the minimum performance standards approved by the State
43 Board of Education. Data from the assessment programs shall be provided to the
44 Commissioner of Education when it is required in order to evaluate specific
45 instructional programs or processes or when the data is needed for other research or
46 evaluation projects. The School Board may provide acceptable, compatible District
47 assessment data to substitute for any assessment data needed at the state level when
48 the Commissioner certifies that such data is acceptable for the purposes of this
49 action.
50

51 A. District Report
52

53 A feedback report shall be prepared on the status of education in the Osceola
54 County School District. The report shall contain information about how

1 well school instructional programs enable students to meet performance
2 standards, results of program evaluations, information about the needs of
3 education in the District, information on District policy decisions, and any
4 other information and analysis which explain or clarify the status of
5 education in the District. The District report shall be made available to the
6 general public and the citizens of the District, to each school in the District,
7 and to appropriate local news media. Amended 6/30/92
8

9 **B. School Report**

10 Each school shall annually report on its status of education and shall base its
11 report upon information for the prior school year. The report shall contain:
12

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

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

41 **1.11 EVALUATION OF SCHOOL PERSONNEL**

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

2
3 Auth: 230.22, F.S.

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

5
6 1.12 SUPPLEMENTS *Amended 6/30/92*

7
8 Supplements may be provided for extracurricular activities or other assignments as
9 outlined in the Master Teacher Contract and Board adopted salary schedule.

10
11 1.13 REPORTS AND FORMS CONTROL

12
13 A. Purpose

14
15 To provide the schools, district, state, and federal agencies with required
16 data in a timely and accurate fashion while reducing duplication.

17
18 B. Definitions

19
20 (1) Form - Any written communication, whether in memorandum,
21 survey or standard form format, with blank spaces for the filling in
22 of data.

23
24 (2) Report - Any form in which the blanks have been completed or any
25 summary of data prepared after aggregation of data on forms.

26
27 C. Authorization and List of Forms

28
29 Those School District forms, as indexed in the Forms Index and located in
30 the Office of Records Management, constitute the approved district forms as
31 required by F.S. 120.53(1) (b). A copy of any form listed in the Index may
32 be obtained without cost from the Office of Records Management.

33
34 D. New or Revised Forms

35
36 Any new or revised forms must be submitted to the Office of Records
37 Management for review in accordance with the procedures set forth in the
38 Forms Management Handbook. Any form developed by the District which
39 imposes any requirement or solicits any information not required by statute
40 or by an existing rule must be submitted for approval by the School Board,
41 and on approval shall be included in the Forms Index and placed on file in
42 the Office of Records Management.

43
44 1.14 EQUITY

45
46 1.14.1 General Statement *Revised 4/14/92*

47
48 The School District of Osceola County, Florida is legally responsible to ensure that
49 equal education opportunities are available to all individuals within the district who
50 are eligible under the laws of the State of Florida to receive a free public education
51 in the district. The district is also responsible to ensure equal employment
52 opportunities to all individuals. Educational programs and employment
53 opportunities shall be made available free of any sexual harassment and

1 discrimination based on race, gender, color, disability, religion, marital status,
2 national origin or other non-merit factor. In limited circumstances, gender or
3 disability may be disqualifying as permitted by law.
4

5 1.14.2 Definitions

6 The following definitions shall apply to the terms stated throughout this Policy:
7

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

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- (2) The denial of or the provision of aid, benefits, grades, rewards, employment, faculty assistance, services, or treatment on the basis of sexual advances or requests for sexual favors.

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

- (1) To fail or refuse to hire, or to discharge an individual, or otherwise to discriminate against, any individual with respect to his/her compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, age, sex, non-disabling handicap, national origin or other non-merit factor, except where sex, age, or physical or mental condition is a bona fide occupational qualification of employment.
- (2) To limit, segregate, or classify an employee in any way, which would deprive or tend to:
 - a. Deprive an individual of employment opportunities;
 - b. Otherwise adversely affect an employee's status as an employee because of such individual's race, color, religion, political opinions or affiliations, age, sex, handicap, national origin or non-merit factor, except where sex, age or other physical or mental condition is a bona fide occupational qualification of employment.
- (3) To abuse, restrain, intimidate, harass, interfere with, coerce, discriminate against, institute reprisal against or otherwise defame an employee because of such individual's race, color, religion, political opinions or affiliation, age, sex, non-disabling handicap, national origin or other non-merit factor, except where sex, age or physical or mental condition is a bona fide occupational qualification of employment.

K. Discrimination in Education *Amended 6/17/97*

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

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

1.14.4 Equity *Revised 6/17/97*

- A. Every applicant, employee and student has the right to present a complaint of alleged discrimination or sexual harassment and, in so doing, be free from restraint, intimidation, harassment, interference, coercion, or reprisal

1 because he/she has filed a charge, testified, assisted, or participated in any
2 phase of investigations, proceedings, or hearings pursuant to this policy.

- 3
4 B. An Equity Committee is hereby established for the purpose of providing a
5 procedure for registering complaints for employees, applicants for
6 employment and students with the School District of Osceola County,
7 Florida. The composition of this committee shall be Twelve (12) members
8 representative of the demographics and employee categories of the staff.
9 The Superintendent will designate a member of his staff to serve as an ex-
10 officio member of the Equity Committee. All appointments to the Equity
11 Committee will be made by the Superintendent and approved by the School
12 Board. Appointees will serve staggered three (3) year terms.

13
14 C. Employee Complaints

15
16 In the event an employee intends to register a complaint based upon alleged
17 discrimination, remedies should be sought through administrative channels
18 before resorting to other means of resolving disputes. Formal complaints
19 must be filed in writing within sixty (60) days of the incident. It is expected
20 that both employees and their supervisors will make every reasonable effort
21 to resolve such conflicts. The following procedures are intended to facilitate
22 these administrative remedies:

- 23
24 (1) Employees should first express their complaints to their immediate
25 supervisors. At the same time, employees may wish to involve the
26 Superintendent's designee or a member of the Equity Committee to
27 assist them at this informal level. If a resolution to the complaint can
28 be reached at this level, no further action is to be taken.
- 29
30 (2) If no resolution was reached between the employee and the
31 immediate supervisor, the complainant shall file a formal written
32 complaint with the Superintendent's designee requesting an
33 investigation concerning the alleged discriminatory practice. The
34 Superintendent's designee shall notify the supervisor and the
35 appropriate division head and the Equity Committee chairperson if
36 that person is not a principal in the complaint that a formal
37 complaint has been filed.
- 38
39 (3) An investigative panel will be established consisting of two (2)
40 members of the Equity committee and one (1) person appointed by
41 the complainant. This person must be a School Board Employee
42 from another department/school. One member will be selected as
43 chairman. No member of the panel may be related to a party to the
44 complaint.
- 45
46 (4) The Investigative Panel shall conduct a fair and impartial
47 investigation into the alleged discriminatory practice and shall keep
48 all parties involved apprised of the steps during the investigation.
49 The investigation shall be conducted within sixty (60) calendar days.
50 *Amended 6/15/99*
- 51
52 (5) Upon completing the investigation, which shall include reviewing
53 applicable data, the Equity Committee shall communicate its

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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.
- (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).

1 The complaint of the student shall not be dismissed for reasons of an
2 untimely filing or submission of the complaint, and appropriate
3 School District staff shall take such action as is reasonably necessary
4 to assist the student in filing the complaint

5
6 (5) Upon filing of a complaint or an allegation of charges by a student
7 alleging sexual harassment or discrimination, the principal, director,
8 or Superintendent, as the case may be, shall immediately take
9 reasonable and appropriate action to protect the student from any
10 condition harmful to the student, as reasonably necessary. Note: In
11 the event any employee of the School District receives a complaint
12 (whether verbally or in writing) of harassment or discrimination
13 from a student, then that employee shall take whatever emergency
14 action is necessary to protect the student, and shall thereafter
15 immediately report the matter, with written confirmation of the
16 report, to the principal, director or Superintendent of the School
17 District, as appropriate. After the appropriate action has been taken
18 to preserve the safety and well-being of the student, the
19 administrator to whom the complaint has been referred shall inform
20 the student and his or her parents of the existence of the Equity
21 Committee and the availability of that Committee to investigate and
22 report on the charge of discrimination or harassment.

23
24 (6) If the Equity Committee receives a complaint by a student of sexual
25 harassment or discrimination, then the Committee shall conduct its
26 investigation and issue its final written report in accordance with the
27 procedures specified elsewhere in School Board Rules.

- 28
29 F. The district's functions of leadership, technical assistance, and evaluation
30 shall be applied to the implementation of this commitment. The commitment
31 of providing equal educational opportunities shall apply in all program
32 areas.
- 33
34 G. This policy does not derogate any federal or state law, and should be
35 interpreted in a manner consistent with applicable court rulings and statutes
36 of Florida and the United States.
- 37
38 H. For additional information or to file a concern or complaint, contact an
39 Equity Committee member.
- 40
41 I. The School District encourages victims of sexual harassment to come
42 forward with such claims. This may be done through the Employee
43 Grievance Resolution Procedure or through a written complaint to the
44 Equity Committee.
- 45
46 J. Employees who feel that administrators or supervisors are conditioning
47 promotions, increases in wages, continuation of employment, or other
48 terms or conditions of employment upon sexual favors, are encouraged to
49 report these conditions to the appropriate administrator. If the employee's
50 direct administrator or supervisor is the offending person, the report shall be
51 made to the next higher level of administration or supervision.
- 52
53 K. Employees are also urged to report any unwelcome conduct of a sexual
54 nature by supervisors or fellow employees if such conduct interferes with

1 the individual's work performance or creates a hostile or offensive working
2 environment.

- 3
4 L. Confidentiality will be maintained in accordance with applicable statutes and
5 no reprisals or retaliation will be allowed to occur as a result of the good
6 faith reporting of charges of sexual harassment.
7
8 M. In determining whether alleged conduct constitutes sexual harassment, the
9 totality of the circumstances, the nature of the conduct, and the context in
10 which the alleged conduct occurred will be investigated.
11
12 N. Any employee found to have engaged in sexual harassment shall be subject
13 to sanctions, including, but not limited to, warning, suspension, or
14 termination subject to applicable procedural requirements.
15
16 O. It is the policy of the School District of Osceola County, to create an
17 educational and work environment free of harassment on the basis of race,
18 sex, national origin or handicap. The School District will not tolerate sexual
19 harassment activity by any of its employees. This policy similarly applies to
20 non-employee volunteers who work subject to the control of school
21 authorities.

22
23 Auth. 228.321, Florida Statutes; Title IX, Education Amendments of 1972:
24 DOE Guidelines, Federal Register Vol. 62, No 49 (March 13, 1997)
25

26 1.15 INVOLVEMENT OF STUDENTS IN POLITICAL ACTIVITY

27
28 Employees of the Osceola County School Board, shall not involve students in
29 political activities during the school day.
30

31 32 1.16 PERSONNEL RECORDS

33 34 1.16.1 Definition of Terms

35 36 A. Evaluations

37
38 Include classroom observations, annual evaluations, assessment,
39 reprimands, commendations and due process documentation.
40

41 42 B. Complaint

43
44 An accusation by any member of the public or School Board employee
45 charging an employee with misconduct and/or unacceptable performance.

46 47 C. Limited File

48 (Confidential File: available only to those with complete access)
49

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

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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.

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.

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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, and 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.

B. Access to Personnel Files

(1) The complete file is open as needed to:

- a. School Board Members and the School Board Attorney.
- b. Superintendent, Assistant Superintendents, Principals, Assistant Principals, or their respective designees.
- c. Supervisor of the employee.
- d. Employee.
- e. Designees of Employees.
- f. Law Enforcement personnel in a lawful criminal investigation.

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g. Professional support clerical personnel assigned to personnel files.

(2) The limited file is open to anyone who files and signs an appropriate request. After the request is filed an effort shall be made to provide current records within a reasonable time.

(3) All materials in the personnel file are subject to public review except as noted below for the period of time indicated. The contents of the Limited File include the following: *Amended 7/23/91*

	<u>ITEM(s)</u>	<u>TIMELINE</u>
a.	A complaint or any material relating to the investigation of a complaint.	Until: completion of preliminary investigation; no probable cause if found; investigation becomes inactive; or within sixty (60) days.
b.	Evaluation prepared prior to July 1, 1983.	Permanently exempt
c.	Evaluation prepared on or after July 1, 1983.	Exempt until the end of the school year following the school year during which the evaluation is made.
d.	Derogatory materials.	Exempt until 10 days after the employee has been notified.
e.	Payroll deductions, medical, psychiatric and psychological information and transcripts or placement information.	Permanently exempt except to a hearing officer, or panel.

C. Special Handling for Certain Materials Contained in Personnel Files

- (1) No anonymous letters or materials shall be placed in the file.
- (2) Materials which are derogatory to an employee may be placed in a personnel file only if they pertain to work performance, or other matters that may be cause for discipline, suspension or dismissal.
 - a. Such material must be reduced to writing within 45 days and signed by a person competent to know the facts or make the judgment. Additional material may be added to clarify or simplify as needed.

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- b. A copy of all such materials to be placed in the personnel file shall be provided to the employee either:
 - 1. by certified mail; return receipt requested to his/her address of record; or
 - 2. by personal delivery to the employee. Employee's signature on a copy of the materials signifies receipt only; or
 - 3. by a personal delivery to the employee with a statement by a witness certifying personal delivery to the employee.
- c. The employee has the right to answer in writing any such material in the personnel file.
- d. Upon a written request by an employee, the Superintendent or designee will make an informal inquiry regarding materials in the personnel file which the employee believes to be false. The official making the inquiry shall attach a written report of findings to the material in the file and send a copy to the employee.

D. General Information

- (1) Any employee may conveniently reproduce any material in the file at the cost specified by law.
- (2) The custodian of the personnel files will maintain a record in each file of persons reviewing the limited file each time it is reviewed except those having access to the complete file on an as needed basis.
- (3) Forms and materials necessary for normal business transactions will be a part of the personnel file.
- (4) A preliminary investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future.
- (5) A preliminary investigation of a complaint must terminate in any of the following ways:
 - a. With a finding that there is no probable cause to proceed further. A statement to that effect signed by a responsible investigating official shall be attached to the complaint.
 - b. With a finding that there is probable cause to proceed further or with disciplinary action taken or charges filed.

1 c. With the investigation ceasing to be active. An investigation
2 shall be presumed to be inactive if no finding relating to
3 probable cause is made within sixty (60) days after the
4 complaint is made.

5
6 (6) All requests for information must be in writing, subject to approval
7 by the Assistant Superintendents or Director of Finance.
8

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

10 Every person who has custody of personnel files shall permit the files to be
11 inspected and duplicated by any person desiring to do so at reasonable
12 times, under reasonable conditions, and under supervision by the custodian
13 of the records or designee. The records custodian or designee shall review
14 the employee's file for compliance with exemptions under Florida Statutes,
15 Chapter 231, before opening the file for inspection or duplication.
16

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

18 An individual access record must be added to the employee's file showing
19 the file was inspected and by whom.
20

21 The cost of reproducing copies of the records shall be as provided in section
22 1.20.2 of these Rules.
23

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

25 Personnel Files may include, but are not limited to the following
26 information:
27

28 INSTRUCTIONAL

29 Applications
30 Appointments (Form Only)
31 Authorization To Review File
32 Certificates And All Related Forms
33 Contracts And All Related Forms
34 Code Of Ethics Forms
35 Deficiency Forms (Certifications)
36 Employee Process Letter/Substitute Form
37 Evaluation/Observation Conference Reports
38 Inservice Printouts/Related Materials
39 Leaves of Absences/Change Forms
40 Letters of Commendation
41 Notification to Begin Work Letters
42 Reclassification/Transfers
43 Resignation
44 Resumes
45 Social Security Card
46 Transcripts and University Placement Data
47 Wage Verifications from Mortgage Companies
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PROFESSIONAL SUPPORT

Amended 6/29/93

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- 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 activities and operations;
- (5) The reduction of property, Workers' Compensation, and general liability losses.

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

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

- 1 (1) Each educational and ancillary plant shall be inspected at least once
2 during each fiscal year to determine compliance with standards of
3 sanitation and casualty safety prescribed in State Board Rules.
4
5 (2) Each educational and ancillary plant shall be inspected annually for
6 fire and safety by persons certified by the Division of State Fire
7 Marshal to be eligible to conduct fire safety inspections in public
8 educational and ancillary plants. Each fire safety inspection report
9 must include a plan of action and a schedule for correction of each
10 deficiency.
11
12 (3) If immediate life-threatening deficiencies are noted in any inspection,
13 the deficiency shall be promptly corrected or the educational plant
14 shall be withdrawn from use until such time as the deficiencies are
15 corrected.

16
17 **1.18 DRUG-FREE WORKPLACE**

18
19 1.18.1 No employee of the School Board shall manufacture, distribute, dispense, possess,
20 use, or be under the influence in the workplace of any alcoholic substance, any
21 intoxicating or auditory, visual, or mental altering chemical or substance or narcotic
22 drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other
23 controlled substance as defined by federal or state law or rule, or any counterfeit of
24 such drugs or substances all being collectively referred to as drugs.

25
26 It is recognized that prescription drugs are necessary, but the abuse of such drugs is
27 a violation of the policy.

28
29 "Workplace" is defined as the site for the performance of work done in connection
30 with employment. That includes any school building, any school premises; any
31 school vehicle, or any vehicle used to transport students to and from school and
32 school activities off school property during any school-sponsored or school
33 approved activity, event or function, such as a field trip or athletic event, where
34 students are under the jurisdiction of the School District. *Amended 6/30/92*

35
36 1.18.2 Upon reasonable suspicion of drug and/or alcohol abuse, documented by the
37 School Board adopted checklist, written notification shall be given to the employee
38 and a professional evaluation, which may include drug and/or alcohol testing as
39 recommended, shall be performed by qualified personnel.

40
41 Any employee testing positive will be considered in violation of the Drug-Free
42 Workplace policy.

43
44 Any employee violating the above policy is subject to discipline, up to and
45 including termination and referral for prosecution, for the first offense.
46 *Amended 6/29/93*

47
48 1.18.3 Employees have the right to know the dangers of drug and/or alcohol abuse in the
49 workplace, the school district's policy about them, and what help is available to
50 combat drug and/or alcohol problems. This document spells out the school
51 district's policy. The school district will institute an education program for all
52 employees on the dangers of drug and/or alcohol abuse in the workplace. All
53 employees are encouraged to self-identify and to participate in the following
54 rehabilitative help:

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Medical benefits for substance-abuse treatment

Information about community resources for assessment and treatment

Counseling program

Employee Assistance Program

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

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

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

1.18.5 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM
Adopted 5/2/95

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

A. Definitions

(1) Alcohol:

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

(2) Alcohol Use:

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

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(2) Controlled Substance or Drug:

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

(3) Covered Employees:

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

(4) Medical Review Officer (MRO):

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

(5) Program Manager:

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

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

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

1 (8) Substance Abuse Professional:
2

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

10
11 B. Policy
12

13 Covered employees testing positive for alcohol (concentration of .02 or
14 greater) and controlled substances are in violation of district policy and will
15 be removed from safety sensitive positions immediately. Any violation of
16 federal, state, or district policy shall be grounds for dismissal. Any
17 employee who is terminated for violation of this policy shall be provided
18 with a list of substance abuse providers.
19

20 Employees shall not report for duty or remain on duty requiring the
21 performance of a safety sensitive function when the employee uses any
22 controlled substance, except when the use is pursuant to the instructions of
23 a physician who has documented to the employee that the controlled
24 substance will not adversely effect the employee's ability to perform safety-
25 sensitive functions. It is the responsibility of the employee to notify the
26 district of physician directed use of controlled substances. Employees shall
27 not use or possess alcohol while performing safety sensitive functions.
28 Employees shall not perform safety sensitive functions within four hours
29 after using alcohol. Employees shall not report for duty or remain on duty
30 requiring the performance of a safety sensitive function when the employee
31 uses any alcohol or while having an alcohol concentration of 0.02 or
32 greater.
33

34 C. Testing and Analysis
35

36 It is the intent of the school district to comply with all alcohol and controlled
37 substance testing procedures contained in applicable laws and regulations.
38 The school district recognizes the need to protect individual dignity, privacy
39 and confidentiality in the program. Specimen analysis shall be conducted in
40 a manner to assure a high degree of accuracy and reliability and using
41 laboratory facilities which are certified by the United States Department of
42 Health and Human Services, and the Florida Agency for Health Care
43 Administration.
44

45 The following are conditions under which testing may be conducted:
46

47 (1) Pre-Employment Testing
48

49 As a condition of employment, all applicants for employment with
50 the district who are required to possess a commercial Driver's
51 License will submit to a drug test prior to employment in accordance
52 with applicable state and federal law. Any applicant who previously
53 failed a drug or alcohol test by a covered employer shall be
54 disqualified from employment by the district, unless otherwise

1 provided by law. If the district, in conformance with the law, hires
2 the employee, the employee will be subject to return to duty and
3 follow-up testing. *Amended 6/27/95*

4
5 (2) Reasonable Suspicion Testing

6
7 A supervisor or designee who has been trained in accordance with
8 the requirements of federal regulations shall require an employee to
9 submit to an alcohol or drug test when there exists reasonable
10 suspicion that an employee has violated this policy.

11
12 Reasonable suspicion must be based on documented objective facts
13 and circumstances which are consistent with the long-term and
14 short-term effects of alcohol or substance abuse, including but not
15 limited to, physical signs or symptoms, appearance, behavior,
16 speech, odor, patterns of absenteeism, inefficiency, and
17 misconduct.

18
19 The required observations for alcohol and/or controlled substance
20 reasonable suspicion testing shall be made by a supervisor or
21 designee who has been trained for at least 60 minutes on alcohol
22 misuse and an additional 60 minutes on controlled substance
23 misuse.

24
25 (3) Post-Accident Testing

26
27 Alcohol or drug testing will be administered when the employee was
28 performing a safety sensitive function and an accident occurs. For
29 the purposes of post-accident testing, the term "accident" is defined
30 in 49 C.F.R. ss 390.5. Testing will occur if the accident resulted in
31 a fatality; or if the driver receives a citation under state or local law
32 for a moving traffic violation arising from the accident and there is
33 bodily injury to a person who immediately receives treatment away
34 from the scene of the accident or one or more of the vehicles
35 involved was towed from the scene due to operational impairment.
36 Such testing must be conducted within the time limits set forth by
37 law: alcohol testing will occur within 8 hours of the accident and
38 drug testing will occur within 32 hours of the accident. An employee
39 who is subject to post-accident testing must remain available to be
40 tested, or the employee will be considered to have refused to submit
41 to testing.

42
43 (4) Random Testing

44
45 All covered employees shall be subject to random, unannounced
46 drug and alcohol testing while on duty. The annual random rate for
47 alcohol testing shall be greater than or equal to 25% of the covered
48 employees. The annual random rate for controlled substance testing
49 shall be greater than or equal to 50% of the covered employees.
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1 (5) Return to Duty and Follow-up Testing

2
3 In the event a decision is made to return an employee to duty
4 following a positive finding for alcohol or controlled substances, at
5 the employee's expense, the employee will be required to be tested
6 prior to returning to work. The employee must be evaluated by a
7 substance abuse professional and participate in any assistance
8 program prescribed. At the employee's expense, the employee shall
9 be subject to a minimum of six unannounced follow-up controlled
10 substance and/or alcohol tests in the first 12 months.

11
12 D. Positive Results

13
14 (1) Prior to verifying a positive test result, the MRO shall make every
15 reasonable effort to contact the employee by telephone and afford
16 him/her the opportunity to discuss the test result. The employee will
17 immediately telephone the MRO when notified that the MRO is
18 attempting to contact said employee. If, after making all reasonable
19 efforts, the MRO is unable to contact the employee directly, the
20 MRO shall contact the program manager. The employee will be
21 suspended until the matter is resolved, or pending further School
22 Board action, which may include suspension without pay or
23 termination.

24
25 (2) Any employee who questions the results of a required drug test set
26 forth in this policy may request that a test of the split sample be
27 conducted within 72 hours of being notified by the MRO. The
28 Superintendent will not recommend further job action to the School
29 Board against the employee, including suspension without pay
30 and/or any other permitted action under this policy during this 72-
31 hour period, and if a split sample test is timely requested, during
32 such period of time reasonably necessary for the test results to be
33 obtained from the testing lab. This test may be conducted at the same
34 or different testing laboratory, as long as that laboratory is a United
35 States Department of Health and Human Services certified
36 laboratory. The employee shall be responsible for prepayment of the
37 second test by certified check or money order. The cost of the
38 second test will be reimbursed to the employee only if the second
39 test results are negative. If the second portion of the sample also
40 tests positive, then the employee is subject to the sanctions of this
41 policy. If the second portion produces a negative result, or for any
42 reason the second portion is not available, the test is considered
43 negative and no sanctions are imposed.

44
45 1.18.6 All employees are asked to acknowledge that they have read the above policy and
46 agree to abide by it in all respects. By law, this acknowledgment and agreement are
47 required of each employee as a condition of continued employment.

48
49 1.19 TOBACCO-FREE WORKPLACE

50
51 1.19.1 All buildings owned or operated by the School Board shall be tobacco-free.
52 *Amended 6/30/92*
53

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

3
4 1.20 PUBLIC RECORDS *Adopted 7/23/91*

5 Public Records means all documents, papers, letters, maps, books, tapes,
6 photographs, films, sound recordings or other material, regardless of physical form
7 or characteristics, made or received pursuant to law or ordinance or in connection
8 with the transaction of official business of any agency.
9

10
11 1.20.1 Inspection Procedures

12
13 A. Every person who has custody of a public record shall permit the record to
14 be inspected and examined by any person desiring to do so, at any
15 reasonable time, under reasonable conditions, and under supervision by the
16 custodian of the public record or his designee.

17
18 B. All public records which are presently provided by law to be confidential or
19 prohibited from being inspected by the public are exempt from inspection or
20 duplication.
21

22 1.20.2 Duplication Fees

23
24 A. When a copy of a public record is requested, the custodian of the record, or
25 his designee, is authorized to furnish a copy of the record. Reproduction of
26 public records is to be done on the School Board premises.

27
28 B. The custodian shall furnish a copy of the public record upon payment of
29 fifteen cents (15¢) per one-sided copy or twenty cents (20¢) for each two-
30 sided duplicated copy of not more than 14" by 8 1/2". For all other copies,
31 the charge shall be the actual cost of duplication, but not less than the above
32 charges. *Amended 7/21/98*

33
34 C. A fee of one dollar (\$1.00) shall be charged for certification of a public
35 record, using the District Seal.

36
37 D. If the nature or volume of the public records requested to be inspected,
38 examined or copied requires extensive use of information technology
39 resources and/or extensive clerical or supervisory assistance by District
40 personnel, the District may charge, in addition to the above, a special
41 service charge which shall be reasonable and shall be based upon the cost
42 incurred by the District.

43
44 E. If requested, the custodian will mail public records by a method of the
45 custodian's choice. The records will not be mailed until the custodian
46 receives the actual cost of the mailing and duplication charges from the
47 person requesting the duplicated records. However, the requester may pick
48 up the public records at any time in lieu of paying for mailing costs.
49 Transcripts as described in section 6.4K(2) of these Rules shall be mailed at
50 no charge. *Adopted 7/21/98*

1 1.21 AIDS/HIV TESTING *Adopted 6/29/93*

2
3 This policy applies to all present employees of the School Board and applicants for
4 positions with the School Board who are or may be HIV positive or have or may
5 have AIDS.
6

- 7 A. Employees who are HIV positive or have AIDS will remain in their jobs as
8 long as they are able to perform the essential functions of the job with
9 reasonable accommodation.
10
11 B. The School Board may not require an employee or applicant to take an HIV-
12 related test as a condition of hiring, promotion or continued employment
13 unless the absence of the HIV infection is a bona fide occupational
14 qualification for the job in question. Nor may the School Board segregate
15 or classify an employee in such a way so as to deprive the employee of
16 employment opportunities or affect his or her status as an employee, or
17 otherwise discriminate against any employee with respect to compensation,
18 terms, conditions, or privileges of employment, on the basis of the results
19 of an HIV-related test, unless the absence of HIV infection or AIDS is a
20 bona fide occupational qualification for the job in question.
21
22 C. The School Board may not require an HIV-related test unless it is necessary
23 to ascertain whether the employee is able to currently perform essential
24 duties of the job in a reasonable manner or whether an employee will
25 present a significant risk of transmitting HIV infection or AIDS to other
26 persons in the course of normal work activities. The safety of students and
27 other employees shall be of paramount concern to the School Board with
28 respect to these issues. However, the test will not be administered unless
29 there are no reasonable accommodations short of requiring the test.
30
31 D. The School Board may take job action against an employee, as permitted by
32 law, where an employee is unable to perform the essential requirements of
33 his or her job, with reasonable accommodations, or for refusal to take an
34 examination or test directed by the School Board.
35

36 1.22 ZERO TOLERANCE FOR WORKPLACE VIOLENCE *Adopted 6/17/97*

- 37
38 A. Employees shall not engage in speech, conduct, behavior, verbal or
39 nonverbal, or commit any act of any type which is reasonably interpreted as
40 abusive, profane, intolerant, menacing, intimidating, threatening, or
41 harassing against any person in the workplace.
42
43 "Person" means any natural person, including an employee, student, parent,
44 or guardian.
45
46 B. "Workplace" means any place where job performance is implicated,
47 including but not limited to, any facility owned and operated by the School
48 Board, during travel to and from any educational facility, attendance at any
49 school related or school sponsored function, and any environment where
50 the reputation and credibility of the School District may be impaired by
51 inappropriate conduct.
52
53

- 1 C. Each employee must report to his or her immediate supervisor any violation
2 of this policy. If, for any reason, an employee believes that he or she
3 cannot report a violation of this rule to the immediate supervisor, the
4 complaint must be filed with the Superintendent.
5
6 D. Violation of this policy by an employee will subject that employee to
7 disciplinary action up to and including termination from employment.
8
9 E. The Superintendent shall establish procedures for the implementation of this
10 policy.
11

12 Auth. 231.001 & 230.23(5), FS

13
14 1.23 AFFIRMATIVE ACTION *Adopted 6/28/94*

15
16 Affirmative Action is a concept which requires an employer to do more than refrain
17 from discriminatory practices and policies, and to go beyond the maintenance of
18 policies of passive non-discrimination, by taking positive results-oriented steps
19 toward the elimination of discriminatory barriers.
20

21 There is hereby created an Affirmative Action Committee which shall
22 consist of fifteen (15) members. The members of the Committee shall be
23 recommended by the Superintendent and appointed by the School Board
24 and shall serve three (3) years. The following shall apply to the operation
25 of the Affirmative Action Committee:
26

- 27 A. The Affirmative Action Committee is distinguished from the Equity
28 Committee of the School Board, which investigates individual
29 complaints, in that the Affirmative Action Committee is not
30 necessarily comprised solely of employees of the District. The
31 Affirmative Action Committee shall not have access to materials or
32 items which are confidential by law.
33
34 B Responsibilities of the Affirmative Action Committee shall include
35 but not be limited to the following:
36
37 (1) Monitoring all educational programs and employment
38 opportunities to ensure that they are available to all
39 individuals with the district who are eligible under the State
40 of Florida and the School Board of Osceola County, Florida.
41
42 (2) Monitoring the hiring of protected classes of employees.
43
44 (3) Reviewing promotional opportunities for protected class
45 employees.
46
47 (4) Reviewing the percentage of disciplinary actions against
48 protected classes of students and employees.
49
50 (5) Monitoring the participation of protected classes of students
51 and parents in school activities and providing motivational
52 programs to promote increased participation if needed.
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- (6) Monitoring the dropout rate among protected classes of students.
- (7) Monitoring academic skills among protected classes of students.
- (8) Reviewing curriculum content to ensure motivation and self-esteem development for protected classes of students.
- (9) Monitoring the providing of programs designed to create awareness of college/vocational opportunities.
- (10) Monitoring retention of teachers among protected classes.
- (11) Monitoring redistricting activities and out-of-zone transfers.

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

D. The Superintendent shall name a representative as an ex-officio member of the Affirmative Action Committee, and shall make the facilities of the School Board available for the business of the Committee, including meeting locations, use of equipment for preparation of reports, communications of official business of the Committee and for other similar purposes, and shall provide reasonable secretarial and clerical services.

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 School 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 School Board action in accordance with law.

E. Implementation *Revised 4/14/92*

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

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

1.24 TITLE 1 COMPARABILITY *Adopted 7/23/91, Amended 6/15/99*

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

1.25 PUBLIC CONDUCT ON SCHOOL PROPERTY AND THROUGH COMMUNICATIONS *Adopted 6/15/99*

It is the intent of the School Board to promote respect, civility, and orderly conduct among district employees, parents, and the public. It is not the intent of the School

1 Board, however, to deprive any person of his or her right to freedom of
2 expression. The intent of this policy is to maintain, to the greatest extent reasonably
3 possible, a safe, harassment-free workplace for teachers, students, administrators,
4 other staff, and parents and other members of the community.

5
6 In the interest of presenting teachers and other employees as positive role models,
7 the School Board encourages positive communication and discourages disruptive,
8 volatile, hostile, or aggressive communications or actions.
9

10 A. Authority to Direct Persons to Leave School or School Board Premises.

11 Any individual who:

- 12
13
14 (1) Disrupts or threatens to disrupt school or school district
15 operations;
16
17 (2) Threatens to or attempts to do or does physical harm to
18 school board personnel, students, or other persons lawfully
19 on a school campus or school board premises;
20
21 (3) Threatens the health or safety of students, school board
22 personnel, or other persons lawfully on a school campus or
23 school board premises;
24
25 (4) Intentionally causes damage to school, school board
26 property, or property of others lawfully on a school campus
27 or school board premises;
28
29 (5) Uses loud or offensive language; or
30
31 (6) Without authorization comes on a school campus or other
32 school board premises may be directed to leave the school
33 campus or school board premises by a school's principal or
34 assistant principal, or in their absence a person who is
35 lawfully in charge of the school, or any district level
36 administrator including the Superintendent of schools.
37

38 If the person refuses to leave the premises as directed, the administrator or
39 other authorized personnel shall seek the assistance of law enforcement and
40 request that law enforcement take such action as is deemed necessary.
41

42 If the offender threatens personal harm, the employee may contact law
43 enforcement.
44

45 B. Authority to Deal with Persons who are Verbally Abusive:

46
47 If any member of the public uses obscenities or speaks in a demanding,
48 loud, insulting, and/or demeaning manner, the employee to whom the
49 remarks are directed shall warn the speaker to communicate civilly. If the
50 verbal abuse continues, the employee to whom the remarks are directed
51 may, after giving appropriate notice to the speaker, terminate the meeting,
52 conference, or telephone conversation. If the meeting or conference is on a
53 school campus or school board premises, any employee may request that an

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administrator or other authorized personnel direct the speaker to promptly leave the premises.

If the person refuses to leave the premises as directed, the administrator or other authorized personnel shall seek the assistance of law enforcement and request that law enforcement take such action as is deemed necessary.

If the employee is threatened with personal harm, the employee may contact law enforcement.

C. Abusive, Threatening, or Obscene Email or Voice Mail Messages:

If any district employee receives an email or voice mail message which is abusive, threatening, or obscene, the employee is not obligated to respond to the email or return the telephone call. The employee may save the message and contact the Superintendent or his/her designee.

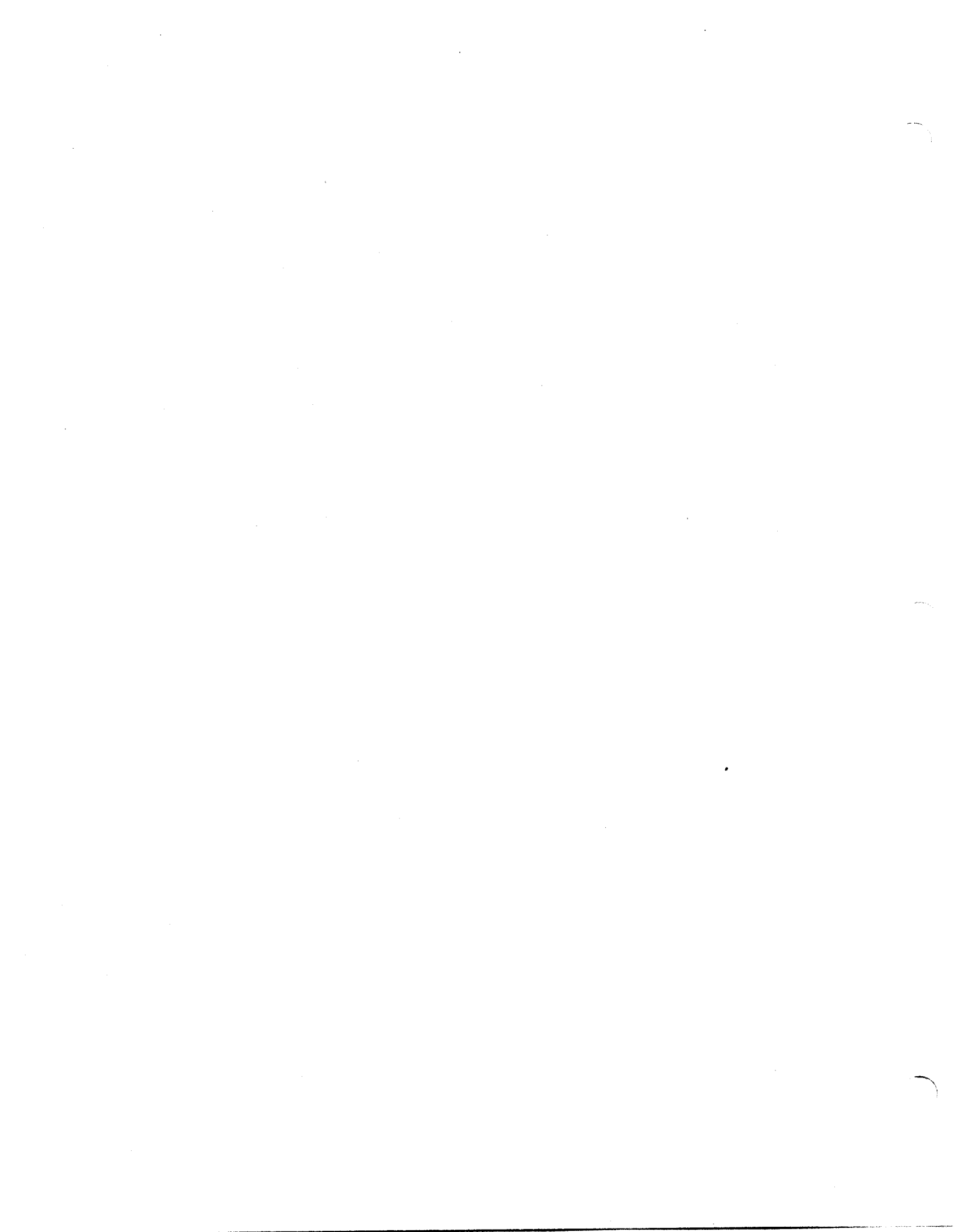
If the message threatens personal harm, the employee may contact law enforcement.

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Chapter 2

District Financial Administration

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1 **2.0 DISTRICT FINANCIAL ADMINISTRATION**

2
3
4 **2.1 GOALS**

5
6 The Board shall:

- 7
8 A. Provide professionally trained personnel to assist the Superintendent and
9 School Board in administering the fiscal aspects of the District and local
10 school program.
11
12 B. Utilize a uniform system of financial accounting as prescribed by the Florida
13 Statutes, State Board Regulations, the Auditor General's office and the
14 School Board's Rules.
15
16 C. Implement a long-range plan of programming, planning and budgeting,
17 including cost analysis at time intervals consistent with statewide schedules
18 of adoption.
19
20 D. Develop district-wide administrative services which promote greater
21 operational efficiency and financial economy.
22

23 Auth: 230.22, F.S.

24 Imple: 237.01, 237.34 and 230.22(5), F.S.
25
26

27 **2.2 BUSINESS OPERATIONS**

28
29 **2.2.1 District Financial Records**

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

1 Board Regulations. These actions must be published and distributed in
2 sufficient time prior to the effective date to ensure an orderly transition.

3
4 Auth: 320.22, F.S. Imple: 237.01 and 237.34, F.S.; and SBR 6A-1.01

5
6 2.2.2 District School Budgets

7
8 A. Annual Budget

9
10 The annual budget shall be prepared, advertised, presented at a public
11 hearing, adopted by the School Board, and submitted to the Commissioner
12 of Education in accordance with State Board Regulation 6A-1.002 and
13 Chapter 237, Florida Statutes. *Amended 6/30/92*

14
15 B. Budget Amendments *Revised 11/7/95*

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

21
22 Amendments to the Special Revenue-Other Fund will be considered
23 approved by the School Board at the time the Board approves an entitlement
24 grant where the grant application includes a budget summary.

25
26 Impl: 237.02(3), F.S.; 6A-1.006, FAC.

27
28
29 C. Financial Statements

30
31 In addition to other financial reports required by law or by State Board
32 Regulations, the Superintendent shall submit to the Board a monthly
33 financial statement, as prescribed by the Board.

34
35 D. Capital Improvement Fund *Amended 7/2/96*

36 The School Board shall establish a depository account into which shall be
37 deposited proceeds and interest earned from the sale of school district bonds
38 as required by State Requirements for Educational Facilities.

39
40 Separate project accounts or construction accounts shall be kept for all
41 capital outlay projects subject to the provisions of Section 235.26(4). F.S.,
42 in accordance with State Board Rule 6A-1.011. *Amended 6/30/92*

43
44
45 Auth: SREF Chapter 2.1(3).

46
47 E. Execution of Budget

48 It shall be the duty of the Superintendent and the School Board to take
49 whatever action is necessary during the fiscal year to keep expenditures and
50 obligations within the budgeted income in accordance with State Board
51 Regulation 6A-1.007.
52
53

1 F. Purchasing Policies

2
3 The Superintendent is directed to centralize the purchasing activities of the
4 District within the guidelines and requirements of State Board Rule 6A-
5 1.012. All purchases shall be made through the Purchasing Department of
6 the Board except to the extent expressly noted hereinafter.

7
8 The Superintendent shall publish a Purchasing Manual defining guidelines
9 and procedures for conducting the function of purchasing in accordance
10 with the policy stated herein and consistent with State Board Rule 6A-
11 1.012.

12
13 (1) Purchase Orders and Contracts *Revised 6/28/94*

14
15 (a) School Board Approval Required

16
17 All purchases except petty cash purchases and those
18 otherwise authorized herein will be based on purchase orders
19 issued by the Purchasing Department of the School District.
20 All purchase orders and contracts equal to or exceeding the
21 amount requiring bids according to State Board Rule 6A-
22 1.012(6), must be approved in advance by the School
23 Board.

24
25 (b) Purchasing Department to Issue Purchase Orders for
26 Purchases Between \$1,000.00 and the Dollar Amount at
27 Which School Board Approval is Required. Other
28 Designees Authorized to Issue Purchase Orders Less Than
29 \$1,000.00 *Amended 7/21/98*

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

49
50 Principals and District Level Administrators are authorized to
51 enter into contracts to be paid from or into internal funds,
52 and contracts which do not involve the expenditure of funds,
53 so long as those contracts comply with this rule. The

1 Principal or District Level Administrator is authorized to
2 enter into contracts, which involve the expenditure of funds
3 which are not internal funds so long as those contracts do
4 not exceed \$1000.00 in monetary impact. If the monetary
5 impact is greater than \$1000.00 and less than or equal to the
6 amount requiring bids according to State Board Rule 6A-
7 1.012(6), then the Superintendent is authorized to approve
8 the contract and that contract will be reported to the School
9 Board. If the monetary impact is greater than the amount
10 requiring bids according to State Board Rule 6A-1.012(6),
11 then it must be approved in advance by the School Board.

12
13 Contracts will be consistent with the best interests of the
14 School District and will provide adequate financial protection
15 for the District. The terms of the contracts will not violate
16 the code of ethics for public officers and employees, Chapter
17 112, Florida Statutes. The School Board may adopt
18 standard provisions which will be circulated to Principals
19 and Administrators. If a contract is not consistent with the
20 standard contract provisions, it must be approved by the
21 School Board.

22
23 (c) State Price List

24 As required by Section 230.23, subsection (10)(j), Florida
25 Statutes, consideration shall be given to price agreements
26 and state contracts available under regulations of the
27 Department of Management Services, Division of
28 Purchasing.
29

30
31 (d) Purchasing Department is Responsible to Develop Product
32 Specifications

33 The Purchasing Department of the School District shall have
34 the sole responsibility and authority to develop specifications
35 for services or products to be purchased. The Purchasing
36 Department shall work in consultation with other employees
37 of the District and its consultants where necessary to develop
38 specifications, and it shall be the responsibility of the
39 Purchasing Department to assure to the greatest extent
40 possible the standardization of specifications on a District-
41 wide basis so that the greatest efficiency in volume
42 purchasing may be achieved.
43

44
45 (e) Scope of Transactions Covered by this Policy

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

(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:

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(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:

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

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

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

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

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

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The School Board finds that a substantial interest in the public welfare is the timely award of contracts when required as a condition of receiving grants or funds from outside sources which will be in addition to the regular school budget.

- (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

1 authorized to publish a Property Records Manual and Surplus
2 Property Manual defining guidelines and procedures for conducting
3 the function of maintaining Property Records in the District.
4

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

7 Term contracts are subject to the availability of lawfully appropriated
8 funds. Term contracts may be written from fiscal year to year where
9 the following statement is included in the contract: The School
10 Board's performance and obligation to pay under this contract is
11 contingent upon an annual appropriation by the School Board.
12

13 The term "contract" when used in this section shall not apply to
14 intergovernmental or interlocal agreements.
15

16 Auth. 237.02(1)(a) & 237.161, FS
17

18 (8) Hazardous Purchases *Adopted 6/30/92*
19

20 The purchase of chemicals for use in Science Labs and Art
21 classrooms and the purchase of playground equipment must be
22 authorized by the Risk and Benefits Management Department to
23 ensure that proper safety standards are met.
24

25 (9) Purchasing Cards *Adopted 7/21/98*
26

27 The Superintendent is authorized to issue procedures governing the
28 use of purchasing cards to delegate authority to individuals to make
29 purchases of up to \$1,000.00 with purchasing cards.
30

31 Improper use of such cards, failure to provide documentation of
32 purchases, or other violations of such procedures shall be grounds
33 for disciplinary action up to and including termination.
34

35 G. Capital Outlay *Amended 6/30/92 & 7/2/96*
36

37 The Capital Outlay Fund shall be administered in accordance with State
38 Requirements for Educational Facilities and any other regulations governing
39 capital outlay funds and expenditures.
40

41 (1) School Plant Survey *Amended 7/2/96*
42

43 If at any time there is reason to believe that conditions in the District
44 have changed so that the conditions of the most recent survey have
45 become obsolete and invalid, the School Board may arrange for a
46 new survey and prepare a new priority list in accordance with the
47 provisions of State Requirements for Educational Facilities.
48

49 Auth: SREF, Chapter 3.1.
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(2) Cooperative Use of Facilities

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

- a. Adopt and submit to the Commissioner of Education a joint resolution indicating their commitment to the utilization of the requested facility.
- 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 School 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 School 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 School 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).

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

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

I. Fidelity Bonds

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

J. Workers' Compensation

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

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

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

1 An employee who has been assigned a permanent impairment rating shall
2 receive consideration for open positions within the School District, provided
3 the employee is qualified for the position. If there are no positions available
4 for which the employee is qualified, the employee will be terminated and be
5 eligible for wage loss as required by the workers' compensation statutes.
6

7 Auth: 230.22, F.S.
8

9 Imple: 237.01, 237.02, 237.041, 237.071, 237.081, F.S.; SBE
10 Regulations 6A-1.02, 6A-1.03, 6A-1.06, and 6A1.08; 230.22(5),
11 F.S.; 236.084 and 236.035, F.S., and SBE Regulation 6A-1.09;
12 236.02, F.S.; 237.101, F.S. and SBE Regulation 6A-1.07; SBE
13 Regulation 6A-1.12, and 230.23(10)(j), F.S.; SBE Regulation
14 6A-7.42(2)(g)2, and 228.195, F.S.; SBE Regulation 6A-1.13;
15 SBE Regulations 6A-1.15, 6A-1.29 and 6A1.30, 229.053 and
16 229.512, F.S.; 236.612, F.S., and SBE Regulations 6A1.301 and
17 6A-1.34; SBE Regulation 6A1.57; SBE Regulation 6A-1.692,
18 and 237.191, F.S.; 237.34, F.S. and SBE Regulation 6A1.87 and
19 6A1.85; 233.46(1), 215.19 and Chapters 230, 235, 274, and
20 440, F.S.
21

22 **K. Reporting Claims or Potential Claims Against the School Board**
23 *Adopted 6/17/97*
24

25 All employees of the School District shall immediately notify their
26 administrator or supervisor of all claims made, or potential claims which
27 may be made, against the School Board of Osceola County, Florida, its
28 agents, representatives, or employees. For the purposes of this procedure,
29 the terms "claim" and "potential claim" shall include, but not be limited to,
30 Equal Employment Opportunity Commission complaints, Florida
31 Commission on Human Relations complaints, Office of Civil Rights
32 complaints, letters sent pursuant to §768.28, Florida Statutes, requests for
33 due process hearings under IDEA, letters threatening litigation or legal
34 action of any kind, and subpoenas for deposition or for trial.
35

36 "Claim" and "potential claim" do not include claims which the employee has
37 brought or plans to bring against the District himself or herself.
38

39 All administrators shall notify Risk and Benefits Management in writing of
40 all claims or potential claims against the School Board. The written notice
41 shall be provided the first working day after the administrator becomes
42 aware of the claim or potential claim. The written notice shall also include
43 copies of all documents in the administrator's possession which explain the
44 claim, and the administrator's summary of the events and circumstances
45 surrounding the claim. If the claim was made verbally to the administrator,
46 a summary of the conversation should be reduced to writing, signed by the
47 individual reporting the claim or potential claim, and forwarded to Risk and
48 Benefits Management with the notice of the claim.
49

50 The Superintendent shall establish procedures for the implementation of this
51 policy.
52

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

1
2 2.2.3 Investments Revised 6/28/94 & 11/7/95

3
4 A. SCOPE

5
6 This investment policy applies to funds of the School District of Osceola
7 County, Florida in excess of those required to meet short-term expenses.
8 Excluded are pension funds, trust funds, and funds related to the issuance
9 of debt where there are other existing policies or indentures in effect for
10 such funds.

11
12 B. INVESTMENT OBJECTIVES

13
14 The District's principal investment objectives, in order of importance, are:

- 15
16 (1) Safety of capital - no investment will be purchased bearing any
17 significant risk that the issuer may default or that the value of the
18 security at the anticipated date of redemption plus income received
19 will be less than its cost.
20
21 (2) Liquidity of funds - no investment will be made that matures after
22 the anticipated date funds will be needed or that is not readily
23 marketable.
24
25 (3) Investment income - subject to constraints of safety, liquidity, and
26 permitted investments, investments will be purchased to maximize
27 the return on funds.
28

29
30 C. PERFORMANCE MEASUREMENT

31
32 In order to assist in the evaluation of the portfolio's performance, the
33 School Board will use performance benchmarks. The use of benchmarks
34 will allow the Board to measure its returns against other investors in the
35 same markets. The State Board of Administration's Local Government
36 Surplus Funds Trust Fund (the "SBA Pool") will be used as a benchmark
37 as compared to the portfolios' net book value rate of return.

- 38
39 (1) An established benchmark, with a duration and asset mix which
40 approximates the School Board's portfolio, will be utilized as a
41 benchmark to be compared to the portfolio's net market value rate of
42 return.
43
44 (2) The annual report will show performance on both a book value and
45 market value return basis and will compare the results to the above-
46 stated performance benchmarks.

47
48 D. PRUDENCE AND ETHICAL STANDARDS

49
50 The Superintendent is authorized to designate employees of the School
51 Board to initiate and authorize investment transactions and to contract for
52 professional investment advisory services. Employees of the School Board
53 and its agents charged with carrying out investment activities will act in

1 accordance with the Prudent Person Rule: "Investments should be made
2 with judgment and care, under circumstances then prevailing, which
3 persons of prudence, discretion, and intelligence exercise in the
4 management of their own affairs, not for speculation, but for investment,
5 considering the probable safety of their capital as well as the probable
6 income to be derived from the investment." Persons performing investment
7 activities in accordance with standard and written applicable policies and
8 procedures shall not be personally responsible for an individual security's
9 credit risk or market price changes.

10
11 E. AUTHORIZED INVESTMENTS

12 Permitted investments are limited to the following:

- 13
14
15 (1) The Local Government Surplus Funds Trust Fund, as created by
16 Section 218.405, Florida Statutes;
17
18 (2) Negotiable direct obligations of, or obligations the principal and
19 interest of which are unconditionally guaranteed by, the United
20 States Government at the then prevailing market price for such
21 securities;
22
23 (3) Interest-bearing time deposits or savings accounts in banks
24 organized under the laws of this state, in national banks organized
25 under the laws of the United States and doing business and situated
26 in this state, in savings and loan associations which are under state
27 supervision, or in federal savings and loan associations and credit
28 unions located in this state and organized under federal law and
29 federal supervision, provided that any such deposits are secured by
30 collateral as may be prescribed by law;
31
32 (4) Obligations of the federal farm credit banks; the Federal Home Loan
33 Mortgage Corporation, including Federal Home Loan Mortgage
34 Corporation participation certificates; or the Federal Home Loan
35 Bank or its district banks or obligations guaranteed by the
36 Government National Mortgage Association.
37
38 (5) Obligations of the Federal National Mortgage Association, including
39 Federal National Mortgage Association participation certificates and
40 mortgage pass-through certificates guaranteed by the Federal
41 National Mortgage Association; or
42
43 (6) Securities of, or other interest in, any open-ended or closed-end
44 management type investment company or investment trust registered
45 under the Investment Company Act of 1940, 15 U.S.C. ss. 80A-1
46 et seq., provided the portfolio of such investment company or
47 investment trust is limited to United States Government obligations
48 and to repurchase agreements fully collateralized by such United
49 States Government obligations and provided such investment
50 company or investment trust takes delivery of such collateral either
51 directly or through an authorized custodian.
52
53

1 (7) Repurchase agreements fully collateralized by obligations of the
2 U.S. Treasury or federal agencies as described in sections (2), (4)
3 and (5) above.
4

5 F. MATURITY AND LIQUIDITY REQUIREMENTS

6 The investment portfolio shall be structured to provide sufficient liquidity to
7 pay obligations as they come due. To the extent possible, investment
8 maturities will be timed to coincide with known cash needs and anticipated
9 cash flow requirements.
10

11 G. PORTFOLIO COMPOSITION

12 Individual securities with maturity dates in excess of five years may be
13 purchased only with advance approval of the School Board.
14

15 H. RISK AND DIVERSIFICATION

16 The portfolio shall be diversified to avoid incurring unreasonable risks
17 regarding specific security types or individual financial institutions.
18

19 I. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

20 Reputable securities brokers and dealers may be utilized in acquiring
21 investment securities, provided that any professional investment advisor
22 employed by the School Board may not act as a broker/dealer for trades
23 with the School Board.
24

25 J. THIRD-PARTY CUSTODIAL AGREEMENTS

26 All securities purchased by the School Board will be held by a third-party
27 custodian. Third-party custodial agreements will be approved by the School
28 Board. Withdrawals of securities may be made only by the Superintendent
29 or other employee of the Board as authorized by the Superintendent.
30

31 Securities transactions between a broker-dealer and the custodian involving
32 the purchase or sale of securities by transfer of money or securities must be
33 made on a delivery vs. payment basis.
34

35 K. DERIVATIVES AND REPURCHASE AGREEMENTS

36 All repurchase agreements will adhere to the requirements of a Master
37 Repurchase Agreement which will be entered into between the School
38 Board and each financial institution or dealer prior to any repurchase
39 agreement transactions.
40

41 Reverse repurchase agreements and investments in any derivative products
42 are specifically prohibited.
43
44
45
46
47
48
49
50
51
52

1 L. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

2
3 After the type of investment to be purchased has been selected by the
4 investment advisor or designated staff member and when feasible and
5 appropriate, competitive bids will be solicited from a minimum of three
6 banks and/or dealers. Bids will be held in confidence until the purchase is
7 awarded.

8
9 (1) However, in circumstances which, in the judgment of the
10 investment advisor or designated staff member, competitive bidding
11 would inhibit the selection process, securities may be purchased
12 utilizing the comparison to current market price method. Examples
13 of conditions when this method may be used include:

- 14
15
16 a. When time constraints due to unusual circumstances
17 preclude the use of the competitive bidding process.
18
19 b. When no active market exists for the issue being traded due
20 to the age or depth of the issue.
21
22 c. When a security is unique to a single dealer, for example, a
23 private placement.
24
25 d. When the transaction involves new issues or issues in the
26 "when issued" market.

27
28 (2) Acceptable current market price providers include, but are not
29 limited to:

- 30
31 a. Telerate Information System.
32
33 b. Bloomberg Information System.
34
35 c. The Wall Street Journal or a comparable nationally
36 recognized financial publication providing daily market
37 pricing.
38
39 d. Daily market pricing provided by the Authority's custody
40 agents or their correspondent institutions.

41
42 (3) Overnight sweep investment agreements will not be bid, but may be
43 placed by the depository bank relating to the demand account for
44 which the sweep agreement is in effect.

45
46 M. INTERNAL CONTROLS

47
48 The Assistant Superintendent for Business and Fiscal Services shall
49 establish a system of internal controls to ensure the integrity of the
50 investment process. All investment transactions shall be supported by
51 written evidence such as a confirmation ticket issued by the broker/dealer.
52 The controls shall be designed to prevent loss of public funds due to fraud,
53 error, and misrepresentation by third parties, or imprudent actions by an

1 employee of the School Board. Such controls shall be reviewed by
2 independent auditors each year in conjunction with the District's audit.

3
4 N. REPORTING

5
6 A report showing the securities in the investment portfolio by type, book
7 value, income earned, and market value shall be filed with the School Board
8 quarterly.

9
10 Impl. Sec. 218.415 F.S.

11
12 2.3 BUDGETING CONCEPTS AND PROCEDURES

13
14 2.3.1 Concept

15
16 Sound business management requires careful planning. The preparation and
17 maintenance of the annual budget is a year-around job. To ensure economy and
18 efficiency of the financial operations and to keep expenditures within anticipated
19 receipts, a budget system has been established by Florida Statutes for the control of
20 finances. To be effective and to produce budgetary control that is required and
21 necessary will demand the cooperation of all School Board employees.

22
23 A good school budget is essentially the financial plans developed to meet the
24 educational needs. These plans should include expenditures for the next fiscal year
25 and long-range problems. Budget requirements include both instructional and non-
26 instructional programs.

27
28 In formulating the school budget, the principal shall involve the teachers and staff in
29 curriculum development and in instructional procedures so as to adequately estimate
30 supply expense, equipment and utility requirements. Plans shall be supported by
31 statement of purpose, reason for change and summaries of research and experience.
32 Requests from department heads shall be based on an inventory of school
33 equipment and supplies, plans and needs for the coming year, and projected long-
34 term plans.

35
36 Auth: 230.22, F.S.

37 Imple: 230.23(10) and 237.041, F.S.

38
39 2.3.2 Budget Review Committee

40
41 A Budget Review Committee shall be appointed by the Superintendent to serve at
42 his discretion for the purpose of developing and reviewing the District School
43 Budget.

44
45 Auth: 230.22, F.S.

46 Imple: 236.02 and 236.081, F.S.

47
48 2.3.3 School and Department Budgets

49
50 The Budget Review Committee shall develop an allocation formula for allocating
51 funds to the schools and departments for development of their operational budgets.
52 The formula and allocations shall be approved by the Superintendent prior to being
53 released to school and department heads.

1
2 In the event the fund balance of the District operational fund is sufficient to ensure
3 an adequate budget for the succeeding year, the Superintendent may recommend to
4 the School Board as an additional allocation to school and department budgets any
5 portion of the school or department's unencumbered balance for the prior year's
6 operation not to exceed ten percent (10%) of their total budget, excluding salaries
7 and benefits in the 5,000 and 6,000 functions.
8

9 Auth: 230.22, F.S.
10 Imple: 236.081 and 237.071, F.S.

11
12 2.4 SALARY SCHEDULE RULES

13
14 2.4.1 A. Salary Schedule

- 15
16 (1) The School Board shall, prior to the beginning of the new
17 employment period for each school fiscal year, adopt and spread on
18 its minutes a salary schedule for employees of the District in
19 accordance with State Board Regulation 6A-1.052. When the
20 summer school rate is based on an experience factor, then such
21 factor shall be the same as used to compute said employee's pay
22 during the immediately preceding ten (10) month period.
23
24 (2) The School Board will not expend funds for salary in advance of
25 services being rendered by the employee. *Adopted 6/17/97*
26
27 (3) If an employee is not able to perform services required under a
28 supplementary personnel agreement or similar agreement because
29 the employee has been suspended, transferred, or is under
30 investigation, then, the employee is not entitled to compensation
31 under that agreement. *Adopted 6/17/97*
32

33 Auth: 231.001 & 236.02, F.S.
34 Imple: SBE Regulation 6A-1.052
35

36 B. Salary Corrections
37

38 Amounts overpaid to employees shall be recovered by deductions from
39 subsequent salary payments within the same fiscal year that the error is
40 discovered. The number of subsequent checks to be effected shall be no
41 greater than the number of checks that contained the error. If an employee
42 terminates prior to reimbursing the District in full, the remaining balance due
43 to the School Board shall be deducted from the final check. In the event that
44 the amount due to the School Board is greater than the final check, or if the
45 overpayment occurred on a person who is no longer an employee, recovery
46 shall be by direct reimbursement and shall be due and payable within thirty
47 (30) days of notice of the amount due.
48

49 Auth: 230.22, F.S.
50 Imple: SBE Regulation 6A-1.052, and 236.02(4), F.S.
51
52
53

1 2.4.2 Payroll Periods

2
3 Payroll period schedules and pay date schedules shall be adopted annually by the
4 School Board.

5
6 Auth: 230.22, F.S. Imple: 236.02(4), F.S. and SBE Regulation 6A-1.052

7
8 2.4.3 Special Retirement Benefits

9
10 A. Accumulated Sick Leave

11 All personnel eligible to retire as provided by law, shall be entitled to
12 payment for the maximum accumulated sick leave allowed by law.

13
14
15 Auth: 230.22 F.S.
16 Imple: 231.40 (2)

17
18 B. Group Insurance

19 All personnel, upon normal retirement, shall be allowed to remain as
20 participants in any or all group insurance programs provided by the School
21 Board. Personnel choosing to remain as participants shall be required to
22 reimburse the School Board for the premium in advance of due date
23 according to the schedule of due dates provided by the Superintendent.
24 When permitted by Law, the School Board may pay so much of this
25 premium as may from time-to-time be paid for the benefits currently
26 employed personnel.

27
28
29 Auth: 230.22, F.S. Imple: 230.33(7), F.S.; SBE Regulations 6A-1.052

30
31 2.4.4 Deductions

32 No deductions shall be made from the salaries of employees of the School Board
33 unless such deductions are required by law or are approved in writing by the
34 employee to be affected. Termination of any deduction must be in writing to the
35 Payroll Department. Deductions for group hospital insurance shall be limited to one
36 (1) group insurance company.

37
38
39 Auth: 230.22, F.S.
40 Imple: SBE Regulation 6A-1.052 and 236.02(4), F.S.

41
42 2.4.5 Casual Labor

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

50
51
52 Auth: 230.22, F.S.
53 Imple: SBE Regulations 6A-1.0502 and 6A-1.052 and 231.15, 236.02(4), F.S.

1 2.4.6 Twelve Month Personnel - Holidays - Vacation

2
3 Administrative personnel and other personnel who are recommended for twelve
4 (12) month employment by the Superintendent and approved by the School Board
5 shall observe only those holidays approved by the School Board. Such employees
6 may earn annual vacation, however, as specified in the appropriate chapter of the
7 rules manual relating to that particular employee.

8
9 Auth: 230.22, F.S. Imple: SBE Regulation 6A-1.082; 231.39, 236.02(3), F.S.

10
11 2.4.7 Request for Payroll Change

12
13 Any payroll changes requested by personnel must be made in writing to the Finance
14 Department by the due date for personnel changes on the School Board adopted
15 Payroll Date Schedule. Any change received after that date will be processed on the
16 following payroll.

17
18 Auth: 230.22, F.S. Imple: SBE Regulation 6A-1.052(3) and 236.02(4), F.S.

19
20 2.4.8 Travel

21
22 A. Authorization for Travel

23
24 Overnight Travel - All travel outside of the District that requires the
25 employee to be away from his official station overnight or for a period of
26 time that extends for more than one (1) day must be approved in advance by
27 the Superintendent of Schools or his designated representative on the form
28 provided. No travel outside of the state may be undertaken until
29 recommended by the Superintendent or his designated representative to the
30 Board and approved by them.

31
32 Travel on a Per Day Basis - No travel may be undertaken by an employee
33 unless approved in advance by the Superintendent of Schools or his
34 designated representative.

35
36 The Superintendent may designate certain members of his staff to a
37 permanent travel status, using an approved form. This will be a blanket
38 travel authorization for employees to travel as their jobs require on a day-to-
39 day basis. This excludes overnight travel and meals.

40
41 All other travel must be on a by-trip basis, approved by the Superintendent
42 of Schools or his designated representative in advance on an approved
43 form.

44
45 B. Reimbursement

46
47 All personnel and officials of the District shall be reimbursed for any
48 expenses incurred while on authorized travel not to exceed the maximum
49 allowed by current laws and SBE rules, the terms of which shall be
50 disseminated to such personnel by the Superintendent in administrative
51 memos, effective July 1, 1979.

52
53 Auth: 230.22(2), F.S. Imple: 112.061, F.S.

54

1 2.5 GIFTS

2
3 2.5.1 Gifts to Employees Amended 6/30/92, Revised 6/17/97

4
5 A. "Gift" means anything accepted by a person or on that person's behalf,
6 whether directly or indirectly, for that person's benefit, and for which equal
7 or greater consideration is not given. The term includes real property,
8 tangible personal property or the use of such property; a preferential rate or
9 term on a transaction which is not available to others similarly situated;
10 forgiveness of a debt; transportation (unless provided by an agency in
11 relation to officially approved governmental business); lodging; parking;
12 food or beverage, including a meal which is consumed at a single sitting or
13 event; dues, fees, and tickets; plants and flowers; personal services for
14 which a fee is normally charged by the provider; and any other thing or
15 service having an attributable value. The term "Gift" does not include
16 salary, benefits, services, fees, gifts, commissions, or expenses associated
17 primarily with one's employment as an officer or director of a corporation
18 or organization; campaign contributions or expenditures pursuant to the
19 election laws; an honorarium or honorarium expense; an award, plaque, or
20 certificate given in recognition of public, civic, charitable or professional
21 service; honorary membership in a service or fraternal organization; and the
22 use of a public facility or public property made available by a governmental
23 agency for public purpose.

24
25 B. "Lobbyist" means any individual, firm, association, partnership,
26 corporation or any other such group who, for compensation, seeks or
27 sought during the preceding 12 months, to influence the governmental
28 decision-making, or to encourage the passage, defeat, or modification of
29 any proposal or recommendation by the employee or the School Board.

30
31 C. "Solicitation" and "Acceptance of Gifts".

32
33 An employee shall not solicit or accept a gift from any lobbyist or person,
34 natural or corporate, doing business or soliciting business with the School
35 Board or any public school within the District based upon any
36 understanding that the vote, official action, or judgment of the employee
37 would be influenced thereby.

38
39 An employee is prohibited from accepting a gift with a value equal to or in
40 excess of \$100.00 from any lobbyist or person, natural or corporate, doing
41 business or soliciting business with the School Board or any public school
42 within the District.

43
44 An employee may accept a gift with a value that is less than \$100.00 from
45 any lobbyist or person, natural or corporate, doing business or soliciting
46 business with the School Board or any public school within the District, if it
47 is reported in writing to the Superintendent and reported to the Commission
48 on Ethics as required under Florida law. An employee need not report a gift
49 in value equal to or less than \$25.00. Gifts or bonuses which are advertised
50 as accompanying a purchase of goods, materials, or equipment of any kind
51 and ordered in the name of the school, District, students or employees of the
52 School Board may be accepted, providing such gifts or bonuses become
53 and remain the property of the school or the District.

1
2 D. This section shall not act to prohibit the acceptance of gifts from those
3 persons who are not lobbyists or persons, natural or corporate, doing
4 business or soliciting business with the School Board or any public school
5 within the District.
6

7 E. The willful violation of this Rule by any employee shall be cause for
8 disciplinary action up to and including dismissal.
9

10 Auth: 231.001, F.S.
11

12 **2.5.2 Gifts to Schools**
13

14 Gifts or property in excess of \$10, which is donated to the District, the School
15 Board, or any school, must be reported to the Superintendent and accepted by the
16 School Board. Gifts may be received by the School Board or any public school
17 within the District from any source, and such gifts may be tendered to any School
18 Board member or employee for acceptance on behalf of the School Board. Such
19 gifts shall be acknowledged within three (3) working days of receipt by filing with
20 the Superintendent a statement upon a form approved by the School Board,
21 indicating the name and address of the donor, a description of the gift, the value of
22 the gift as agreed to by donor and recipient, the name of the recipient, and the date
23 and place of receipt. The gift shall then be entered upon the inventory list of the
24 District and shall become the property of the School Board, or, if cash, shall be
25 deposited in the appropriate fund. The word "gift" as used herein, includes any
26 bonus, rebate, refund, gratuity or personal property. The Superintendent shall
27 transmit all gift reports received to the School Board at the next regular Board
28 meeting.
29

30 The willful violation of this rule by an employee shall be cause for suspension or
31 dismissal.
32

33 Gifts in the form of chemicals for Science Labs or Art Classrooms and playground
34 equipment must be reported to the Risk Management Department to ensure that
35 proper safety standards are met. *Adopted 7/23/91*
36

37 Auth: 230.22, F.S. Imple: 230.23(10), F.S.
38

39 **2.5.3 Purchase of Awards and Gifts with Budgetary Funds *Amended 6/30/92***
40

41 The Superintendent may authorize the expenditure of budgetary funds to provide
42 non-monetary awards such as, but not limited to, plaques, certificates, medals and
43 ribbons of recognition for outstanding and meritorious service to district
44 employees, students, school volunteers, or advisors/committee members.
45 Expenditures for such awards shall not exceed one hundred dollars (\$100.00) per
46 award unless approved by the School Board in advance. *Amended 6/16/98*
47

48 Auth: 230.22(2), F.S. Imple: 230.23(5)(g)
49

50 **2.5.4 Monetary Awards *Adopted 6/30/92***
51

52 The School Board may authorize monetary awards to persons who propose
53 procedures or ideas which are adopted by the School Board and which result in

1 eliminating or reducing School Board expenditures or improve district or school
2 center operations. No award granted under the provisions of this rule shall exceed
3 \$1000 or ten (10%) percent of the first year's gross savings, whichever is less.

4
5 Auth: 230.22920, F.S. Imple: 230.23(5)(g)

6
7 2.6 PROMOTIONS AND PUBLIC RELATIONS FUNDING
8 *Amended 3/4/97 & Reviewed 6/17/97*

9
10 A. Schools are authorized to spend internal account funds generated by
11 auxiliary enterprise(s) and undesignated gifts on promotions and public
12 relations as defined in State Board Regulations. Such funds generated by
13 students can only be disbursed for activities involving students or their
14 parents.

15
16 School internal account funds may not be spent on the hospitality of
17 business guests.

18
19 B. The Superintendent is authorized to expend funds derived from auxiliary
20 enterprises and undesignated gifts for promotions, public relations and
21 hospitality of business guests provided that the purpose of the expenditure
22 is to directly benefit the District or be in the best interest of the District.
23 Expenditures for promotion and public relations include, but are not limited
24 to, those activities in the State Board Rules.

25
26 Disbursements for the hospitality of business guests cannot exceed the
27 limits found in State Board Rules.

28
29 Auth: 230.23 & 237:046, F.S.

30
31 2.7 USE OF SCHOOL BOARD OWNED OR LEASED VEHICLES
32 *Amended 7/2/96*

33
34 Use of School Board owned or leased vehicles by employees for personal purposes
35 is not permitted. Use of any such vehicle, except school buses, for commuting
36 between an employee's residence and post of duty is specifically prohibited.
37 Exceptions to this rule must be approved by the Superintendent.

38
39 Auth: 230.22(2)F.S.

40
41 2.8 PAYMENT OF PROFESSIONAL MEMBERSHIP DUES

42
43 The Superintendent may authorize the expenditure of budgetary funds to provide
44 professional membership to non-profit educational and community organizations on
45 behalf of a school or the school district.

46
47 School Board budgetary funds shall not be used for the purpose of purchasing an
48 individual membership in a professional organization.

49
50 Auth: 230.22(2) F.S.
51 Imple: 230.23(10)(j)

1 2.9 INTERNAL ACCOUNTS

2
3 2.9.1 Principles

4
5 A. School Organizations are those whose existence is derived from the school
6 program or from personal associations in the school setting. Members
7 normally consist of students. Adult leadership, in the form of teacher,
8 coach, or sponsor, and space and equipment are normally provided by the
9 School District. Bands, choruses, other music classes, and combined
10 groups involving more than one such organization from the same school or
11 from different schools are included. Football, basketball, and all athletic
12 teams fielded by the school are included. All student classes and clubs with
13 a Board employee as sponsor approved by the Principal to meet on school
14 grounds are included. Any group with funds on deposit in internal accounts
15 is included.

16
17 The receipts of all school organizations, regardless if derived on or off
18 school grounds, or during or outside the normal school day, will be
19 deposited in internal accounts. Parking fees, concession stand sales,
20 program sales, etc., that are derived from performances by school
21 organizations and athletic events will be deposited to the internal account of
22 that organization unless another school organization or school-related
23 organization conducts the sale and is authorized by the Principal to receive
24 the proceeds. Admission charges will be deposited to internal accounts.
25 Financial operations of all school organizations will be subject to state and
26 local rules governing internal accounts.

27
28 B. School-Related Organizations (or organizations operating in the name of the
29 school) are those holding themselves out to be associated with or supporting
30 a school or school organization but not meeting the definition of school
31 organization. Included are PTO's, Band Booster organizations, and
32 Athletic Booster organizations.

33
34 All such organizations will maintain their financial records on the same
35 fiscal year as the School District. Annual Reports will be filed with the
36 Board in the format prescribed by the Accounting Department by the due
37 date for the District's Annual Financial Report established in State Board
38 Rules.

39
40 School-related organizations may not make payments directly to Board
41 employees for services covered by School Board-approved salary
42 schedules. Any such payments must be processed through the District's
43 payroll system and be in accordance with rules of the School Board. No
44 payments may be made in excess of the School Board-approved salary
45 schedule.

46
47 No school-related organization may solicit funds in a manner implying that
48 such funds will become property of the school unless such funds are
49 deposited directly in internal accounts.

50
51 No school-related organization may utilize students in door-to-door sales or
52 solicitations. School-related organizations may not solicit contributions
53 from the general public through the mail.
54

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

4
5 A maximum of one fund raising activity per semester by school-related
6 organizations may be permitted on campus during the student day. Use of
7 school facilities requires the recommendation of the Superintendent and
8 Principal, and approval of the School Board as prescribed in School Board
9 Rule 3.12.A.2.

10
11 The Principal may veto activities of school-related organizations that are in
12 conflict with the school program or detrimental to the reputation of the
13 school.

14
15 Failure to comply with these rules will disqualify the organization from
16 using the school name, from using any school facility, and from making
17 any contribution, in kind or monetary, to the District or any school or
18 school organization.

- 19
20 C. External Organizations include any individual or group not described in A or
21 B above. No external individual or group is permitted on campus without
22 authorization of the Principal. The Superintendent or Assistant
23 Superintendent must authorize in writing any sales, solicitation for sales,
24 advertising, distribution of literature, etc., by external groups or individuals
25 on campus and the time period during which such activities will be
26 permitted. Any such activities will be primarily for the benefit or
27 convenience of students rather than the benefit of the external individual or
28 organization. Funds will not normally be handled by school personnel; any
29 funds that are handled by school personnel will be deposited in internal
30 accounts.

31
32 Common consumable supply items, including those for music and athletics,
33 will be stocked in the school store and not sold by teachers or outside
34 vendors on campus.

35
36 External organizations shall not make payments to School Board employees
37 for services compensated by the School Board.

- 38
39 D. Direct Support Organizations At the request of the organization, and with
40 the approval of the Principal or Director in charge, direct support
41 organizations authorized by Section 237.40, F.S., may have all financial
42 transactions accounted for in internal funds.

- 43
44 E. Faculty and staff funds will be accounted for in internal funds.

- 45
46 F. The hierarchy of authority governing internal accounts is as follows:

47
48 Florida Statutes
49 State Board of Education Rules
50 Red Book Chapter 7
51 School Board Rules
52 Superintendent's Procedural Directives
53 Accounting Procedural Memoranda

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- (1) The Superintendent is authorized to issue Procedural Directives as necessary to ensure uniformity and control over internal accounts.
- (2) The Accounting Department is authorized to issue Accounting Procedural Memoranda prescribing forms and procedures for recording and documenting transactions. Forms will be approved by the District Forms Control Committee.
- (3) All persons involved with internal accounting shall be governed by directives issued by the Superintendent and Accounting Department.
- (4) In interpreting rules, each higher level will prevail over all lower levels. No higher level restriction may be removed by a lower level rule. In the absence of other conflict, the most restrictive rule will apply.

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

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

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

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.

1 2.9.2 General Practices

- 2
3 A. Purchase orders All purchases from internal funds will be based on
4 purchase orders approved by the Principal. The Principal may authorize an
5 Assistant Principal (or equivalent administrator) to sign internal accounts
6 purchase orders when he is away from the school. Signature authorizations
7 will be on forms prescribed by the Accounting Department.
8
9 B. The collection of money from students will be kept to a minimum to control
10 accounting requirements and in order that teachers may devote the maximum
11 amount of time to assigned instructional duties.
12
13 C. No school organization shall incur expenditures in excess of the cash
14 resources available to that organization. Items may be purchased for resale,
15 however, when the cost is to be paid from proceeds of the sale even though
16 sufficient cash is not on hand to pay for the items when they are received.
17 An expenditure occurs at the time goods are received, regardless of the date
18 paid.
19
20 D. Internal accounts may not be obligated under notes, installment purchase
21 contracts, or capital lease arrangements except in emergency situations
22 approved by the School Board.
23

24 2.9.3 Standards, Practices and Procedures

25
26 2.9.3.1 Control of Cash Resources

27
28 CHECK SIGNATURES

- 29
30 A. All disbursements except petty cash shall be by check. Checks shall be
31 signed by the Principal and another responsible member of the staff as
32 authorized by the Principal. The Principal may authorize an Assistant
33 Principal (or equivalent administrator) to sign for him when he is away from
34 the school. At no time will anyone co-sign a check on which he/she is
35 payee. Signature authorizations will be on forms prescribed by the
36 accounting department.
37

38 CASH COLLECTIONS AND DEPOSITS

- 39
40 B. Any type of collection of funds from students on campus during normal
41 school hours must be approved individually, in advance, and in writing by
42 the Principal.
43
44 C. All funds collected will be turned in to the bookkeeper each day. No funds
45 will be left in classrooms overnight.
46
47 D. Cash will be collected from school-operated vending machines at least once
48 each week.
49
50 E. Departmental Receipts Pre-numbered subsidiary (departmental) receipts
51 will be issued by staff members when cash is collected from students in
52 accordance with procedures prescribed by the Accounting Department.
53 These will be issued in all cases where other adequate accounting internal
54 controls are not in place or if students or parents request a receipt. They

1 will not be required for collections of \$5.00 or less if individual student
2 names are listed on a Report of Monies Collected. *Amended 6/16/98*
3

4 The bookkeeper is responsible for controlling issuance of departmental
5 receipt books and will maintain a log by receipt numbers showing to whom
6 issued and when returned. All departmental receipt books will be returned
7 to the bookkeeper at the end of each fiscal year and retained for audit.
8

9 F. Reports of Monies Collected will be prepared by teachers listing individual
10 student names and departmental receipt numbers for all collections deposited
11 with the school bookkeeper.
12

13 G. Official Receipts All funds deposited with the school bookkeeper must be
14 receipted into the books of record by Official Receipts issued from the
15 District Warehouse. Receipts must be issued to all individual remitters.
16 Official Receipts are pre-numbered and must be accounted for by the
17 bookkeeper. A physical inventory of unused Official Receipts will be
18 prepared at the end of each fiscal year. Teachers will be instructed through
19 teacher handbooks and staff meetings to expect an Official Receipt at the
20 time funds are turned in to the bookkeeper.
21

22 H. Daily Deposits Cash receipts will be deposited to the bank intact each day.
23 No deposit is required for the day if total receipts for deposit are less than
24 \$50.00, except all receipts on hand must be deposited the last business day
25 of each week.
26

27 I. The Principal is responsible for sending a report to the Accounting
28 Department each month showing that a deposit was made each day with
29 bank verified deposit slips attached. If no deposit is made, a statement that
30 no funds were collected or that funds collected totaled less than \$50.00 is
31 required. *Amended 6/29/93*
32

33 J. Adequate cross-training shall be provided so other office personnel can
34 carry out the essential duties of the bookkeeper during periods of absence.
35 In the event other personnel are not available, the duty to ensure funds are
36 properly collected and deposited will fall to the Principal.
37

38 K. The Principal may set up change funds as necessary to support activity
39 ticket sales and concessions.
40

41 L. Pre-numbered tickets shall be used at all functions of school organizations
42 where an admission is charged. All tickets will be controlled by the school
43 bookkeeper who will maintain an inventory of tickets received, used, and
44 returned. A physical inventory of unused tickets will be prepared at the
45 close of each fiscal year.
46

47 M. Collections for student pictures and school insurance will not be handled by
48 school personnel and will not be deposited in internal accounts.
49 Transactions will be handled directly between the parent or student and
50 vendor.
51
52
53

1 INVESTMENTS

2
3 N. Internal funds which are temporarily idle shall, as required by law, be
4 invested using any medium of investment legal for public funds, and may
5 not exceed insurance protection or other legal collateral limits provided for
6 such public funds. If material, interest earned on deposits of classes and
7 clubs shall be allocated to the appropriate subsidiary accounts. Otherwise,
8 interest shall be credited to the general fund.

9
10 2.9.3.2 School Activity Projects

11
12 A. The Principal will assign a sponsor other than the bookkeeper to every
13 ledger account. An official assignment list will be approved by the Principal
14 and retained for audit. Separate ledger accounts should be created for field
15 trips and book orders as needed to show that collections equal
16 disbursements.

17
18 B. School Store The sale of school supplies within a school shall be
19 authorized only under the following conditions:

- 20
21 (1) The Principal shall determine that the sale of school supplies
22 provides a convenience to students.
23
24 (2) The supplies sold shall be limited to common, essential supplies
25 required by students in their regular school duties, except that a
26 student operated store may be conducted as part of a vocational
27 program. School T-shirts, hats, and similar items bearing the
28 school name or insignia may be sold through the store.
29
30 (3) Any profits derived from such sales shall be utilized by the
31 sponsoring group with the approval of the Principal, or will be
32 transferred to the general miscellaneous account.
33
34 (4) All receipts of the school store shall be deposited in internal
35 accounts.
36
37 (5) Year end physical inventories showing item, quantity, and resale
38 value will be prepared and retained for audit. This inventory will be
39 used in the yearly accounting for school store activities and become
40 the opening inventory for the subsequent year.

41
42 CLASSES, CLUBS, DEPARTMENTS

43
44 C. Graduating classes or other disbanding organizations may designate all or a
45 portion of their residual funds to a specific project or another internal
46 account. Otherwise, such balances will be transferred to the General
47 Miscellaneous account by the end of the following school year.

48
49 D. The Principal must grant approval, in writing, before a school organization
50 undertakes any project extending beyond the current school year or accepts
51 a restricted donation to be used over a period of time beyond the year in
52 which received. Such approval will be retained for audit. These funds will
53 be accounted for in trust accounts. Scholarship funds that may not be
54 distributed in the current year are an example of this activity.

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2.9.3.3 Purchasing

REQUIREMENTS

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

The purchase of chemicals for use in Science Labs and Art classrooms and the purchase of playground equipment by schools or school related groups must be authorized by the Risk and Benefits Management Department to ensure that proper safety standards are met. *Adopted 7/23/91*
- B. Contracts will not be for more than one year in duration, and will not bind the school beyond the ensuing fiscal year.
- C. Notwithstanding the above, the following purchases must be approved by the Superintendent:
 - (1) Any purchase order in excess of \$1,000.00. Splitting purchases to meet this requirement is prohibited.
 - (2) Any items being purchased from an employee of the School Board, from a business controlled by any such employee or from the spouse, child, or parent of any employee.
- D. Gifts associated with any purchase or contract in the name of the school are subject to the provisions of School Board Rule 2.5.1.

BIDS

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

PETTY CASH

- F. Petty Cash Funds The Principal of each school is authorized to maintain a petty cash fund in internal accounts, not to exceed fifty dollars (\$50.00), for the purpose of making small expenditures for internal account activities. Such petty cash fund shall be separate from all other funds. Each petty cash fund shall be replenished so as to be intact at the close of business on the last working day of the fiscal year.

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

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

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

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RESTRICTED EXPENDITURES

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

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

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

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

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

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

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

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

- J. Promotions and public relations Schools are authorized to spend internal account funds generated by enterprise activities and undesignated gifts on promotions and public relations as defined in State Board Regulations. Such funds generated by students shall be limited to activities involving students or their parents. School internal accounts may not be spent on hospitality of business guests.

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

1 L. The number of activity supplements and the remuneration of each shall be
2 approved by the School Board. Payments from internal accounts or by
3 school related organizations in excess of those approved are prohibited.
4

5 **PROPERTY ACQUISITION AND CONTROL**
6

7 M. Property Dispositions Tangible personal property donated to an internal
8 fund for resale may be sold and the proceeds retained in internal accounts.
9 The donor's intention must be established in writing. For example, a car
10 may be donated to a vocational program for repair or resale. Otherwise, all
11 donated and purchased tangible personal property is subject to normal rules
12 for disposition administered by the Purchasing Department. Proceeds will
13 be deposited to the District's General Fund. In unusual circumstances, the
14 School Board may authorize the redeposit of proceeds from asset sales to
15 the internal account that purchased the property.
16

17 2.9.3.4 General Standards, Practices, and Procedures
18

19 **REPORTS**
20

21 A. Reports The Accounting Department is authorized to require reports
22 necessary to provide control over internal account operations and prescribe
23 the format for such reports.
24

25 Major reports and required filing dates are as follows:

26
27 Principal's Annual Report July 15

28
29 Monthly Report on Internal
30 Accounts, Bank Reconcili-
31 ation, Cash Receipts/
32 Disbursements Journal 15th
33

34 Daily Bank Deposit Receipt next day

35
36 Audit Response 21 days after receipt
37

38 The assigned sponsor will review and initial the account's activity
39 on each monthly report.
40

41 A report of any outstanding obligations, by vendor and account, shall
42 accompany the Principal's Annual Report.
43

44 B. Personnel responsible for school stores, yearbooks, and all other resale
45 activities shall provide an accounting of the activity on forms prescribed by
46 the accounting department. Such accounting will include a computation of
47 the sales value of merchandise sold, taking inventories into consideration,
48 and a comparison to actual receipts.
49

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

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

4
5 AUDITS

- 6 D. Audit Response Audit responses will be prepared by the current principal of
7 the school at the time comments are released.
8

9
10 FUND RAISING

- 11 E. Each fund raising activity shall have the approval of the organization
12 sponsor and the principal.
13

- 14 F. In order to limit public solicitations and competition with private businesses,
15 no school organization may participate in more than one commercial sale or
16 one fund raising activity in which donations or pledges are solicited from
17 the public per school year.
18

19 Commercial sale means the purchase and resale of a commodity in which
20 the cost of the commodity constitutes a substantial portion of the selling
21 price. Bake sales of donated items and car washes are not commercial
22 sales.
23

- 24 G. Advertising Elementary and middle school solicitation of advertising from
25 the public shall be limited to the support of one (1) activity per school.
26 Senior high school solicitation of advertising from the public shall be limited
27 to the support of five (5) publications, e.g., newspapers, football programs,
28 yearbooks, etc., per school, unless otherwise approved by the
29 Superintendent.
30

- 31 H. Door-to-door sales Elementary and middle school students shall not be
32 permitted to sell items, or solicit contributions, pledges, or orders door-to-
33 door for fund raising activities sponsored by the school or by school-related
34 organizations.
35

- 36 I. Charitable Fund Raising Door-to-door fund raising drives or public
37 solicitations for external organizations such as United Way, March of
38 Dimes, or Red Cross shall not be conducted by students in Osceola District
39 Schools. Such organizations are not permitted to organize students on
40 campus or to distribute literature in schools encouraging student
41 participation in door-to-door fund raising drives or public solicitations. The
42 name of the school or any school organization will not be associated with
43 charitable fund raising by mail, door-to-door, or public solicitation.
44

45 With the Principal's approval, schools and school organizations may make
46 contributions of time, goods, and money to philanthropic, educational, and
47 charitable causes of interest to the school. Such activities shall not conflict
48 with the educational program.
49

- 50 J. School buildings, shall not be used during regular school hours for profit
51 making shows or entertainment sponsored or produced by a person, group,
52 or organization outside the school system. The use of school buildings
53 shall be subject to the provisions of School Board Rule 3.12.
54

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

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

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

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

SALES OF FOOD AND BEVERAGES

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

Auth: 230.22, F.S.
Imple: 237.02(4)(a), F.S.

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General Operating Rules

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1 **3.0 GENERAL OPERATING RULES**

2
3 **3.1 TRANSPORTATION**

4
5 **3.1.1 Student Transportation**

- 6
- 7 A. The district will transport students who reside two (2) or more miles from
- 8 their designated school by the most direct traveled route.
- 9
- 10 B. The district may transport students residing less than two (2) miles from
- 11 their designated school if the Director of Exceptional Student Education
- 12 certifies that the student is handicapped and is unable to walk to school.
- 13
- 14 C. A student eligible for transportation that is beyond the accessibility of a
- 15 school bus may be provided transportation by payment to the parent(s) or
- 16 legal guardian for private automobile or other conveyance for this purpose.
- 17 The minutes of the School Board shall indicate the amount of the
- 18 transportation assistance, the name of the student served, the school
- 19 attended and the mileage of the route.
- 20
- 21 D. Transportation service shall not be provided for a student living in another
- 22 school district unless an agreement has been entered into by the Osceola
- 23 County School Board and the School Board of the district in which the
- 24 student lives and the said agreement is included in the official School Board
- 25 minutes of the respective School Boards.
- 26
- 27 E. No person shall be eligible for transportation on a field trip or
- 28 extracurricular school trip unless he/ she is authorized by the principal or
- 29 designee.
- 30
- 31 F. A student who arrives early or remains late because of transportation service
- 32 shall be under school supervision at all times and shall, if practicable have a
- 33 planned schedule of activities.
- 34
- 35 G. In planning and establishing bus routes travel each morning and afternoon
- 36 shall not exceed one (1) hour for a student, provided, that in unusual
- 37 circumstances an exception may be allowed by the School Board.
- 38

39 Auth: Section 230.22(2), F.S.
40 Imple: Sections 230.23(8), 234.01, 234.02 F.S. SBR: 6A-3.001, 6A-3.017

41
42 **3.1.2 School Buses *Amended 6/17/97***

43
44 School buses shall not be used for any trips, other than on regular routes, without
45 the approval of the Director of Transportation or the Superintendent.

46
47 The principal of a school may apply to the Superintendent for use of school buses,
48 under the following conditions:

- 49
- 50 A. For short activity trips, for the transportation of pupils, teachers and
- 51 chaperones, for pupil participation in an activity approved by the
- 52 Superintendent.
- 53
- 54

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 School Board Owned and Private Passenger Vehicle Operation for
32 Authorized 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 School Board owned or leased vehicles for business use and the
36 transportation of students. Further, this rule includes the authorized travel
37 by employees or volunteers and the transportation of students in private
38 passenger 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:

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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 School 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 School 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 and Benefits Management Department from the Florida Department of Highway Safety and Motor Vehicles (FDHSMV).
- D. Drivers who operate a School 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 School 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 School Board approved, off-
4 campus 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 and Benefits 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 School Board shall provide insurance for bodily injury for transported pupils
42 and for property damage in an amount equal to at least the minimum levels of
43 coverage 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.

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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.

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

- 1 W. Permit students to ride only those buses to which they have been assigned,
2 either permanently or temporarily, and allow non-student riders only as
3 authorized by the Superintendent, the Director of Transportation or the
4 school principal.
- 5
- 6 X. Be trained in the principles of first aide for use in case of an emergency.
- 7
- 8 Y. Be knowledgeable of and exercise that authority given to school bus drivers
9 in Board Policy 7.2.5.

10 Auth: 230.22, F.S.
11 Imple: SBE Regulation 6A-3.17(1)(d) 2 and 230.23(8), F.S.

12
13
14 **3.1.6 Transportation Grants**

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

19
20 Auth: 230.22, F.S.
21 Imple: SBE Regulation 6A-3.17(11), 230.23(8) and 230.33(10), F.S.

22
23 **3.1.7 Transportation Hazard Surveys**

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

36
37 Auth: 230.22, F.S. Imple: 234.082, F.S.

38
39 **3.1.8 Transportation of Physically Handicapped Students**

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

50
51 Auth: 229.053(1) Imple: 234.02

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1 3.2 INSTRUCTIONAL MATERIALS

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

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

8
9 Textbooks and other instructional materials not in use shall be stored in a dry room
10 and shall be arranged by title, subject or grade.

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

15
16 Auth: 230.22, F.S.

17 Imple: 233.43 and 233.46, F.S.

18
19
20 3.2.1 Use of Instructional Materials by Students

21 To assure maximum use of instructional materials provided by the School Board to
22 students, the following procedures shall be observed by the Superintendent,
23 principals, and teachers:

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

41
42
43 Auth: 230.22, F.S.

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

45
46 3.2.2 Requisition and Purchase of Texts

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

49
50 Auth: 230.22, F.S.

51 Imple: 233.22, F.S.

1 3.2.3 Sale of Instructional Materials
2

3 Upon request by a parent of a student in any school within the District, the principal
4 of such school may sell to the parent one (1) copy of any instructional material used
5 in the school. The sale price thereof shall consist of the purchase price, less a
6 discount based upon the physical condition of the materials, computed in the same
7 manner as for instructional materials lost, destroyed or unnecessarily damaged.
8 The principal shall sell only the student edition of any instructional material, but
9 may show in lieu thereof the teacher's edition if a surplus copy is available for
10 inspection by a parent in the school building during normal school hours. The
11 condition of instructional materials sold to parents shall be equivalent to the average
12 condition of said materials used in the school at the time of sale to the parent. All
13 money collected from the sale shall be transmitted to the Superintendent to be
14 deposited in the District school fund and added to the District appropriation for
15 instructional materials. In the event that a school has insufficient copies of any
16 instructional material to meet a parent's request to purchase, the Superintendent
17 shall locate the materials from any available source in the district and sell or arrange
18 the sale of the materials to the parent.
19

20 Auth: 230.22, F.S.
21 Imple: 233.09 (3) (c) and 233.46 (2) F.S.
22

23 3.2.4 Copyright
24

25 The School Board of Osceola County, Florida in recognizing the importance of the
26 Copyright Law of the United States (Title 17, United States Code) hereby notifies
27 all employees that a willful infringement of the law may result in disciplinary action.
28 No school board employee may make copies of any materials protected by the 1976
29 Copyright Act, as amended, except as provided for in the act. Materials included
30 are such items as literature, music, poetry, tests, workbooks, computer software,
31 videotape, audio tape, film, etc. The performance or display of audiovisual works
32 by instructors or pupils must be in the course of FACE-TO-FACE teaching
33 activities of a nonprofit educational institution, in a classroom or similar place
34 devoted to instruction. In the case of a motion picture, video or other audiovisual
35 work, the performance, or display of individual images must be given by means of
36 a copy that was lawfully obtained. If the person responsible for the performance
37 knew or had reason to believe the motion picture, video, etc., was not lawfully
38 made, it shall constitute a willful infringement of the law. The document
39 "Copyright and You" produced by the Media Center, shall be distributed to each
40 principal and shall become a part of each school's faculty handbook.
41

42 3.2.5 Basic Texts
43

44 There shall be a basic text or approved materials established for each course offered
45 in the regular school program. Textbooks will be adopted according to State Board
46 of Education Rules. Challenges to textbooks and other classroom materials will
47 follow the same procedure as challenges to Library/Media materials.
48

49 3.2.6 Use of Videos and Films *Adopted 7/2/96*
50

51 Commercially produced entertainment videos and films rated by the Motion Picture
52 Association of America may be used in schools only as indicated below:
53
54

- 1 A. R, NC-17 and X rated videos and films may NOT be used under any
2 circumstances.
3
4 B. G, PG, PG-13 and non-rated videos and films MAY only be used under the
5 guidelines published by the Superintendent.
6

7 **3.2.7 Rules of Selection of Media Center Materials**

8
9 A. **Philosophy of Selection**

10 The primary goal of a school media center is to help implement, enrich, and
11 support the educational program of the school. Other goals are concerned
12 with the development of each pupil's reading skill, literary, discrimination
13 in choice of materials, and with instruction in the use of books and media
14 centers. School media centers are equipped to generate understanding of
15 American freedoms and the preservation of these freedoms. It is a function
16 of the media center to provide a wide range of materials on all levels of
17 difficulty, with a diversity of appeal presenting different points of view.
18

19
20 B. **Responsibility for Selection of Materials**

21 The School Board of Osceola County shall determine and adopt such rules
22 and programs as are deemed necessary by it for the efficient operation and
23 general improvement of the district.
24

25 Selection of materials involves many people: principals, teachers, students,
26 supervisors and media specialists. The responsibility for the selection of
27 media center material is delegated to the professionally trained media center
28 personnel under the direction of the principal, in accordance with School
29 Board adopted guidelines.
30

31
32 C. **Criteria for Selection of Media Center Materials**

- 33
34 (1) The process of evaluating materials for inclusion in collections is
35 continuous and systematic. It is preferable to examine materials
36 before purchasing them; however, this is often impractical if not
37 impossible. In such cases, selection is based upon bibliographic
38 sources, selected lists, and reviews in reputable professional
39 journals and publications.
40
41 (2) First consideration is given to the needs of the individual school
42 based on knowledge of the curriculum, of the existing collection,
43 and of the needs of the children. Requests from users
44 (administrators, teachers, parents, students) of the collection are
45 given high priority. Materials are selected so as to provide a wide
46 range of levels of difficulty.
47
48 (3) Materials for purchase are considered on the basis of overall
49 purpose, timelines, importance of the subject matter, quality of
50 writing or production, readability and popular appeal,
51 authoritativeness, reputation of the author, artist, publisher,
52 producer, format, and cost.
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- (4) Special consideration is given to treatment of the following elements: religion, ideologies, sex education, sex, profanity, and science.
 - a. Religion - Factual unbiased material which represents all major religions is included in the collection.
 - 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.

- 1
2 (3) Further detailed criteria are listed in the Media Manual for Osceola
3 District Schools.

4
5 E. Challenge to Instructional and Library Material. Revised 7/21/98

6
7 Recognizing that the final decision for Instructional and Library Material
8 rests with the School Board, the School Board adopts the following policy
9 for challenges to Instructional and Library Material.

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

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.

- 1 A. Usable surplus and obsolete instructional materials no longer under contract
 2 to the State shall be carried on inventory for at least one (1) year in order to
 3 permit full utilization of State-Adopted Instructional Materials. Instructional
 4 materials when declared surplus may be disposed of, after notifying the
 5 Director of the Division of Public Schools, Florida Department of
 6 Education, of the available surplus so that every effort may be made to
 7 provide those available materials to other districts in the State of Florida.
 8 The Director of the Division of Public Schools shall make each district's
 9 listing of surpluses available to all the other districts for a period of thirty
 10 (30) days. Any material which cannot be utilized in inter-district exchange
 11 programs may be given to:
- 12 (1) Other public education programs within the District or State;
 - 13 (2) Teachers to use in developing supplementary teaching materials;
 - 14 (3) Students or others for personal use and not for profit; and,
 - 15 (4) Any charitable organization, governmental agency, private school or
 16 state.
- 17 B. The Superintendent shall use the procedures as prescribed in Subsection (3)
 18 herein if disposal of surplus or obsolete materials cannot be accomplished as
 19 specified in Subsection (1) herein.
- 20 C. State-adopted instructional materials which are determined by the
 21 Superintendent to be unserviceable or in unsuitable physical condition may
 22 be:
- 23 (a) Sent to recycling plants, pulp mills, paper manufacturers, junk
 24 dealers, or other persons, firms or corporations for disposal upon
 25 such terms as are most economically advantageous to the School
 26 Board.
 - 27 (b) Given to governmental agencies, charitable organizations, or
 28 individuals.
 - 29 (c) Offered at public sale through the normal procedures of the District.
- 30 D. Instructional materials may be destroyed if disposal cannot be completed as
 31 prescribed in Subsection (3) herein.
- 32 E. All monies received by reason of sale, exchange, or other disposition of
 33 instructional materials shall be deposited into the District School Fund and
 34 added to the District Appropriation for Instructional Materials.
- 35 F. State Board of Education Rules shall prevail whenever any provision of
 36 these Rules conflicts.

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 50 **3.3 FIRST AID -- FIRST AID EQUIPMENT**

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

1
2 Each first aid room shall be staffed and supplies maintained by the school health
3 aide or principal's designee. Any person so designated by the principal shall have
4 completed first aid and CPR training. *Amended 6/29/93*
5

6 Auth: 230.22, F.S. Imple: 402.32(5), F.S.
7

8 3.4 RELEASE OF STUDENT NAMES *Amended 7/23/92*
9

10 No names or addresses of students shall be released to any company, corporation,
11 or individual without approval by the School Board, unless a school directory is
12 published. This policy does not include releasing names and addresses of students
13 from school to school, to colleges or other institutions of education, public or
14 private, or to any of the branches of the Armed Forces of the United States.
15

16 Auth: 230.22, F.S. Imple: 232.23, F.S.
17

18 3.5 PUPIL CONTROL
19

20 The principal or his designee shall be responsible for the safety and conduct of
21 pupils during the time they are being transported to and from the school at public
22 expense, and during the time they are attending school or are on school premises, in
23 accordance with Section 232.25, Florida Statutes, and as specified in Chapter 6 of
24 this manual.
25

26 Auth: 230.22, F.S. Imple: 232.25, F.S.
27

28 3.6 DISMISSAL OF SCHOOL
29

30 All schools shall maintain a regular schedule. No school shall dismiss prior to the
31 regularly scheduled hour without permission of the County Superintendent, except
32 when in case of an extreme emergency the welfare of children requires immediate
33 dismissal. A regular schedule shall be interpreted as attendance in accordance with
34 the daily schedule of classes or participation in regularly scheduled field trips.
35 Planned room parties within the classroom or school area will be recognized, but
36 should be limited to a few special occasions and restricted as to length. The
37 following shall not be regarded as a part of the regular schedule:
38

39 (1) School parties and picnics outside the school area.
40

41 (2) Attendance at athletic events during class hours.
42

43 Auth: 230.22, F.S. Imple: 232.02 and 230.33(6), F.S.
44

45 3.7 CUSTODIAL SERVICES
46

47 The custodial manager is directly responsible to the Principal. The custodial
48 staff report to the custodial manager and they are responsible to the
49 Principal. The duties of all the custodians are contained in the job
50 descriptions to be found in the Job Description Handbook. *Amended*
51 *6/29/93 & 6/28/94*
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53 Auth: 230.22, F.S. Imple: 230.23(5), F.S.

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3.8 ADVERTISING

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

- A. Are of the type teachers need for instructional purposes.
- B. Are provided without cost to the District, school, teacher, or student.
- C. Contain a minimum amount of commercial advertising.
- D. Are not of a sectarian nature.
- E. Fulfill a legitimate purpose of the school curriculum.
- F. Do not prominently display a selfish or private purpose of the sponsor.
- G. Do not have a blatant advertising feature.
- H. Do not violate the attitudes which are recognized as ideals of the school system or of our society.

Auth: 230.22, F.S. Imple: 233.43, F.S.

3.9 BUILDINGS AND GROUNDS

- A. The principal of each school shall be responsible for the care, maintenance, and use of school buildings and grounds and shall supervise the custodial staff of the school in providing an adequate program of proper care and maintenance.
- B. Maintenance or repairs which cannot be handled by the school custodial staff shall be reported to the Superintendent and shall become the responsibility of the District Maintenance Department. *Amended 9/17/91*
- C. The School Board shall condemn and prohibit the use for public school purposes of any building which can be shown for sanitary or other reasons to be no longer suitable for such use and when any building is condemned by any state or other government agency as authorized in chapter 235, see that is it no longer used for school purposes. *Amended 9/17/91*
- D. The principal shall make recommendations regarding needed repairs to or renovations of school buildings to the Superintendent at such time as they are needed.
- E. All projects that require remodeling, new construction or any alterations to facilities in the District shall be placed under the direction of the Director of Facilities. *Amended 6/30/92 & 6/28/94*
- F. It shall be the responsibility of the principal of each school to provide for the display of the United States Flag and the official flag of Florida on the school grounds, in compliance with 228.101 and 256.032 F.S., except in

1 inclement weather. The flags shall also be displayed indoors at all times
2 when functions are being held in the auditorium, cafeteria, lunchroom,
3 multipurpose room, or gymnasium in accordance with 256.11, F.S.
4

5 Auth: 230.22, F.S.

6 Imple: 230.23(9)(c), 231.085(5) and 235.01, F.S.
7

8 3.10 LABORATORY SAFETY AUDIT *Amended 6/29/93*
9

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

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

16
17 C. The principal will promptly initiate corrective action on those items reported
18 as unsatisfactory.
19

20 3.11 SCHOOL OFFICE HOURS
21

22 The hours of the principal and his office staff shall be equal in length to those of the
23 District office, and the school office shall remain open on the same days. Any
24 changes in schedule shall have prior approval of the Superintendent.
25 *Amended 6/29/93*
26

27 Auth: 230.22, F.S.

28 Imple: 230.33(6) and (7), and 231.085(5), F.S.
29
30

31 3.12 USE OF SCHOOL BUILDINGS, GROUNDS AND EQUIPMENT
32 *Revised 1/18/94*
33

34 The following shall apply to the use of school and ancillary buildings, grounds and
35 equipment:
36

37 A. Use of Buildings and Grounds *Amended 6/17/97*
38

39 Facilities Are Only for Use In the Educational Program and Are Not For
40 Personal Political Activity
41

42 (1) It is the policy of the School District that the right of free speech and
43 access shall be granted in accordance with law. However, the
44 paramount purpose of the School District is the provision of its
45 program of education. Accordingly, all School District property,
46 equipment and facilities, including all methods of communication
47 through the use of School Board facilities and equipment such as,
48 but not limited to, duplication machines, photocopying machines,
49 telecommunication facilities and wires, computer transmission
50 facilities, including modems, desktop publishing and facsimile
51 transmission or telecopy facilities, are deemed facilities dedicated for
52 use in the educational program and not for use by any person or
53 group except as expressly permitted in this policy.
54

1 Nothing in this policy prohibits the use of any School District
2 facility by an employee of the District in the performance of the
3 employee's job, including the use of the District facilities for
4 communications between employees of the District which are related
5 to the performance of their work, communications with School
6 Board members which are related to any business of the District, or
7 to communicate with students and their families in connection with
8 the work of the employee for the District (but not including the use
9 of District facilities for communicating to students or their families
10 the personal opinion, unrelated to the educational program of the
11 District, of the employee concerning any issue pending before the
12 School Board or the voters of Osceola County at any general or
13 special election, including any referendum).

14
15 (2) Restriction On Use of Facilities For Private Or Personal Profit

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

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

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

47
48 (5) Persons using buildings and grounds must take proper and ordinary
49 care of them and shall be held responsible for any damage or
50 vandalism incurred as a direct result of their use.
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(6) Entry onto or exit from School Board property shall be by a reasonable method. Employees or students who do not enter or exit by a reasonable method are subject to disciplinary action.

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 School 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.

1 These materials may be checked out by parents of students attending
2 Public Schools in Osceola County after execution of Form #FC-
3 820-894. This form:

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

11
12
13 (2) Personal use of school equipment is prohibited and employees
14 should refrain from submitting such requests to the principal.

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

18
19 (3) Non-Profit organizations with good cause may be exempt from the
20 above rule provided advanced approval is secured from the
21 Principal. The term "non-profit" shall mean those organizations
22 which are 501(c)(3) exempt and recognized as such by the Internal
23 Revenue Service. The Principal may not approve of any practice or
24 use in violation of this policy.

25
26
27 Auth: 230.22, F.S.

28 Imple: 235.02, F.S.

29
30 C. Regulation of Employee Use of Facilities, and Statement of Equal Access

31
32 (1) To the extent any School Board facility or property is permitted by
33 this policy to be used by any person or group for any purpose other
34 than the delivery of the educational program, then such use will be
35 made available on similar terms and conditions to any person or
36 group without regard to the content of the particular message being
37 communicated and without discrimination on the basis of whether
38 the person using the facility is or is not a School Board employee
39 and without discrimination based on any other classification
40 prohibited by general or special federal or state law or applicable
41 regulation.

42
43 (2) All employees of the School Board reserve their right to freedom of
44 expression. However, no employee shall have the right to utilize
45 any facility of the School District for personal gain or advantage
46 under terms and conditions which are not generally available to other
47 residents of the County under the same general terms and conditions
48 unless the School Board has, previous to such use, expressly
49 permitted such a privilege. Additionally, the facilities of the School
50 District shall not be used by any School Board employee for the
51 purposes of advocating a position concerning an issue pending
52 before the School Board or the voters of Osceola County at any
53 general or special election, including any referendum.

1 Nothing herein shall limit the right of the School Board to determine
2 in a particular campaign that the School District should actively
3 participate in a campaign, the outcome of which will have a
4 substantial bearing on the general ability of the School Board and the
5 District to furnish a public education program consistent with School
6 Board policy. No School Board employee shall have the right to
7 decide when the use of a School District item or property or a
8 District facility is for the betterment of the District, only the School
9 Board has the authority to dedicate the use of its facilities and
10 property for such purposes. Nothing herein limits the right of any
11 employee of the Board to speak or appear before the Board.
12

13 D. Exceptions *Adopted 6/28/94 & Amended 6/17/97*
14

15 Exceptions to this rule include, but are not limited to the following:
16

- 17 1. District personnel may use Electronic Mail for sending
18 announcements such as blood drives, funerals, united fund
19 drives, meetings, etc., in accordance with guidelines
20 determined by the Superintendent or School Board.
21
- 22 2. Personal use of telephones on an occasional basis is
23 reasonable as long as the privilege is not abused. Long
24 distance personal calls shall be paid by the caller.
25
- 26 3. Professional Organizations, in which some district personnel
27 belong, may promote the school district as a community
28 participant (FASPA, FASA, FASBA, Rotary, Kiwanis, Red
29 Cross, Salvation Army, Chamber of Commerce, FASCD,
30 Educational Organizations, etc.) through use of the courier,
31 Electronic Mail, and other means of communication.
32 Organizations must gain the approval of the Superintendent
33 prior to using the facilities of the district. The
34 Superintendent shall notify the School Board of the
35 organizations receiving approval.
36
- 37 4. The Osceola County Administrative Association and other
38 bonafide nonprofit employee organizations may use
39 computers, equipment, and the courier for business
40 purposes of communicating notices, minutes and agendas.
41
- 42 5. District personnel may use computers and equipment for
43 schoolwork or professional development or to improve their
44 personal skills, subject to guidelines issued by the
45 Superintendent.
46

47 An employee may use District computer equipment for
48 personal reasons under the following circumstances:
49

- 50 a. The use is consistent with the employee's obligations
51 to students, the public, and the School Board and not
52 illegal under any policy, law, or applicable
53 administrative regulation;
54

- b. The personal use of the computer equipment is not done during the regular working hours of that employee; and
 - c. The personal use of the computer equipment does not interfere in any manner whatsoever with the operation of the school district system.
6. District personnel may use copy machines at employee rates.
 7. District personnel may use phone calls to notify parents of upcoming events (meetings). Such calls shall be limited to date, place, time and agenda.

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

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

3.13 TRANSPORTING STUDENTS FROM OTHER COUNTIES

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

Auth: 230.22, F.S.
 Imple: SBE Regulation 6A-3.01(1); 230.23(8) and 230.33(10), F.S.

3.14 NEPOTISM

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

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

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

3.15 GRIEVANCE PROCEDURE *Amended 6/30/92*

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

1 Whenever an employee feels that he has a grievance, every effort shall be made to
2 arrive at a satisfactory resolution of the problem on an informal basis. When this
3 cannot be done, the more formal procedures stated herein will be followed in an
4 effort to resolve grievances and preserve good morale. No grievance shall be
5 processed anonymously. *Amended 6/15/99*
6

7 **A. Definitions:**
8

9 Grievance - Any claim by an employee or group of employees that there has
10 been a violation, misinterpretation or misapplication of a School Board rule
11 or policy. The term "grievance" as used in this section and for the purposes
12 of the procedures set forth herein, shall not apply to any matters or
13 procedures covered by the terms of any contract entered into pursuant to
14 Chapter 447, Florida Statutes.
15

16 Representative - Any person or legal counsel designated by the grievant.
17

18 Grievant - Any person or group of persons who initiates a grievance unable
19 to be resolved in an informal manner.
20

21 Superintendent - The Superintendent, as duly holding office in Osceola
22 County.
23

24 School Board - The School Board of Osceola County, Florida.
25

26 Administrative Channel - The normal chain of command of administrative
27 responsibility of the Osceola District Schools.
28

29 Days - Actual working days.
30

31 Rights - The rights of employees to:
32

- 33 (1) Call upon any representative to aid and assist in any level of the
34 grievance procedure.
35
- 36 (2) Request and receive for his representative a copy of all information
37 pertaining to the grievance.
38
- 39 (3) Have all documents, communications and records dealing with the
40 processing of the grievance kept separate from the assessment file of
41 the participants.
42
- 43 (4) No reprisals of any kind shall be taken against any participant in the
44 grievance procedures by reason of such participation.
45
- 46 (5) Sample forms shall be made available to all persons by the
47 Superintendent.
48
- 49 (6) The number of days of each level shall be considered a maximum
50 except when extended in writing by mutual consent.
51
- 52 (7) If an individual does not file a grievance within ten (10) days after
53 becoming aware of the act or condition on which the grievance is

1 based, or after a reasonable person under similar circumstances
2 should have become aware of such act or condition, then the
3 grievance shall be considered to have been waived.

- 4
5 (8) Failure of the grievant to appeal the grievance to the next level within
6 five (5) days shall be deemed to be acceptance of the decisions
7 rendered at that level. *Amended 6/28/94*
8
9 (9) The grievant and his representative shall have the right to be present
10 at any and all levels.
11
12 (10) No employee, including probationary or substitute employee (OPS),
13 may use the grievance procedure in any way to appeal discharge or a
14 decision by the Superintendent not to renew his contract.
15 *Amended 6/28/94*
16
17 (11) Failure at any step of this procedure to communicate the decision on
18 a grievance within the specified time shall permit the grievant to
19 appeal at the next step of this procedure.

20
21 **B. Procedure for Resolving Grievances**

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

24
25 Level 1 - The grievant shall discuss the grievance with the principal or
26 worksite supervisor for the purpose of resolving the
27 grievance. If satisfactory results are not obtained within five
28 (5) days, then

29
30 Level 2 - The grievant may file the grievance by submitting a written
31 "Statement of Grievance" on a form (FC-120-183) provided
32 by the School Board with the Assistant Superintendent of
33 Personnel and Administrative Services, and a copy to any
34 representative of his choice. It shall include the name of the
35 employee involved, the facts giving rise to the grievance, the
36 identity by appropriate reference of all rules or policies
37 alleged to be violated, the contention of the employee with
38 respect to those provisions, and the specific relief requested.
39 The Assistant Superintendent of Personnel and
40 Administrative Services shall respond in writing within five
41 (5) days. Copies shall be sent to any representative
42 designated by the grievant.

43
44 Level 3 - If the grievant is not satisfied with the disposition of the
45 grievance at level two (2) or if no decision has been rendered
46 in writing within five (5) days the grievant may forward the
47 written grievance form directly to the Superintendent, with
48 copies to the person who caused the grievance and any other
49 representative of his choice.

50
51 The Superintendent shall, within ten (10) days file his reply
52 in writing to the grievant with copies to the person who
53 caused the grievance and the grievant's representative.
54

1 If satisfactory results are not obtained at this level, then

2
3 Level 4 -

4 The grievant or his representative may forward the written
5 grievance form within five (5) days directly to the School
6 Board with copies to all concerned. Within fifteen (15) days
7 after receipt of the grievance, the School Board Chairman
8 shall call a meeting for the purpose of resolving the
9 grievance. The School Board, at the discretion of the
10 Chairman, may appoint an independent committee of its
11 choosing to investigate the grievance. Within twenty (20)
12 days after the above meeting, the Board shall communicate
13 its decision in writing and state its reason in writing, if
14 requested, to the grievant.

15 Auth: 230.22, F.S.

16 Imple: 230.23(5), F.S.

17
18 3.16 CHILDREN OF EMPLOYEES

19
20 During the workday employees shall make arrangements for their children away
21 from the employee's place of employment at times other than the student school
22 day. Emergencies shall be dealt with by the Principal/District Administration.

23
24 Auth: 230.22, F.S.

25 Imple: 230.23(5), F.S.

26
27 3.17 CROWD CONTROL AT ATHLETIC EVENTS

28
29 A. Athletic events are a vital part of the total school program. In order that
30 students and the community may enjoy these events they shall be conducted
31 in a manner that will reflect credit to the school and community.

32
33 B. The school administrator (principal, assistant principal) or athletic director
34 shall be on duty at each athletic event.

35
36 The law officer in charge will be given the name of the school official on
37 duty.

38
39 C. The Student Code of Conduct will be enforced for students at all extra-
40 curricular activities. Offenses pertaining to alcohol, drugs, fighting, and
41 direct and willful disobedience will be strictly enforced.

42
43 D. No child under age 8 will be admitted to an event without an accompanying
44 adult.

45
46 E. No alcoholic beverages will be permitted on the property, including the
47 parking lot.

48
49 F. No one under the influence of alcoholic beverages will be admitted to
50 events.

51
52 G. Anyone leaving the game and going outside the gates must purchase another
53 ticket to re-enter.
54

1 H. The gates will not be opened at any time for free admission.

2
3 I. Those persons out of uniform and authorized to be on sidelines at football
4 games (press, photographers, student managers, assistant coaches, etc.)
5 must display a sideline pass to be worn around the neck.
6

7
8 These passes will be issued by the school with a list given to the law officer
9 in charge. Anyone out of uniform without a pass will not be permitted to
10 remain. NO EXCEPTIONS.

11
12 J. Profane, abusive language, or language or actions in the opinion of the
13 administrator, or law officers on duty, are likely to incite riot or provoke
14 trouble will not be permitted. Such actions will lead to ejection from
15 property, and such other actions as deemed necessary.
16

17 K. Upon receipt of a police report notifying the School Board of the ejection of
18 any person under these rules, the School Board shall decide if such actions
19 by a fan merits further discipline. If further action is merited, the Board will
20 notify the fan of date, time and place of hearing, Party may be subject to
21 civil action or barred from attending any school function for any length of
22 time deemed necessary.
23

24 L. Violation of these rules by Osceola County fans at out-of-county high
25 school events may also lead to a School Board Hearing for disciplinary
26 action.
27

28 Auth: 230.22, F.S. Imple: 230.23 (13)a, 230.23 (14)
29

30 3.18 CONTRACTED EDUCATIONAL SERVICES

31 Organizations and institutions may apply for contracted educational services from
32 the School District of Osceola County, Florida, under the guidelines of the State's
33 General Appropriations Act of 1987. Both the School District and the institution
34 must agree on other supplies, consumables, lab materials, and textbooks as
35 necessary. Both parties must agree that the education program manager is to be
36 responsible for coordination of the education program, is to conduct the selection
37 and evaluation of the instructional personnel, and is to collaborate in developing
38 operational procedures for efficient management of the educational program.
39 Amended 7/23/91
40

41 3.19 HAZARDOUS WORKING CONDITIONS OF MAINTENANCE EMPLOYEES 42 Revised and moved from Section 3.10 on 6/29/93 43

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

B. Confined Area: A space which by design has limited openings for entry and exit, unfavorable natural ventilation, which could contain or produce dangerous air contaminants, and which is not intended for continuous employee occupancy. Confined spaces encountered by maintenance employees include but not limited to manholes, sewers, pump wells, deep pits, boilers, tanks (including new tanks) or other man-made closed containers. Some attics and crawl spaces may also fit the description of a confined space. There shall be no smoking within a 20-foot entrance or exit or a confined space. There shall be no smoking in a confined space.

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

- C. (1) Training - all employees attempting to perform work in a confined space shall be certified in the required safety precautions, the use of air quality test equipment and emergency rescue equipment. Certification is by satisfactory completion of an appropriate course conducted by the National Safety Council or other organization approved by Maintenance management.
- (2) Equipment - The following equipment, as a minimum, shall be available at the site before entry is attempted:
- a. Air supplied hood
 - b. Clean air pump
 - c. Air pump supply hose (100') for #2b
 - d. Personal oxygen monitor
 - e. External sensor with 20' capable for #4b
 - f. Combustible gas indicator
 - g. Toxic gas indicator
 - h. Harness, full body
 - i. Lifeline (1/2" rope) 100' for #8h
 - j. Ventilating equipment - blower fan
- (3) Pre-entry tests - Pre-entry tests shall be conducted for toxic gases, combustible gases, and oxygen levels by remote means before entry is attempted.

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

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

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- 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.

3.20 TRESPASS UPON FACILITY OR SCHOOL OF THE OSCEOLA COUNTY SCHOOL DISTRICT *Adopted 1/18/94*

- A. The Principal of each school in the District in order to maintain on the campus or facility administered by the Principal, shall notify the law enforcement agency with jurisdiction on each occasion the Principal has good cause to believe that a person is trespassing upon school grounds.
- B. The Principal, charged with the responsibility to maintain order on the campus, may take a person into custody and detain such person in a reasonable manner for a reasonable length of time pending the arrival of a law enforcement officer when the Principal has reasonable cause to believe that the person taken into custody and detention by the Principal shall not render the Principal criminally or civilly liable for false arrest, false imprisonment or unlawful detention, as provided in section 228.091, Florida Statutes, as it may be amended from time to time. Further, said statute, as it may be amended from time to time, provides that any law enforcement officer may arrest, any person on or off the school premises, and without warrant, any person he has probable cause for believing has committed the offense of trespass upon the grounds of any facility owned or operated by the School Board.
- C. A person is a trespasser on a school facility if such person enters or remains upon the campus or any other facility owned or operated by the School Board, and;
 - (1) Is not a student. For the purposes of this policy a person is not a student if that person is currently under school suspension (off campus) or expulsion; or
 - (2) Is not an employee of the school and School Board, required by his or her employment to be on such campus or facility; or
 - (3) Is not a parent, guardian or person who has legal custody of a student enrolled at such school or facility. Provided that the parent, guardian or person who has legal custody of a student enrolled in such school shall report at the office of the Principal and check in to remain authorized to stay on the school campus for such legitimate purpose as may be reported to the Principal ; (Note - School officials are authorized to report any invitee on the campus, including a parent, guardian or person who has legal custody of a student enrolled at the school to the law enforcement agency with jurisdiction of the school, whenever such person shall disturb the functioning of the school through loud, obnoxious, threatening or

1 violent behavior, or behaves in any other way which may be a
2 violation of Section 231.07, Florida Statutes, as it may be
3 amended.); or
4

5 (4) Is not a person with legitimate business on campus or the facility.
6 Provided that any person with any business or purpose on campus
7 of the facility shall report to the office of the Principal and check in
8 to remain authorized to stay on the school campus for such purpose
9 as may be reported to the school Principal ; or
10

11 (5) Is not a person invited (either individually, or as part of a group of
12 guests on campus) to attend a function on campus such as an athletic
13 event or school program. A person attending a school-wide
14 program or event is not required to check in with the Principal.
15

16 D. This policy applies to all facilities and properties owned or operated by the
17 School Board. Whenever the context requires, the term "Principal" shall
18 refer also to the Chief Building Administrator or Director of a facility.
19

20 E. The principal of each school shall be responsible for developing a procedure
21 for all individuals who are not School Board employees to sign in upon
22 arrival on School Board property with the purpose of entering the school
23 facility. The procedure shall include the date, destination, and purpose of
24 the visit. *Adopted 6/17/97*
25

26 F. Notice to Visitors *Amended 6/17/97*
27

28 At each school in the District, notices shall be conspicuously posted that
29 state the following:
30

31 All persons who are not students or employees of this
32 school shall report to the office of the Principal and sign
33 in. Any person who fails to check in with the Principal
34 may be guilty of criminal trespass as provided in section
35 228.091, Florida Statutes, as it may be amended from
36 time to time. A student, who is suspended or expelled
37 from school, may be guilty of criminal trespass as
38 provided in Section 228.091, Florida Statutes, as it may
39 be amended, if such person comes on the campus.
40

41 Auth: 228.091, F.S.
42

43 3.21 DATA NETWORK ACCEPTABLE USE POLICY
44 *Adopted 11/7/95 & Amended 6/17/97*
45

46 A. The data network system of the District is available for all employees and
47 students of the District in order to provide them with equal access to the
48 computing resources which serve public education. The data network
49 system is an electronic highway which connects thousands of computers all
50 over the world and millions of individual subscribers. All personnel having
51 authorization to use the network will have access to a variety of information.
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B. Some material on the network might not be considered to be of educational value in the context of the school setting. In addition, some material, individual contacts or communications may not be suitable for school-aged children. The District views information retrieval from the network in the same capacity as information retrieval from reference materials identified by schools. Specifically, the District supports those which will enhance the research and inquiry of the learner with directed guidance from faculty and staff. At each school, each student's access to use of the network will be under the teacher's direction and monitored as a regular instructional activity.

C. The District cannot prevent the possibility that some users may access material that is not consistent with the educational mission, goals and policies of the District. This is particularly possible since access to the Network may be obtained at sites other than school.

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

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

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

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

Examples of unacceptable uses of the Network include, but are not limited to:

- (1) Violating the conditions of the Education Code dealing with student's rights to privacy;
- (2) Using or accessing profanity or obscenity.
- (3) Reposting personal communications without the author's consent;
- (4) Copying commercial software in violation of copyright law or other copyright protected material; and
- (5) Using the Network for financial gain or for any commercial or illegal activity.
- (6) Using the Network for political advertisement or political activity.

- 1
2 (7) Taking any actions that affect the ability of the District to retrieve or
3 retain a record of any use of the computer equipment or data
4 network system, including but not limited to, adding or modifying
5 the existing software without specific written permission;
6
7 (8) Transmitting any student identifying information over the data
8 network system, except as specifically authorized by Florida law
9 and as part of the approved educational program directly related to
10 an approved curriculum component; and
11
12 (9) Other actions that are not in accordance with The Code of Ethics and
13 Principles of Professional Conduct of the Education Profession of
14 Florida.

15
16 F. Failure to adhere to this policy may result in suspending or revoking the
17 offender's privilege of access to the Network and other disciplinary action
18 up to and including termination of the employee or expulsion in the case of a
19 student.

20
21 G. Any student shall be exempt from instruction on accessing the data
22 network upon request in writing from the parents or guardians to the
23 principal. The request for exemption shall expire at the end of each
24 school year. It shall be the responsibility of the parent or guardian
25 to renew the request yearly.
26

27 Auth: 231.001 & 230.23(6)(C), F.S.
28

29 3.22 CHARTER SCHOOLS *Adopted 9/17/96*
30

31 The School Board, pursuant to Florida Statutes, section 228.056, may sponsor
32 Charter Schools in Osceola County. Charter Schools are part of the public school
33 system. A Charter School cannot charge tuition or fees, except those fees normally
34 charged by public schools. A Charter School shall not levy taxes or issue bonds
35 secured by tax revenues. The initial startup of a Charter School must be consistent
36 with the beginning of the public school calendar in the District. The Charter School
37 must provide instruction for at least the number of days required by law for other
38 public schools. *Amended 6/16/98*
39

40 A. Purpose
41

42 The purpose of Charter Schools is to improve student learning; increase
43 learning opportunities for all students, with special emphasis on expanded
44 learning experiences for students who are identified as academically low
45 achieving; encourage the use of different and innovative learning methods;
46 increase choice of learning opportunities for students; establish a new form
47 of accountability for schools; require the measurement of learning outcomes
48 and create innovative measurement tools; make the school the unit for
49 improvement; and create new professional opportunities for teachers.

1 B. Application

- 2
- 3 (1) Applicants An application for a new Charter School may be made
- 4 by an individual, group of individuals, teachers, parents, or a legal
- 5 entity organized under the laws of Florida. The School Board,
- 6 principal, teachers, and/or the School Advisory Council at an
- 7 existing public school are the only applicants who may propose the
- 8 conversion of the existing school to a Charter School (“Converted
- 9 Charter School”). It is School Board’s policy at this time that due to
- 10 overcrowding and to minimize disruption to the District as a whole,
- 11 a Charter School or a Converted Charter School cannot utilize
- 12 existing or future facilities of the School Board. An application for a
- 13 Converted Charter School must include verified support of at least
- 14 50% of the total number of teachers employed at the school and 50%
- 15 of the parents voting whose children are enrolled at the school
- 16 provided that a majority of the parents eligible to vote participate
- 17 according to State Board Rules. In calculating the 50% approval
- 18 rate, each teacher, as defined in section 228.041(9), Florida
- 19 Statutes, shall be given one vote and the parents or legal guardians
- 20 of each student shall be given one vote so that the number of
- 21 parental votes are equal to the number of students. *Amended*
- 22 *6/16/98*
- 23
- 24 (2) Deadline for Application All completed applications must be
- 25 received in the Superintendent’s office by February 1st, no later than
- 26 5:00 p.m., for schools which are intended to operate during the next
- 27 school year. All applications will be date stamped when they are
- 28 received. The applicants may withdraw the application at any time
- 29 before the decision of the School Board. *Amended 6/16/98*
- 30
- 31 (3) Public Hearing A public hearing must be held to insure community
- 32 input prior to the approval of Charter applications and the Charter
- 33 Contract.
- 34
- 35 (4) Department of Education The Department of Education (DOE) shall
- 36 provide information regarding Charter Schools. The DOE may also
- 37 provide technical assistance to applicants upon written request.
- 38
- 39 (5) Application Form An application to the School Board to sponsor a
- 40 Charter School must be on the form promulgated by the
- 41 Superintendent which is incorporated by reference into this rule.
- 42 The application must include a worksheet for Charter School Budget
- 43 Estimates, which is incorporated by reference into this rule. The
- 44 application must be verified (notarized) and include any additional
- 45 requirements provided for in this School Board rule. If the
- 46 Superintendent has not promulgated an application form which is
- 47 approved by the School Board, the application form promulgated by
- 48 the DOE shall be used by applicants, it is also incorporated by
- 49 reference into this rule. *Amended 6/16/98*
- 50
- 51 (6) Background Information The applicants must provide the School
- 52 Board with background information on each applicant and any other
- 53 individuals who will be involved with the organization and operation

1 of the Charter School. The applicants and such individuals must
2 provide fingerprints and information required herein and written
3 permission to the School Board to conduct any background checks.
4 The Charter School must disclose background information with
5 regard to related entities and predecessor entities, including
6 background information of the shareholders, directors, officers, etc.
7 of these entities and the litigation history of these entities. The
8 Charter School must elect to be either a private or public employer.
9

10 C. Charter Contract

11
12 The Charter Contract will include by reference all information submitted to
13 the School Board on the application. A Charter Contract Form is
14 incorporated by reference into this rule and will be maintained by the
15 Superintendent. The Charter Contract must contain the provisions of the
16 Charter School Form, unless a deviation from items not required by the
17 Charter School Legislation is within the best interest of the School District
18 as a whole. The Charter Contract must include the following agreements:
19 *Amended 6/16/98*
20

- 21 (1) The Charter School shall organize as or be operated a non-profit
22 organization. The shareholders, directors, officers, or other such
23 individuals including persons providing information required in
24 B(6) and shall not change without the written approval of the School
25 Board. *Amended 6/16/98*
26
- 27 (2) Any contract entered into between the Charter School and a third
28 party must provide that the third party contractor is not a public
29 employee and is not entering into a contract with the School Board
30 of Osceola County, Florida.
31
- 32 (3) The Charter School must provide insurance which is acceptable to
33 the School Board, Superintendent, and School District Risk and
34 Benefits Management Department. The Charter School must
35 maintain appropriate levels of commercial general liability insurance,
36 automobile liability insurance, worker's compensation insurance,
37 and professional liability insurance. The School Board of Osceola
38 County, Florida must be listed as an additional named insured on
39 these policies. The Charter School must notify the School Board of
40 any changes in insurance coverage.
41
- 42 (4) The School Board of Osceola County, Florida will not be held liable
43 for any claim, action, damage, injury, liability, cost or expense of
44 any kind whatsoever including, but not limited to attorneys' fees and
45 court costs arising out of injury to a person or property damage as a
46 result of any acts, including negligence of the Charter School or its
47 agents, employees, invitees, or contractors. The Charter School
48 will indemnify and hold the School Board harmless for any such
49 claims.
50
- 51 (5) The Charter Schools shall be opened to any student residing in the
52 School District. Nevertheless, a Charter School may specialize in a
53 certain area, as described in the Charter School legislation, but it
54 cannot discriminate according to race, color, or creed. The Charter

1 School must provide equal opportunity for exceptional education
2 students and limited English proficient students.
3 *Amended 6/16/98*

4
5 (6) Revenue for students enrolled in a Charter School shall be funded
6 according to the Charter School Legislation. Since funding for the
7 Charter School is based on the number of Full-Time Equivalent
8 (FTE) students, it is essential that records of student attendance be
9 maintained in a format consistent with District and state reporting
10 requirements. The Charter School will be fully responsible for
11 collecting and maintaining accurate and appropriate records and for
12 reporting attendance in a timely manner to the District.

13
14 (7) An administrative fee charged by the School District to a Charter
15 School shall be equal to the actual cost of administering the contract
16 or 5% of the available Charter School funds, whichever is less.
17 This fee may be charged by the School Board each month and may
18 be withheld from any payments made to the Charter School.

19
20 (8) The District will pay the Charter School its portion of FTE funding
21 and any other funding after the funds have been received by the
22 District. Payment shall be made to the Charter School no later than
23 ten (10) working days after receipt of state or federal funds by the
24 School Board. Payment shall be on a monthly basis in arrears based
25 upon the estimated number of FTE students in membership during
26 the FTE survey period. The final payment, during any fiscal year
27 shall be adjusted to reflect the number of actual FTE students in
28 membership during the FTE survey period. If the Charter School's
29 portion of the FTE is adjusted downward, the Charter School will
30 reimburse the School Board for the amount of the downward
31 adjustment. *Amended 6/16/98*

32
33 (9) The Charter School must provide proof of ability to finance the start-
34 up costs of the Charter School. This may be by proof of a line of
35 credit or the deposit of an adequate amount of money into an escrow
36 account. The School Board may approve a Charter Contract before
37 the Charter School has secured space, equipment, or personnel, if
38 the Charter School indicates approval is necessary to raise working
39 capital. *Amended 6/16/98*

40
41 (10) A Charter School shall utilize facilities which comply with the State
42 Uniform Building Code for Public Educational Facilities
43 Construction or with applicable State minimum building codes as
44 provided in the Charter School Legislation and other Florida
45 Statutes. The Charter School must specify the facilities to be used
46 and their location, unless the School Board approves the Charter
47 Contract prior to the identification of the facilities. If this occurs, the
48 Contract should be amended to indicate the facilities when they have
49 been identified. At this time, it is the policy of the School Board that
50 a Charter School cannot use existing or future school facilities.
51 Should the policy of the School Board change, fair market value will
52 be charged for the use of the School Board facilities. Lack of
53 compliance with applicable facilities' requirements will be grounds

1 for termination of the Charter Contract. The Charter School will
2 allow the School Board to conduct inspections of the facilities at
3 reasonable times to insure compliance. *Amended 6/16/98*

- 4
5 (11) The Charter School shall select its own employees and those
6 employees shall have the option to bargain collectively in accordance
7 with the Charter School Legislation. Teachers employed by or
8 under contract with a Charter School shall be certified as required in
9 chapter 231, Florida Statutes. If the Charter School employs or
10 contracts with skilled select non-certified personnel to provide
11 instructional services or to assist instructional staff members as
12 teachers' aides, the Charter School must comply with the
13 requirements of Chapter 231, Florida Statutes. A Charter School
14 shall employ or contract with employees who have been
15 fingerprinted as provided in the Florida Statutes. The Charter
16 School shall check the background of all Charter School employees
17 in accordance with School Board policy and the Florida Statutes.
18 All employees of the Charter School must meet the requirements for
19 good moral character as required for District employees. Failure of
20 the Charter School to meet this requirement will be good cause to
21 revoke the Charter Contract.
22
- 23 (12) If the Charter School non-renews or terminates the Charter Contract,
24 it must notify the School District in writing ninety days prior to the
25 date of termination. The Charter School organization shall
26 reimburse the School Board for all costs incurred by the School
27 Board as a result of the termination. *Amended 6/16/98*
28
- 29 (13) The Charter School shall be accountable to the School Board with
30 regard to all obligations under the Charter Contract, State and
31 Federal law. The Charter School will provide the School Board
32 with documentation as reasonably requested by the School Board.
33 The Charter School shall be subject to an annually financial audit
34 similar to that of the School District. The audit shall be conducted
35 by an independent financial auditor, the Auditor General, or a
36 School Board auditor. The Charter School shall bear all costs of
37 such audit.
38
- 39 (14) The Charter School must meet all applicable State and local health,
40 safety and civil rights requirements.
41
- 42 (15) The Charter School shall not violate the Anti-Discrimination
43 Provisions of the Florida Statutes. The Charter School must be
44 non-sectarian in its programs, admissions policies, employment
45 practices, and operations.
46
- 47 (16) The parties to the Charter Contract shall agree that any conflict
48 arising out of the Charter School Contract shall proceed to non-
49 binding mediation. If a settlement is not reached, any action will be
50 governed under the laws of Florida and the venue for such action
51 shall be Osceola County, Florida.
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(17) The Charter School must provide for the transportation of students consistent with the Charter School Legislation and the requirements of chapter 234, Florida Statutes.

(18) The Charter School must provide measurable academic goals to be achieved and a method they will use to evaluate the progress of the students toward those goals. The School Board may conduct an independent evaluation of the goal achievement.

D. School Board Determination

The School Board, after reviewing all applications for Charter Schools and all applications for renewal of a Charter School Contract, shall vote to approve or deny the application no later than sixty days after the application is received. The factors to be considered by the School Board include the impact of the Charter School on the entire District, the ability of the Charter School to comply with the terms of the Charter School Contract and the requirements of State and Federal law, including the Charter School Legislation. Approval of a Charter application may be contingent on certain factors, including the execution of a Charter Contract.

E. Operation of the Charter School

Each Charter School shall be operated in accordance with the Charter Contract, School Board Rules, and State and Federal law.

(1) Each Charter School must operate in accordance with the Charter Contract and shall be exempt from statutes of the Florida School Code, except those pertaining to civil rights and student's health, safety, and welfare, or as otherwise required by the Charter School Legislation or State or Federal law. The Charter School shall not be exempt from Chapter 119 and section 286.011, Florida Statutes, relating to public records, public meetings, public inspection and penalties.

(2) Student records for those students attending a new Charter School can only be released to the Charter School if the Charter School provides written permission from the student or the student's parent or legal guardian in accordance with the Florida Statutes.

(3) The Superintendent will monitor the progress of each Charter School and review the Charter School in its progress toward the goals established in the Charter. Student records created by the Charter School shall be open to the Superintendent in order to monitor the progress of the school. The Superintendent shall also monitor the revenues and expenditures of the Charter School. The Superintendent shall monitor whether the Charter School is innovative and consistent with the State education goals established by section 229.591, Florida Statutes. The Superintendent will make recommendations to the School Board regarding the progress of each Charter School.

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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*

1 G. Fingerprint Processing Amended 6/27/95, Revised 6/17/97

2
3 All prospective employees and former employees with a break in service of
4 ninety (90) or more days, shall file a complete set of fingerprints taken by
5 an authorized law enforcement officer or an employee of the School District
6 who is trained to take fingerprints. These fingerprints shall be submitted to
7 the Department of Law Enforcement for state processing and to the Federal
8 Bureau of Investigation for federal processing. Amended 6/27/95

9
10 All prospective employees and former employees with a break in service of
11 ninety (90) or more days, found through fingerprint processing to have
12 been convicted of a crime involving moral turpitude shall not be employed
13 in any position requiring direct contact with students. The Superintendent
14 or his/her designee shall review the criminal history of each employee for
15 compliance with standards of good moral character. For the purposes of
16 this subsection, "a crime involving moral turpitude" shall be defined
17 consistent with current state law.

18
19 The Superintendent shall develop procedures to implement fingerprint
20 processing of employees in accordance with this Rule and Florida Statutes.

21 Auth: 231.02 & 231.001, F.S.

22
23
24 H. All new employees, except school-based food service workers, bus drivers,
25 bus aides and professional support staff substitutes, will pay the full cost
26 for processing of fingerprints with the Florida Department of Law
27 Enforcement and the FBI. However, for employees with start dates on or
28 after July 1, 1995, if within six (6) months, a school-based food service
29 worker, bus driver, bus aide or professional support staff substitute
30 employee is hired as an employee in a position that would have required the
31 payment of the full cost of processing fingerprints, he/she shall reimburse
32 the District for the full cost. Amended 7/23/91 & 6/27/95

33
34 I. All professional support staff positions shall require either a high school
35 diploma or a G.E.D. after July 1, 1990. Current employees without high
36 school diplomas shall be "grandfathered" and allowed to continue working
37 in their current positions.

38
39 If an area is determined to be a "critical shortage" area by the Personnel
40 Department, the Superintendent may waive this requirement by notifying the
41 School Board of the dates for such a waiver.

42
43 J. All applicants shall provide true and accurate information on the application
44 form when applying for a position. If inaccurate information is given, the
45 applicant may not be considered for employment until one (1) year after the
46 date of application. Amended 6/17/97

47
48 Any employee who is discovered to have given inaccurate, incomplete, or
49 false information on the application form shall be considered for disciplinary
50 action up to and including termination. A review panel, consisting of the
51 employee's administrative supervisor and the Superintendent's designee,
52 shall determine the appropriate disciplinary action to be taken.

53 Amended 6/30/92 & 6/17/97

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K. An administrator, with written approval from the Personnel Department, may place a current employee into an advertised vacant position, for which the employee qualifies, for a period of time not to exceed sixty (60) days.

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

1 with the provisions of section 893.08, and consider the request in
2 light of the extent, duration and frequency of use of the drug; the
3 underlying cause for use of the drug; and any other considerations
4 relevant to the performance requirements of the position for which
5 applied.

6
7 The Superintendent's decision on any request for waiver shall be
8 final.

- 9
10 (4) The term "illegal drug" shall be defined as any drug listed or defined
11 as a "controlled substance" by Chapter 893, Florida Statutes.
12 *Amended 6/30/92*
- 13
14 (5) Applicants whose results are positive on the drug screening test may
15 not reapply for employment until one (1) year after the date the
16 results are determined.
- 17
18 (6) Test results are confidential medical records.
- 19
20 (7) Substitute employees (substitute teachers, temporary contracted
21 employees and part-time Adult Education teachers) working within
22 the past fiscal year will not be drug tested. If these employee types
23 have not worked within the past school year, drug testing will be
24 required.
- 25
26 (8) Substitute employees (substitute teachers, temporary contracted
27 employees and part-time Adult Education teachers) transferring to
28 full-time status will be drug tested if they have not been previously
29 tested under this rule.
- 30
31 (9) Employees returning from a Board approved leave of absence or
32 sabbatical will not be tested.

33
34 Auth: 231.001, F.S.

35
36 P. Reporting of Arrests

37
38 All employees shall report, in writing, within 48 hours to the
39 Superintendent or his/her designee, any arrests/charges placed upon them
40 involving a child or the sale and/or possession of a controlled substance. In
41 addition, any conviction, finding of guilt, withholding of adjudication,
42 commitment to a pretrial diversion program, or entering a plea of guilty or
43 Nolo Contendere for any criminal offense other than a minor traffic
44 violation within 48 hours after the final judgement shall also be reported in
45 the same manner. *Adopted 6/15/99*

46
47 4.1.2 Employment Procedure *Amended 6/27/95*

48
49 A. Appointment

- 50
51 (1) The selection of new appointees shall be originated by the
52 administrator of the unit in which the individual is to work, and
53 proceed through the chain of command.

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(2) Application forms shall be provided by the District Office and shall be filled out by the applicants to provide pertinent data for evaluation. Applications and test scores remain on file for a period of one (1) year. *Amended 6/29/93*

(3) Prior to being recommended for employment by the Superintendent and prior to the first day of employment, the prospective employee must have a completed application on file. A completed application shall include, but not be limited to:

- a. three (3) reference forms (on the District's forms). Documented telephone reference checks by the hiring administrator or supervisor may be substituted on a one for one basis; and
- b. TB test results; and
- 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.

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- 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

C. Employment Status

(1) Probationary Period

All new professional support staff employees shall be placed on a ninety (90) day probationary period. If an employee's fingerprint report does not clear within the ninety (90) day probationary period, the probationary period will continue. Benefits may be extended to the employee after ninety (90) days of employment if the delay in clearance of fingerprints is due to no fault of the employee. Probation may be waived by the Superintendent for returning employees provided that the prior employment with the School District has been within the past five (5) years. This waiver provision shall not apply to temporary employment contracts. At the conclusion of the probationary period the employee shall either be placed on annual employment status or terminated. During the probationary period, an employee may be terminated without cause.
Amended 4/16/91 & 6/28/94

(2) Annual Employment *Adopted 6/28/94*

The School Board shall employ all professional support staff personnel in accordance with Section 231.3605, Florida Statutes. All professional support staff employees shall be employed on an annual basis for a minimum of three (3) years. At the conclusion of any fiscal year, an employee on annual status may be non-renewed without cause. Notification of non-renewal shall be made in writing not later than May 15. Such non-renewal shall not be subject to review or appeal nor subject to the procedures contained in Section 4.3. *Amended 10/4/94*

As used herein, reference to "annual status" or similar descriptive language concerning the annual appointment, shall mean the probationary status mentioned in Section 231.3605, F. S. During this annual status, after successful completion of the probationary period described in Section 4.1.2(C)(1) of these policies, the employee may not be terminated or suspended without following the procedures specified herein. However, the employee may be dismissed without cause and without entitlement to the procedural

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protection afforded herein during the probationary period described in Section 4.1.2(C)(1) of these policies. *Adopted 10/4/94*

(3) Continuous Employment Status *Adopted 6/28/94*

a. The School Board shall provide continuous employment status as prescribed herein provided there is a position available at the worksite for the employee and the employee:

1. Has completed three (3) years of satisfactory service in the District, during a period not in excess of five (5) successive years, such service being continuous except for leave duly authorized and granted; and
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*

1 (4) Return to Annual Status *Adopted 6/28/94*

2
3 Any member of the professional support staff who is under
4 continuous employment status who transfers to a different position
5 with substantially different job responsibilities shall be returned to
6 annual status for a period of one year.

7
8 a. At the conclusion of one year, if the employee's performance
9 is deemed satisfactory by the administrator or supervisor, the
10 employee shall be granted continuous employment status.

11
12 b. If, at any time during the year, the employee's performance
13 fails to meet the expectations of the administrator or
14 supervisor, the employee will be given the opportunity to
15 return to the previously held position, if it is available. If the
16 previously held position is not available, the employee shall
17 be offered a similar position in the District, if such a position
18 is available.

19
20 c. If the employee's performance is deemed unsatisfactory in
21 the opinion of the administrator or supervisor, and no
22 position is available at the previous level, the employee may
23 be non-renewed at the end of the fiscal year.

24
25 d. An employee who returns to a previous level shall retain the
26 employment status previously held at that level.

27
28 (5) Reduction in Force *Adopted 6/28/94*

29
30 a. In the event the Superintendent determines that there is to be
31 a reduction in employee allocations for any reason, an
32 affected employee shall be given the opportunity to transfer
33 to an available position, provided the employee meets the
34 qualifications of the new position and has clearly
35 demonstrated the ability to meet the requirements of said
36 position.

37
38 b. In making involuntary transfers or lay-offs, length of service
39 in the District shall be considered.

40
41 (6) Initial Implementation of Continuous Employment Status
42 *Adopted 6/28/94 Amended 10/4/94*

43
44 a. During the 1994-95 fiscal year, all professional support staff
45 employees in the District shall be placed on annual status.

46
47 b. At the conclusion of the 1994-95 fiscal year, those
48 professional support staff employees who have documented
49 three or more years of service within the past five years may
50 be recommended for continuous employment status.
51 However, at the discretion of the administrator or
52 supervisor, an employee may be placed on an additional year
53 of annual service.

1 4.1.3 Salary Schedules

2
3 A. Salary schedules for professional support staff shall provide for the various
4 classifications of employees of the District. Salary differentials shall be
5 based on objective factors which shall be set forth in the salary schedule.
6 The Board shall annually adopt and spread on its minutes a salary schedule
7 for employees. New positions or classifications added during the year for
8 which provisions were not made in the annual salary schedule shall be
9 included in such salary schedule by proper amendments officially adopted
10 by the Board. Salary policies and schedules shall be found in the Salary
11 Handbook as annually adopted by the Board. *Amended 6/29/93*

12
13 B. All regular employees of the School District, employed on an hourly, daily,
14 or monthly basis and for which payroll deductions are required, shall
15 receive all compensation for services rendered by School District Warrants.

16
17 C. Testing criteria and procedures for professional support staff office
18 positions will be adopted by the School Board. *Amended 7/23/91*

19
20 D. Experience Pay

21
22 (1) Experience pay shall be granted, provided the experience is in the
23 area of work being done at the present time. Outside work
24 experience up to a maximum of five (5) years may be brought into
25 the system and verification on approved forms must be returned to
26 the Personnel Department before the end of the ninety (90) day
27 probationary period.

28
29 (2) Verified past work experience to be used for pay purposes must be
30 complete, properly filled out and returned to the Personnel
31 Department during the ninety (90) day probationary period. Verified
32 experience will be paid retroactively from the first day of current
33 employment. *Amended 6/29/93*

34
35 (3) Personnel transferring or being promoted into new positions will
36 have ninety (90) days to verify their work experience for pay
37 purposes in the new position. However, if an employee attempted
38 to obtain the verification as documented in the personnel file and
39 through no fault of his own, the deadline was not met, the ninety
40 (90) day requirement may be extended or waived at the discretion of
41 the Superintendent. *Amended 6/30/92*

42
43 (4) Personnel transferring within the same pay grade (example: aide to
44 aide, secretary to key punch) shall maintain their level of experience,
45 provided the person meets the qualifications that the new position
46 requires.

47
48 E. No deductions shall be made from the salaries of the employees of the
49 School District unless such deductions are required by law or approved in
50 writing by the employees to be affected. Such authorization shall continue
51 until terminated in writing. *Amended 7/23/91*

52
53 Auth: 230.22, F.S. Imple: 230.23(5)(d), F.S. and SBR 6A-1.52

1
2 4.1.4 Definitions of Professional Support Staff
3

4 A. Full-time employees are those who are employed to work four (4) or more
5 hours each day and five (5) days each week unless otherwise stipulated by
6 School Board Rules.

7
8 Full-time employees are entitled to all fringe benefits provided by the School
9 District.

10
11 B. Part-time employees are those who work less than twenty (20) hours
12 weekly. *Amended 7/23/91*

13
14 Any part-time employees hired after adoption of this rule are not entitled to
15 fringe benefits by the School District, however, those currently employed
16 will continue to receive fringe benefits until their employment is terminated.

17
18 C. Temporary employees are those who are paid only for the hours they
19 actually work. They are not entitled to the fringe benefits provided by the
20 School District. Employees shall be informed at the time of employment
21 that such employment is of a temporary basis rather than permanent. This
22 employment shall not be in excess of six (6) calendar months in a school
23 year. *Amended 7/23/91*

24
25 D. Substitute employees are those who perform services which are normally
26 performed by a permanent employee and which are performed during the
27 absence of a permanent employee not receiving pay. They are not entitled to
28 the fringe benefits provided by the School Board.

29
30 4.2 LEAVES OF ABSENCE

31
32 4.2.1 General Rules
33

34 A. Leaves shall be officially granted in advance and shall not be granted
35 retroactively, provided that leave for sickness or other emergencies may be
36 deemed to be granted in advance if a prompt report is made to the designated
37 authority at the termination of leave. Such proper absence from duty shall
38 be in accordance with and subject to the provisions of State Board Rule 6A-
39 1.077.

40
41 Any such leave shall be classified as one of the following:

- 42
43 (1) Illness-in-line-of-duty leave (with pay)
44
45 (2) Military Leave (without pay)
46
47 (3) Personal Leave (without pay beyond six [6] charged to sick leave)
48
49 (4) Staff Development Leave (with pay)
50
51 (5) Sick Leave (with pay)
52
53 (6) Adoptive Leave (without pay)

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- (7) Jury Duty Leave (with pay)
- (8) Witness Leave (with pay)
- (9) Vacation Leave (with pay)
- (10) Extended Leave (without pay)
- (11) Maternity Leave (without pay beyond the sick leave balance)
- (12) Charter School Leave (without pay)
- (13) Natural Disaster Leave

B. Family Medical Leave *Adopted 6/28/94, Substitute rule adopted 6/15/99*

The board will provide Family and Medical Leave to qualified employees pursuant to the provisions of The Family and Medical Leave Act (FMLA), Federal Regulations. The Superintendent is authorized to create and carry out all procedures necessary to implement this Rule and The Family and Medical Leave Act of 1993.

Authority: Federal Regulations, Part 825 of the Code of Federal Regulations, Title 29, US Department of Labor, Employment Standards Administration, Wage and Hour Division.

- (1) To be “eligible” to apply for leave authorized under the FMLA, an employee must:
 - a. have worked for the District for at least twelve (12) months; and
 - b. have worked at least 1,250 hours, as determined by the Fair Labor Standard Act, during the year preceding the start of the leave.

An eligible employee is entitled to take up to 12 weeks for FMLA leave in a “rolling” 12 month period measured backward from the date an employee uses FMLA leave.

- (2) Leave may be requested for any of the following reasons:
 - a. Birth of a child and care for a newborn child
 - b. Placement of a child for adoption or foster care

(Leave must be completed within 12 months of birth, adoption or foster placement, 825.201)
 - c. Leave to care for employee’s spouse, child or parent with a serious health condition

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- d. Leave due to employee's own serious health condition that makes the employee unable to perform the functions of his/her position because he/she is:
 - 1. unable to work at all due to the serious health condition; or
 - 2. unable to perform any one of the essential functions of the position within the meaning of the Americans with Disabilities Act, due to the serious health condition.

(3) FMLA limits the leave that may be taken by spouses who work for the same employer to a combined total of 12 workweeks during any 12 month period if leave is taken for (1) birth of the employee's son or daughter or to care for the child after birth; (2) for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement; or (3) to care for the employee's parent with a serious health condition. The limitations do not apply, however, to leave taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or to his or her own serious illness.

(4) FMLA requires an employer to maintain coverage under any "group health plan...for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave." In the case of unpaid FMLA leave, premium amounts and due dates will be provided to the employee by Risk & Benefits Management. An employee may choose not to retain group health plan coverage or optional benefits during FMLA leave. However, when a employee returns from leave, the employee is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying conditions.

The regulations provide for a 30-day grace period after agreed upon date for payment within which the employee may make payment of the premium without affecting health benefit coverage. If the employee does not make the payment within the 30-day grace period, the District will cease to maintain health coverage on the date the grace period ends, but in no event shall the District cease to maintain health coverage without having first given the 15-day required notice.

The District can recover premiums it paid for maintaining group health plan coverage during the period of unpaid FMLA leave if the employee fails to return to work and terminates their employment except due to:

- a. His/her own serious health condition.
- b. Circumstances beyond his/her control.

1 c. Denial or restoration due to key employee status.

2
3 Authority: F.R. 825.209

4
5 (5) Employees must give 30 days advance notice to the District of the
6 need to take unpaid FMLA leave when it is foreseeable. When it is
7 not practicable under the circumstances to provide such advance
8 notice, notice must be given "as soon as practicable," ordinarily
9 within one or two business days of when the employee learns of the
10 need for the leave. F.R. 825.100; 825.302.

11
12 (6) Employees who wish to take Medical Leave as outlined above,
13 should consult with employers when giving notice and make
14 reasonable efforts to schedule the leave so as not to unduly disrupt
15 the employer's operations, subject to approval of the health care
16 provider (F.R. 825.302; 825.303).

17
18 (7) Medical leave as outlined above may be taken intermittently when
19 medically necessary. Under such circumstances, the employer may
20 require the employee to transfer temporarily, during the period the
21 intermittent or reduced leave schedule is required, to an available
22 alternative position for which the employee is qualified and which
23 better accommodates recurring periods of leave than does the
24 employee's regular leave position (F.R. 825.203; 825.204).

25
26 (8) Although FMLA leave is generally unpaid, the Act permits an
27 employee to substitute accrued paid leave under certain
28 circumstances. Accrued paid vacation or personal leave may be
29 substituted for any FMLA qualifying purposes. Any accrued paid
30 leave used will run concurrently with the employee's FMLA leave.
31 If the employer designates the leave as FMLA leave, the employee's
32 FMLA 12-week leave entitlement may run concurrently with a
33 worker's compensation absence when the injury is one that meets
34 the criteria for a serious health condition.

35
36 As the worker's compensation absence is not unpaid leave, the
37 provision for substitution of the employee's accrued paid leave is
38 not applicable (F.R. 825.207).

39
40 (9) The District will require a medical certification from a health care
41 provider to support ALL FMLA leave requests. Employees must
42 provide such certification in a timely manner. In addition, for leaves
43 due to a serious health condition, a periodic status report will be
44 required and the employee will be required to provide a fitness-for-
45 duty at the time the employee returns to work. Also, the employee
46 has a responsibility to advise Risk & Benefits Management of any
47 significant changes in his/her condition or condition of family
48 member who is under his/her care. Any employee contact changes
49 during the leave need to be submitted to Risk & Benefits
50 Management immediately. (F.R. 825.305).

51
52 (10) An eligible employee who takes FMLA leave is entitled to be
53 restored to the same position that the employee held when the leave

1 started, or to an equivalent position with equivalent benefits, pay,
2 and other terms and conditions of the employment.

3
4 C. Vacation and sick leave will not be earned for months on leave without pay.
5 A suitable vacancy must exist for an employee who wishes to return to
6 work during the school year in which leave without pay is granted.

7
8 D. Employees on authorized leave without pay shall be eligible to continue on
9 School District group insurance benefits. The employee shall be personally
10 responsible for full payment of the premiums or costs.

11
12 E. Released Time

13
14 Each principal or Administrative Department head shall have the authority to
15 release members of his professional support staff for less than one-half
16 (1/2) day for temporary absence without requesting approval of the
17 Superintendent or the Board, provided, however, that these temporary
18 absences are kept to a minimum.

19
20 RETURNING FROM LEAVE

21
22 Employees shall be required to show a doctor's release to return to work after
23 maternity leave, any long-term medical leave or worker's compensation.

24
25 Auth: 230.22, F.S.

26 Imple: 231.48, F.S. and SBR 6A-1.077

27
28 4.2.2 Extended Leave

29
30 A. Extended leave shall be defined as leave without pay for more than ten (10)
31 consecutive days. *Amended 7/23/91*

32
33 B. Employees shall be eligible for extended leave without pay after three (3) or
34 more years of continuous service. The three (3) year requirement may be
35 waived in extenuating circumstances as recommended by the Superintendent
36 and approved by the Board. Extended leave, when granted, shall not
37 exceed one (1) year, except that military leave shall be granted for a longer
38 period as necessary for the completion of active duty. Maternity leave is
39 exempt from the three (3) year provision.

40
41 C. An extended leave without pay request must be made in writing on the form
42 prescribed by the District. The request shall specify the time of the leave
43 and the reason for the request. The length of the leave and the reason for
44 the request shall be recorded in the Board minutes. The School Board shall
45 have the right to determine that the leave is used for the purpose set forth in
46 the application, and if not so used, the Board shall have authority to cancel
47 the leave.

48
49 D. The leave must be approved by the employee's immediate supervisor and
50 the Superintendent or his designee before it is presented to the Board for
51 approval.

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E. Extended leave may be renewed upon request for an additional period not to exceed one (1) year, subject to Board approval. Automatic renewal of an extended leave is not granted. It shall be the responsibility of the person on leave to request renewal. If no request for renewal is made prior to the expiration of the leave, employment shall be terminated.

F. Personal leave without pay may be requested for, but not limited to:

- (1) Leave to serve in the armed services
- (2) Leave for academic study
- (3) Leave for serving in the Peace Corps
- (4) Leave for child rearing (for natural or adoptive child)
- (5) Leave for childbearing
- (6) Leave to run for or serve in an elected office
- (7) Leave to participate in exchange programs in other states or countries

Auth: 230.22, F.S.
Imple: 231.48, F.S. and SBR 6A-1.080

4.2.3 Military Leave

Military leave shall be granted and compensation paid in accordance with State Board Rule 6A-1.083.

The School District shall supplement the military pay of employees who are reservists called to active military service for the first thirty (30) days with full pay and, thereafter, in an amount necessary to bring their total salary, inclusive of their base pay plus supplements, to the level equal at the time they were called to active military service. The School District will continue to provide dependent health insurance coverage, upon request, at the expense of the employee.
Amended 3/19/91

4.2.4 Sick Leave

Any member of the professional support staff who is unable to perform his daily duties because of illness or because of the illness or death of a father, mother, brother, sister, husband, wife, child, or other close relative or member of his household, and who consequently has to be absent from duty, may claim sick leave. Sick leave must be taken only when necessary and must be certified by an application signed by the applicant and approved by the principal or supervisor.

A. Effective July 1976, family members and close relatives, for the purposes of sick leave, shall be defined by the Internal Revenue Service publication, Your Federal Income Tax.

1 Sick leave may be taken for maternity.

2
3 Sick leave for professional support staff shall amount to one (1) day for each
4 month of employment to be credited at the end of the month and may be
5 earned at the rate of one day per month.

6
7 An employee earning pay for at least seventy-five percent (75%) of the
8 workdays in the month shall be treated as earning benefits for a month of
9 employment. Such sick leave shall be cumulative from year to year.

10
11 There shall be no limit on the number of days of sick leave a member of the
12 professional support staff may accrue. *Amended 6/27/95*

13
14 In cases of investigated sick leave abuse, the supervising administrator may
15 recommend to the Superintendent that the employee present a certificate of
16 illness from a licensed physician. *Adopted 6/29/93*

17
18 Employees working in a combination of two (2) or more positions shall be
19 assigned a primary position and shall be entitled to all benefits earned in that
20 position. All other work shall be considered as extra pay and no additional
21 benefits will be earned. *Amended 7/23/91*

22
23 Employees formerly employed by the School District shall have any
24 accumulated sick leave reinstated upon reemployment. The reinstated leave
25 shall be reduced only to the extent that the number of days used in another
26 district exceeds the number earned in that district.

27
28 **B. Terminal Pay for Accumulated Sick Leave *Substitute adopted 6/17/97***

29
30 (1) Any Professional Support Staff employee eligible to retire as an
31 employee of the School Board, or his/her beneficiary if service is
32 terminated by death, and retirees returning to active employment
33 shall be entitled to payment for accumulated sick leave as follows:

34
35 a. During the first 3 years of service, the daily rate of pay
36 multiplied by 35 percent times the number of days of
37 accumulated sick leave.

38
39 b. During the next 3 years of service, the daily rate of pay
40 multiplied by 40 percent times the number of days of
41 accumulated sick leave.

42
43 c. During the next 3 years of service, the daily rate of pay
44 multiplied by 45 percent times the number of days of
45 accumulated sick leave.

46
47 d. During the next 3 years of service, the daily rate of pay
48 multiplied by 50 percent times the number of days of
49 accumulated sick leave.

50
51 e. During and after the 13th year of service, the daily rate of
52 pay multiplied by 100 percent times the number of days of
53 accumulated sick leave.

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It is the intent of this section to clarify the policy that was in effect on July 1, 1995.

(2) **Definitions**

a. Years of Service

Years of service shall mean the number of years as an employee of the School Board of Osceola County, Florida.

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

1 the pool elect to do so and will remain in existence unless the
2 participation drops below 20% of the number of employees
3 eligible. The District shall provide for the establishment of a
4 Sick Leave Bank no later than February 1, 1986.

- 5
6 b. In the event the Sick Leave Bank is discontinued,
7 distribution of remaining sick leave days will be in
8 accordance with section (9) below.

9
10 (3) Replenishment Contributions

11
12 If the Bank is depleted during a school year, members may be
13 assessed up to a maximum of three (3) days per year.

14
15 (4) Administration and Governance

- 16
17 a. A Personnel Department Committee will administer the Sick
18 Leave Bank and will determine the validity of claims against
19 the Bank.
20
21 b. The Personnel Department will make available an annual
22 report of usage of the Bank to the School Board and to
23 participating members.
24
25 c. Appeals shall be handled by the Superintendent who will
26 establish a five member Appeals Committee, representative
27 of both Association and management for the purpose of
28 settling any dispute arising from claims against the Bank.
29 The Committee will be comprised of two members from the
30 OCTA appointed by the President, two members appointed
31 by the Superintendent and one professional support staff
32 employee mutually agreed upon by the Association President
33 and the Superintendent. This Appeals Committee shall be
34 the final authority on all disputes or interpretation involving
35 eligibility for benefits.

36
37 (5) Eligibility

38
39 In the event of a serious personal illness, accident or injury over
40 which the employee has no control, causing a participating employee
41 to be absent from work for an extended period of time, the employee
42 may receive paid leave as follows:

- 43
44 a. All accumulated sick leave of the employee must first be
45 expended, followed by a leave, not charged to sick, of five
46 (5) workdays per incident.
47
48 b. Applications must be made to the Personnel Department
49 including a statement from a doctor attesting to the member's
50 extended illness, accident, or injury. The statement must
51 certify:
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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.

- 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.

1 (8) Withdrawal from Participation

2
3 Any participating employee who wishes to withdraw from
4 participation in the Sick Leave Bank may do so and withdrawal will
5 be effective immediately upon receipt by the Personnel Department
6 of written notification of the employee's intent to withdraw. Any
7 previously contributed sick leave will become the property of the
8 Sick Leave Bank.

9
10 (9) Discontinuance of Sick Leave Bank

11 If it becomes necessary to terminate the Sick Leave Bank, unused
12 sick leave in the Bank will be distributed in the following manner:

- 13
14
15 a. Each member will receive an equal share of the unused days
16 to be credited to his personal accumulated sick leave account
17 in fourths of a day.
18
19 b. Any balance left will be disposed of at the sole discretion of
20 the Board.
21
22 c. In no instance will the days credited back to members be
23 greater than the number remaining in the Bank.
24
25 d. Any member joining this Sick Leave Bank acknowledges
26 that the limits of liability for any challenge to the Appeals
27 Committee's decision is limited to the number of days the
28 individual contributed to the Bank.

29
30 D. Professional support staff personnel who are granted leaves of absence may
31 be credited with earned accumulated annual leave upon re-employment.

32
33 4.2.5 Illness-In-Line-Of-Duty

34
35 Any professional support staff employee shall be entitled to illness-in-line-of-duty
36 leave when he has to be absent from his duty because of a personal injury received
37 in the discharge of duty or because of illness from any contagious or infectious
38 disease contracted in school work. The amount of illness-in-line-of-duty leave
39 available to any such employee shall be ten (10) days during the school fiscal year.
40 However, in the case of injury occurring under such circumstances as in the
41 opinion of the School Board warrants it, additional in-line-of-duty leave may be
42 granted out of local funds for such term and under such conditions as the School
43 Board shall deem proper.

44
45 Auth: 230.22, F.S. Imple: 231.48, F.S.

46
47 4.2.6 Annual Vacation Leave

48
49 Twelve-month professional support staff shall accumulate vacation as follows:

50
51 One (1) day for each month of employment for those employed by the
52 District for less than five (5) active service years.
53
54

1 One and one-fourth (1-1/4) days per month of employment for those
2 employed five (5) active service years or more.

3
4 One and one-half (1-1/2) days per month of employment for those
5 employed ten (10) active service years or more.

6
7 Earned leave shall be credited at the end of the month. An employee earning pay
8 for at least seventy-five percent (75%) of the workdays in the month shall be treated
9 as earning benefits for a month of employment.

- 10
11 A. A full-time employee whose normal working day is less than eight hours
12 shall earn and use vacation days in proportion to hours worked. No
13 professional support staff employee shall earn more than one and one-half
14 (1-1/2) eight-hour vacation days per month. A maximum of sixty (60)
15 vacation days may be carried over at the end of each fiscal year. Each
16 employee must use half of each year's earned vacation within the year in
17 which it is earned.
- 18
19 B. Annual vacation leave time for an individual employee shall be approved by
20 the Superintendent or his designee and scheduled so that there will be a
21 minimum disruption of the operation of the school system.
- 22
23 C. Employees in positions earning vacation leave who transfer or are assigned
24 to positions which do not earn vacation leave may receive payment for
25 unused vacation leave at the time of transfer or reassignment.
- 26
27 D. At the time of retirement or separation of employment, unused vacation
28 leave shall be paid as terminal pay. Those persons entering the Deferred
29 Retirement Option Program (DROP) may choose to receive payment for all
30 or part of their accumulated vacation leave at the time of entrance into the
31 DROP. Those persons choosing to receive a partial payment will receive
32 the remainder at the time of separation from employment. Total payment
33 shall be limited to sixty-nine (69) days. *Adopted 1/22/91 & Amended*
34 *6/16/98*
- 35
36 E. A leave application shall be filed with the Superintendent showing the
37 annual leave dates.

38
39 Auth: 230.33, F.S. Imple: 231.48, F.S.

40
41 **4.2.7 Personal Leave**

42
43 A. **With Pay**

44
45 Any member of the professional support staff employed by the District may
46 be absent no more than six (6) days each school year with pay for personal
47 reasons. Such absences shall be charged only to accrued sick leave, and
48 leave for personal reasons shall be noncumulative. Applications for such
49 leave shall be submitted for approval. No reason need be given by the
50 employee for personal leave other than "personal reasons". Leaves for
51 personal reasons shall be granted in advance and shall not be granted
52 retroactively.
53

1 B. Without Pay

2
3 Professional support staff employees may be granted personal leave without
4 pay for ten (10) days or less by the supervisor provided the request is
5 submitted at least one (1) week prior to the beginning date of the leave.
6 Employees absent without leave shall be subject to dismissal. An employee
7 having vacation or personal charged to sick leave available may not receive
8 personal leave without pay except in circumstances approved by the
9 Superintendent. *Amended 7/23/91 & 6/27/95*

10
11 Auth: 230.22, F.S. Imple: 231.48, F.S.

12
13 C. An employee on personal leave, without pay, may not receive holiday pay
14 unless he works or is on paid leave the day before and day after the holiday.
15 Anyone on personal leave without pay for more than ten (10) days shall be
16 placed on extended leave, if eligible, and the position advertised.
17 Professional support staff employees who are not eligible for extended leave
18 will be terminated after ten (10) days of personal leave without pay. The
19 Superintendent may extend this leave in extenuating circumstances.

20
21 4.2.8 Jury Duty

22
23 An employee shall be authorized to be absent from assigned duties, and shall
24 receive his regular salary plus court fees while serving as a juror in any court case.
25 If notice of jury duty is received, the supervisor should be immediately notified in
26 writing. Proper leave shall be requested. *Amended 7/23/91*

27
28 In the event that the employee is excused from further attendance, the employee
29 shall return to his place of assignment as expeditiously as possible. Leave forms
30 will show the adjustment. *Adopted 6/27/95*

31
32 4.2.9 Witness Leave

33
34 An employee of the District may be absent from assigned duties and shall receive
35 his regular salary, plus any witness fees, while serving as a witness in any court
36 case or other legal or administrative proceeding under the following conditions:

37
38 A. That the employee has been subpoenaed by the court or agency having
39 subpoena powers.

40
41 B. That the employee shall submit a copy of the subpoena or letter from either
42 attorney in the case to the supervisor. *Amended 7/23/91*

43
44 In the event that the employee is excused from further attendance, the employee
45 shall return to his place of assignment as expeditiously as possible. Leave forms
46 will show the adjustment.

47
48 Auth: 230.22, F.S. Imple: 231.39, F.S.

49
50 4.2.10 Temporary Duty Elsewhere

51
52 In certain instances employees may be assigned to be temporarily absent from their
53 regular duties and places of employment for the purpose of performing other

1 educational services including participating in school surveys, professional
2 meetings, study courses, workshops, etc. Such assignment to temporary duty,
3 ordinarily initiated by the District administration, shall be in conformance with State
4 Board Rule 6A-184. *Amended 3/16/91*

5
6 Employees shall receive their regular pay and be reimbursed for expenses in
7 accordance with Board Rule 2.4.8

8
9 Auth: 230.22, F.S.
10 Imple: SBR 6A-184 and 231.42 F.S.

11
12 4.2.11 Charter School Leave *Adopted 7/21/98*

13
14 An employee of the School Board may take unpaid leave to accept employment in a
15 Charter School upon the approval of the School Board. While employed by the
16 Charter School and on leave that is approved by the School Board, the employee
17 may retain seniority accrued in the School District and may continue to be covered
18 by the benefit programs of the School District, if the Charter School and the School
19 Board agree to this arrangement and its financing. The employee must apply for
20 Charter School Leave on an annual basis. An employee who is granted Charter
21 School leave may not participate in the sick leave pool because the employee is not
22 an employee of the District while on Charter School Leave. If the District at the end
23 of the leave employs the employee, the employee may participate in the sick leave
24 pool and will be credited with accumulated sick leave in accordance with School
25 Board policy when the employee returns.

26
27 4.2.12 Natural Disaster Leave *Adopted 7/21/98*

28
29 If an employee is affected by a Natural Disaster in the county where the employee
30 resides, then that employee may be eligible for Natural Disaster Leave.

- 31
32 (a) Natural Disaster: A Natural Disaster means a tornado, hurricane, flood, fire
33 or similar event.
- 34
35 (b) Eligibility: An employee may be eligible for Natural Disaster Leave if the
36 employee or the employee's immediate family (spouse, parents,
37 grandparents, children, grandchildren, or siblings) have been directly
38 affected by the natural disaster. A person is directly affected by the natural
39 disaster under the following circumstances:
- 40
41 (1) Personal injury as a result of the natural disaster,
42
43 (2) Substantial loss of property as a result of the natural disaster.
- 44
45 (c) Application: An eligible employee may file an application for a maximum of
46 ten days of paid Natural Disaster Leave. The application must include
47 documentation to support the employee's eligibility and the number of days
48 requested. An eligible employee must file an application for Natural
49 Disaster Leave within sixty days of the natural disaster.
- 50
51 (d) Approval of Leave: A determination of eligibility for Natural Disaster Leave
52 is solely within the discretion of the Superintendent or his designee. The
53 number of days of Natural Disaster Leave granted to an eligible employee is

1 also solely within the discretion of the Superintendent or his designee. An
2 employee who has been granted Natural Disaster Leave may request an
3 extension of the number of days of the leave. Approval of an extension is
4 solely within the discretion of the Superintendent.

- 5
6 (e) Reimbursement: The Natural Disaster Leave shall be paid retroactively to
7 eligible employees as a reimbursement after their application has been
8 approved by the Superintendent.
9

10 4.3 SEPARATION OF PROFESSIONAL SUPPORT STAFF

11
12 4.3.1 Resignation

- 13
14 A. Resignation of employees shall require at least two (2) weeks written notice
15 in advance of the date of termination. Unused vacation days and personal
16 leave charged to sick may be used toward all or part of this requirement.
17
18 B. All leave forms, termination forms, insurance card, prescription drug card
19 and other required paper work must be on file in the District Personnel
20 Office before the final pay check can be released. Failure to give proper
21 notice may delay the release of the final check one pay period.
22 Compensation for services rendered shall be made following the established
23 payroll date schedule.
24
25 C. An exit interview shall take place prior to or at the time of receiving the last
26 check. Termination of all benefits shall be effective as of the last official
27 day of employment.

28
29 Auth: 230.22,F.S. Imple: 230.23(5), F.S.
30

31 4.3.2 Discipline and Termination

32
33 An employee with continuous employment may be disciplined or terminated as a
34 result of unsatisfactory performance under the annual review procedures in 4.3.2
35 (A) or for the reasons enumerated in 4.3.2 (B). An employee on an annual status
36 may also be disciplined or terminated under the procedures found in Rule 4.3.2(B).
37 *Amended 6/17/97*

38
39 A. Unsatisfactory Performance by an Employee with Continuous Employment
40 Status *Adopted 6/28/94*

- 41
42 (1) On receiving notice of unsatisfactory performance, the employee, on
43 request, shall be accorded an opportunity to meet with the
44 Superintendent or his designee for an informal review of the
45 determination of unsatisfactory performance.
46
47 (2) An employee notified of unsatisfactory performance may request an
48 opportunity to be considered for a transfer to another appropriate
49 position, with a different supervising administrator, for subsequent
50 employment.
51
52 (3) During the remainder of the fiscal year, the employee shall be
53 provided assistance and/or inservice training opportunities to help

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correct the noted performance deficiencies. The employee shall also be evaluated periodically and be kept appraised of progress achieved.

- (4) Not later than May 15 of the fiscal year, the Superintendent, after receiving and reviewing the recommendation, shall notify the employee, in writing, whether the performance deficiencies have been corrected. If the performance deficiencies have not been corrected, the Superintendent will issue a notification of termination of employment. If the employee wishes to contest the termination, the employee will have fifteen (15) days from the receipt of the Superintendent's notification to demand, in writing, a hearing. In such a hearing, the employee may raise as an issue, among other things, the sufficiency of the Superintendent's charges of unsatisfactory performance. Procedures for conducting such hearing are found below.

B. Discipline and Termination of Professional Support Staff on Annual or Continuous Employment Status. *Adopted 6/28/94*

Suspension and dismissal of professional support staff personnel shall be conducted in accordance with the procedures contained below except that the Superintendent may suspend members of the professional support staff in an emergency.

- (1) An employee may be suspended without pay, discharged and/or returned to annual status for reasons including but not limited to the following:
 - a. Violation of a policy of the School Board of Osceola County, Florida.
 - b. Violation of work rules.
 - c. Gross Insubordination - Refusal to follow a proper directive, order or assignment from a supervisor.
 - d. Immorality.
 - e. Misconduct in Office.
 - f. Incompetency.
 - g. Willful Neglect of Duty.
 - h. Drunkenness.
 - i. Conviction of any crime involving Moral Turpitude.
 - j. Endangering the health, safety or welfare of any student or employee of the District.

- k. The conviction of a felony in the State of Florida or notice of conviction of a substantially parallel offense in another jurisdiction.
- l. An act committed while off duty, which because of its publication through the media or otherwise, adversely affects the employee's performance or duties, or disrupts the operations of the District, its schools or other facilities.
- m. Improper use of leave.
- n. Failure to perform work-related assigned duties.
- 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*

1
2 G. Unethical use or administration of test materials may constitute violation of
3 Florida Statutes 228.301, Test Security, and may result in fines,
4 imprisonment, and/or dismissal of involved employees.
5

6 Auth: 231.001 & 230.22, F.S.

7 Imple: 230.23(5), F.S.
8

9 4.4 TEACHER AIDES

10 It is the intent of the Board that teacher aides be used to the greatest advantage
11 possible, including substitute teaching, consistent with the provisions of Section
12 231.141, Florida Statutes, and State Board Rule 6A-1.70. *Amended 6/30/92*
13

14 Auth: 230.22, F.S.

15 Imple: 231.141, F.S. and SBR 6A-1.70.
16

17
18 4.5 RETIREMENT ANNUITIES PROGRAM

19 A. The Board will consider annually, upon the recommendation of the
20 Superintendent, requests for retirement annuities for school personnel with
21 25 years or more years of creditable service (at least five [5] of which must
22 have been in this district) who have reached the age 55 and have applied for
23 retirement under the Florida Retirement System or Teachers Retirement
24 System.
25

26 (1) All requests must be received between September 1 and October 31
27 of the calendar year for those requesting retirement during or at the
28 conclusion of that school year or four (4) months prior to retirement
29 if planning retirement before February of that school year.
30

31 (2) A copy of the official determination, by the Division of Retirement,
32 of the projected monthly benefits at the effective date of retirement
33 based on the average monthly compensation and creditable service
34 as of the member's early retirement date and the actual early
35 retirement benefits shall accompany the request.
36

37 (3) Requests of applicants between the ages of 50 and 54 may also be
38 considered by the Board if the Board first determines for that year
39 that is economically feasible to do so.
40

41 B. Between November 1 and November 30 an annual survey and study will be
42 conducted prior to the determination of the Superintendent and Board on the
43 feasibility of the program being offered during that school year with no
44 commitment to offer the program in future years unless the Board opts to do
45 so after reviewing the annual survey. The employee may be required to
46 contribute to the annuity in order to qualify.
47

48 C. The Board upon the recommendation of the Superintendent will determine
49 before January 15, whether or not the program will be offered for that year.
50

51 D. If the program is offered, the Superintendent shall make recommendations
52 pertaining to either the investment in a specific amount of current funds or
53

1 the purchase of an adequate annuity either of which would provide earned
2 income in an amount sufficient to provide the annual early retirement
3 supplemental benefit for the named employee.
4

5 E. In the event an employee has earned experience in a public school system in
6 another state, the Board may choose to purchase such out-of-state
7 experience (up to five years) as is necessary to provide regular retirement
8 benefits. This experience may not be purchased in addition to an annuity.
9 *Adopted 6/27/95*

10
11 F. The maximum monthly benefit to any individual shall be in compliance with
12 Florida Statutes.
13

14 Auth: 230.22, F.S.
15 Imple: 231.495, F.S.
16

17 4.6 MISCELLANEOUS
18

19 A. Pallbearer
20

21 The Superintendent or any principal or administrator has authority to allow
22 an employee time off to act as a pallbearer and to permit the employee to
23 make up the time to avoid loss of pay.
24

25 B. Workers' Compensation
26

27 All employees of the District are entitled to benefits of Workers'
28 Compensation when qualified as prescribed under Florida Law. The
29 employee shall receive his regular salary less Workers' Compensation
30 payments while on illness-in-line-of-duty leave.
31

32 C. Garnishment
33

34 In every case in which an attempt is made to join the District as garnishee,
35 the District shall impose its right of exemption as an agency of the State.
36

37 D. Credit Inquiry
38

39 The Superintendent, in response to a proper request by an appropriate
40 recognized lending institution or credit bureau, is authorized for credit
41 purposes to give the following information:
42

- 43 (1) The length of employment
 - 44 (2) The status of employment
 - 45 (3) Salary earned
- 46
47
48

49 In no case shall the Superintendent give any opinion as to the character of
50 the employee.
51

52 Auth: 230. 22, F. S.
53 Imple: 231.38, 230. 23(5), Chapter 440, and 230 . 33 (23), F . S .

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E. Reimbursement for Damage to Personal Items

The Board shall reimburse professional support staff for damage to clothing, dentures, eyeglasses, prosthetic devices or artificial limbs where such damage occurs as a result of:

- (1) Breaking up a fight
- (2) Protecting students or other employee(s) from physical harm or injury
- (3) Assault and/or battery occurring in the course of the legal performance of assigned duties. Such reimbursement shall not exceed the replacement cost nor be paid when the above loss is reimbursable from other sources.

Auth: 230.22, F.S.

Imple: 230.23 (5), Chapter 440, and 230 . 33 (23), F.S.

F. Councils *Adopted 6/27/95*

A professional Support Staff Council and Professional Technical Council are hereby designated to represent the concerns and interests of professional support staff employees. The members of the councils shall be selected by their peers.

The Professional Support Staff Council and Professional Technical Council are purely advisory bodies and do not have the authority to commit or obligate the School Board or District in any manner. The councils serve at the discretion of the School Board and may be modified or dissolved by future Board action in accordance with law.

These councils are not collective bargaining units. Nothing in these provisions shall be deemed to confer on the councils those things exclusively provided to collective bargaining units, unions, or similar organizations.

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Chapter 5

Instructional Personnel

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5.0 INSTRUCTIONAL PERSONNEL

5.1 EMPLOYMENT PRACTICE

5.1.1 Recruitment, Selection and Appointment

A. Personnel Philosophy

In order to secure quality educational leadership for the children of Osceola County, the School Board expects all schools to strive to acquire teaching faculties who exemplify the following attributes:

- (1) A high degree of teaching competency.
- (2) Good physical health.
- (3) Good mental health.
- (4) Healthy social attitudes.
- (5) A high degree of dedication to doing utmost for children.
- (6) Staunch adherence, active as well as passive, to the conviction that each child is valuable and should be treated in such a manner as to develop to the fullest degree possible his potential and talents.
- (7) A desire to cooperate and work with other personnel for the betterment of operational procedures, such as pupil discipline, building control, etc.
- (8) A profound and vital respect for the teaching profession and the nation, state, and community it serves.

B. Qualifications of Instructional Personnel

- (1) To be eligible for appointment in any position in the School District of Osceola County, a person shall be of good moral character and, when required by law, shall hold a certificate or license issued under regulations of the State Board of Education, except as provided in Section 231.02, Florida Statutes. *Amended 6/17/97*
- (2) No person may be employed who has not reached the age of eighteen (18) years, except as provided in Section 231.03, Florida Statutes.
- (3) All teachers shall be certified in the area in which their major assignment is made unless the Superintendent shall have approved any exceptions and reported such to the Board. Any teacher who is teaching out-of-field must complete six (6) semester hours in accordance with Board rule 5.1.2 E. *Amended 6/30/92*
- (4) All new employees are required to participate in the Florida Retirement System. Instructional employees who are members of

1 the Teachers Retirement System may continue in that system in
2 accordance with Board Rule 5.4.1. All members of the Florida
3 Retirement System shall also contribute to Social Security.

- 4
5 (5) All employees must complete a W-4 form to authorize proper
6 withholding of monies for income tax purposes.
7
8 (6) Florida Statute 876.05, requires all persons who are on the payroll
9 of the School District to take an oath to support the Constitution of
10 the United States and of the State of Florida. The oath, as amended
11 by the United States Supreme Court, is included in the Appendix to
12 these rules.
13
14 (7) All new employees and former employees with a break in service of
15 ninety (90) days or more shall be required to take a drug screening
16 test prior to an offer of employment. *Amended 6/30/92.*

17
18 Prior to being recommended for employment by the Superintendent,
19 each applicant shall be required to submit a urine sample for a
20 screening test. If the screening shows the presence of an illegal
21 drug, the sample shall then be tested by the GCMS method.
22

23 No prospective employee will be hired if the results of the drug
24 screening test indicate the presence of an illegal drug, regardless of
25 the frequency or occasion. However, the prospective employee may
26 request a waiver if he/she can show a valid prescription for the drug,
27 issued by a licensed medical practitioner or if he/she can provide the
28 drug was purchased pursuant to the provisions of Section 893.08,
29 Florida Statutes. The Superintendent or his designee shall verify the
30 validity of the prescription or compliance with the provisions of
31 Section 893.08, and consider the request in light of the extent,
32 duration and frequency of use of the drug; the underlying cause for
33 use of the drug; and any other considerations relevant to the
34 performance requirements of the position for which applied.
35

36 The Superintendent's decision on any request for waiver shall be
37 final.
38

39 The term "illegal drug" as used in this rule shall mean, any drug
40 listed or defined as a "controlled substance" by Chapter 893, Florida
41 Statutes.
42

43 Applicants whose results are positive on the drug screening test may
44 not reapply for employment until one (1) year after the date the
45 sample was given.
46

47 Please note the following related to whom is to be tested and
48 confidentiality of testing:
49

- 50 a. Employees returning from a Board approved leave of
51 absence or sabbatical will not be tested.
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- b. Prospective employees will not begin work until the results are returned. (Substitute employees will be available in emergency situations.)
- 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

1 fingerprints with the Florida Department of Law Enforcement and
2 the Federal Bureau of Investigation.

3
4 The Superintendent shall develop procedures to implement
5 fingerprint processing of employees in accordance with this Rule
6 and Florida Statutes.

7
8 Auth: 231.02 & 231.001, F.S.

9
10 (9) All new employees, all employees returning from leave of ninety
11 (90) or more days and all former employees with a break in service
12 of ninety (90) days or more, shall have a tuberculin skin test or, at
13 their own expense, a chest X-ray, at the beginning of the school
14 year or within the ninety (90) day probationary period. Certificates
15 verifying negative TB test results are valid for up to a period of one
16 (1) year. *Amended 6/30/92*

17
18 (10) Applicants shall provide true and accurate information on the
19 application form when applying for a position. If inaccurate
20 information is given and discovered by the School District during
21 the applicant's probationary period, the applicant may not be
22 considered for employment until one (1) year after the date of
23 application.

24
25 Any employee who is discovered to have given inaccurate,
26 incomplete or false information on the application form shall be
27 considered for disciplinary action up to and including termination.
28 *Adopted 6/30/92, Amended 6/17/97*

29
30 (11) Prior to being recommended for employment by the Superintendent
31 and prior to the first day of employment, the prospective
32 instructional employee must have a completed application on file.
33 This consists of an application, three (3) reference forms (on the
34 District's forms), TB test results, an application for Florida
35 certification, and official transcripts of all degrees or evidence of
36 application for such transcripts. Exceptions may be made by the
37 Superintendent in extenuating circumstances only.
38 *Adopted 6/29/93, Correction 6/28/96, Amended 6/17/97*

39
40 (12) Reporting of Arrests *Adopted 6/15/99*

41
42 All employees shall report, in writing, within 48 hours to the
43 Superintendent or his/her designee, any arrests/charges placed upon
44 them involving a child or the sale and/or possession of a controlled
45 substance. In addition, any conviction, finding of guilt,
46 withholding of adjudication, commitment to a pretrial diversion
47 program, or entering a plea of guilty or Nolo Contendere for any
48 criminal offense other than a minor traffic violation within 48 hours
49 after the final judgement shall also be reported in the same manner.
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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.

Employment applications will be kept on file for a period of one year and may be renewed annually, in writing, by the applicant.
Amended 6/30/92

(3) Responsibility of Principal

The principal shall initiate requests for employment, re-employment, promotion, or dismissal of employees in his school. He shall aid in securing references and investigating professional qualifications of teachers to be employed. He shall not consider any applicant who cannot qualify for a valid Florida Educator's Certificate. The level of the certificate may, in part, determine the base salary.

Three (3) or more official references from the most recent places of employment are required when considering an application of a new employee. The principal shall be governed by the District's personnel philosophy contained in this Chapter of Board Rules.
Amended 6/27/95

(4) Personnel Interviews and Application Reviews

All candidates selected by the principal as those who will be recommended for appointment must be reviewed by Personnel and Administrative Services. When reviewing applications for employment, the District shall evaluate all applications with the primary objective of selecting persons best suited to meet the educational needs of the children.

1 (5) Disposition of Applications

2 An applicant who has been appointed by the School Board shall be
3 notified of the appointment, and shall be given a period not to
4 exceed fifteen (15) days to accept or reject the appointment. A
5 record of appointments shall be spread upon the School Board
6 minutes prior to or at the time of written notice is given to the
7 applicant. If the appointment is a position of temporary or substitute
8 employment, the record of appointment and written notice shall so
9 state.
10

11 (6) Acceptance of Appointment

12 Any person employed on the basis of a WRITTEN offer of a
13 SPECIFIC POSITION by a duly authorized agent of the School
14 Board for a stated term of service at the rate specified in the adopted
15 salary schedule and who accepted such offer by telegram or letter or
16 by signing the regular contract form, shall be considered as having a
17 legal contract binding to both parties and shall be subject to the
18 provisions of Section 231.36, subsection (2), Florida Statutes, with
19 regard to its violation.
20

21 (7) Required Medical Exams *Adopted 6/29/93*

22 In the event any employee is unable to perform the essential
23 functions of the job notwithstanding attempts to provide reasonable
24 accommodations, then the School District shall have the right to
25 require a physical, medical and/or psychological examination at any
26 time conditions indicate the need. Any examination required by the
27 School District shall be at the School District's expense. An
28 employee who refuses a physical, medical and/or psychological
29 examination when the School District directs the examination may be
30 subject to job action; including but not limited to suspension or
31 dismissal for insubordination.
32
33
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35

36 D. Teacher Recruitment

37 Effective recruiting of quality instructional employees may include
38 provisions for paying appropriate expenses relating to such recruitment.
39 Such expenses may include moving expenses for teachers in areas
40 determined as critical need, as determined by action of the School Board.
41

42 Auth: 230.22, F.S.

43 Imple: 230.23(5), 231.02, 231.03, 231.031, 231.14, 231.17, 121.051, 876.05,
44 231.29(2), and 231.36(2), F.S.
45

46 5.1.2 Certification of Instructional Personnel

47 A. General Information

48 It shall be the responsibility of each teacher to secure and renew his teaching
49 certificate.
50
51
52
53

1 Application forms may be obtained from the Certification Office. All
2 certificate applications may be processed through the District contact for
3 certification in the District Office in order to receive priority attention from
4 the Certification Division of the State Department of Education.

5
6 All new and full-time substitute instructional employees will pay the full
7 cost of processing fingerprints with the Florida Department of Law
8 Enforcement and the FBI.

9
10 When there is a change in name, the name shall be changed on the certificate
11 and the new certificate recorded in the Superintendent's office before any
12 records may be changed.

13
14 This shall be done by sending the appropriate form and fee to the
15 Certification Section, Department of Education, Tallahassee, Florida. In the
16 event the certificate was issued by the School District, the appropriate form
17 and fee shall be sent to the School District of Osceola County, Florida.
18 *Amended 7/23/91*

19
20 Each member of the instructional staff shall file a copy of his or her
21 certificate with the Superintendent immediately upon receipt thereof.

22
23 **B. Professional Orientation Program**

24
25 A beginning teacher must satisfactorily complete the Osceola Professional
26 Orientation Program as described in the Osceola Master Inservice Plan.
27 *Amended 6/17/97*

28
29 Auth: 231.001, F.S.

30
31 **C. Extension of Certificates**

32
33 The extension of teaching certificates shall be made in accordance with the
34 provisions of Section 231.24, Florida Statutes, and State Board Regulation
35 6A-4.05, and shall be a responsibility shared between the individual and the
36 State Department of Education. Inservice training may be used to extend a
37 certificate, as outlined in the Master Inservice Plan.

38
39 **D. Non-certificated Instructional Personnel**

40
41 In each community there are persons who possess expert skill in, or
42 knowledge of, a particular subject or talent, but who do not hold a Florida
43 teaching certificate. These persons constitute an invaluable community
44 resource for the education of the pupils in that district. It is hoped that the
45 principals and teachers of the District will utilize the services of such expert
46 persons in the community in an appropriate instructional capacity. Such
47 persons may serve as non-paid volunteers or as paid members of the
48 instructional staff to render instructional service to their individual fields of
49 specialty, but shall not be required to hold a Educator's Certificate.
50 Qualifications for such non-certificated instructional personnel shall include,
51 but shall not be limited to, the following:
52

- 1 (1) Health and Age - Health and age requirements shall be the same as
2 those required for certificated instructional personnel.
- 3
4 (2) Employment Procedures - Employment procedures shall be the same
5 as those followed for certificated instructional personnel, except that
6 non-certificated instructional personnel shall not be entitled to a
7 contract as prescribed by State Board Regulation 6A-1.64(1).
- 8
9 (3) Personnel Records - The District Personnel records shall contain
10 information considered necessary by the District to establish the
11 specialty of the individual, and a statement of the instructional duties
12 assigned to and performed by each person.
- 13
14 (4) Salary - Persons possessing skills in a certain job or teaching area
15 which are considered equivalent to Bachelor's, Master's, Specialist
16 or higher shall be paid in accordance with the Board-approved Adult
17 Education salary schedule. Persons whose qualifications do not
18 warrant the above mentioned pay shall be paid at the non-certified
19 rate as provided in the Board-approved salary schedule.
- 20
21 (5) Assignment, suspension, and dismissal procedures for non-
22 certificated instructional employees shall be the same as those for
23 certificated employees. Such procedures shall be provided in
24 writing to each employee at the time of employment.
- 25
26 (6) Assessment of performance - Procedures for assessing the
27 performance of duties and responsibilities of all noncertificated
28 instructional employees shall be developed by the Superintendent to
29 ensure that each person adequately performs the duties assigned.
- 30
31
32 (7) Pupil Welfare - Each non-certificated instructional employee who at
33 any time is expected to assume responsibility for the health, safety,
34 and welfare of pupils, shall possess, in advance of assuming the
35 responsibility, a clear understanding of State and District rules,
36 policies, and regulations relevant to instructional responsibilities.
37 When assigned duties require knowledge of rules, regulations, or
38 policies of a special nature, the employee occupying a supervisory
39 position is responsible to ascertain that the teacher possesses, in
40 advance of assuming the duties, the necessary knowledge to
41 perform such duties in a proper and reasonable manner.
- 42
43 (8) Instructional Practices and Policies - Each non-certificated teacher
44 who at any time is expected to assume responsibility for promoting
45 pupil learning shall possess, in advance of assuming this
46 responsibility, a clear understanding of all State and District
47 instructional practices and policies relevant to instructional
48 responsibilities.
- 49
50 (9) Non-certificated teachers shall not be employed to teach for more
51 than 160 clock hours during any fiscal school year.
- 52

- 1 (10) A non-certificated person employed pursuant to this section shall be
2 accorded the same protection of the laws as that accorded the
3 certificated teacher.
4

5 Auth: 230.22, F.S.
6 Imple: 231.14, F.S., and SBR 6A-1.501, 6A-1.64, 6A-4.05 and 6A-1.502.
7

8 E. Out-of-Field Rule Revised 6/29/93
9

10 The hiring and/or assignment of out-of-field teachers may occur if a
11 qualified, certified teacher is unavailable.
12

13 (1) Out-of-field Assignment Other Than ESOL (English to Speakers of
14 Other Languages)
15

16 A teacher out of field in a subject other than ESOL shall complete at
17 least six (6) semester hours of college credit or the equivalent toward
18 the appropriate certification within one (1) calendar year from date of
19 initial appointment to the out-of-field assignment and each calendar
20 year thereafter until all course requirements are completed for the
21 appropriate certification.
22

23 (2) Out-of-field Assignment in Only ESOL
24

25 A teacher out-of-field in only ESOL shall complete at least three (3)
26 semester hours of college credit or the equivalent toward the ESOL
27 requirements within the first two calendar years from date of initial
28 assignment and three (3) semester hours or the equivalent during
29 each calendar year thereafter until all course requirements for
30 certification in ESOL are completed.
31

32 (3) Out-of-field Assignment in ESOL and Another Subject
33

34 A teacher out-of-field in ESOL and another subject shall complete at
35 least six (6) semester hours of college credit or the equivalent toward
36 the appropriate certification within one (1) calendar year from the
37 date of initial appointment to the out-of-field assignment and each
38 calendar year thereafter until all course requirements are completed
39 for the appropriate certification. The training shall be completed in
40 the following manner: During the first two (2) years, at least three
41 (3) of the required hours or the equivalent shall be completed in
42 ESOL strategies. Beginning with the third year and each year
43 thereafter, at least three (3) semester hours or the equivalent shall be
44 completed in ESOL strategies and at least three (3) semester hours in
45 the other out-of-field subject requirements until all course
46 requirements are completed for the appropriate coverage and the
47 ESOL endorsement. All out-of-field teachers shall sign an
48 agreement to work toward the appropriate certification. The
49 Principal shall be responsible for obtaining signatures on the
50 agreement and a copy shall be placed in the personnel file.
51

52 Auth: 230.22, F.S.
53 Imple: 231.095, F.S., SBR 6A-1.0503

1
2 F. Non-degreed Full-time and Part-time Vocational Instructional Personnel
3

4 The School Board defines non-degreed vocational instructional personnel as
5 those staff members whose qualifications are established on the basis of
6 occupational expertise in areas of Agriculture, Business, Health
7 Occupations, Home Economics, Industrial, Marketing and Public Service
8 Education; and who are assigned to teach only vocational courses when the
9 Course Code Directory specifies non-degreed vocational instructors as
10 appropriate.

11
12 The School Board authorized the employment of non-certificated teachers to
13 teach full-time in non-degreed vocational programs to comply with Section
14 231.1725(1)(c), Florida Statutes.

15
16 (1) Basic Qualifications
17

18 The Superintendent shall ensure that each candidate for employment
19 in a non-degreed full-time/part-time vocational instructional position
20 meets minimum requirements for employment and shall maintain
21 records of such information in the candidate's official personnel file.
22

23 (2) Occupational Expertise
24

25 Each candidate shall hold at least a high school diploma or the
26 equivalent based on general education development tests or other
27 achievement tests approved by the State Board which establishes the
28 equivalency for a high school diploma, and establishes the minimum
29 competency in the area of assignment based on one of the following
30 plans:

- 31
32 a. Plan One: At least six (6) years of full-time occupational
33 experience or the equivalent in part-time experience in the
34 occupational field of the teaching assignment; or
35
36 b. Plan Two: A minimum of two (2) years of full-time
37 occupational experience or the equivalent in part-time
38 experience in the occupational field of the teaching
39 assignment in combination with one of the options listed
40 below:
41
42 1. A bachelor's or higher degree - the degree must have
43 been completed at an accredited institution as
44 specified in Rule 6A-4.003, FAC with an
45 undergraduate or graduate degree major related to the
46 instructional assignment, or
47
48 2. Thirty-six (36) semester hours of college credit - the
49 college credit must have been earned at an accredited
50 institution as specified in Rule 6A-4.003, FAC in
51 skills or theory courses related to the instructional
52 assignment; or
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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 competency shall be signed by the district director of vocational education and the chairperson of the occupational advisory committee specific to the area of assignment. The verification shall include a listing of all current members of the advisory committee and verification that the candidate was endorsed by a majority of the membership.

(3) Other requirements shall be:

- a. Occupational experience shall be gained as a wage earner after age sixteen (16);
- b. The occupational experience shall be verified by former employers; or for self-employment, experience in a family-owned business, or experience at a firm no longer in business, the experience shall be verified by an individual knowledgeable of the applicant's service. Employment verification shall not be accepted from the applicant or family members. The verification shall be provided on a notarized affidavit or company letterhead and shall specify the dates of employment, job title(s) and full-time or part-time

1 employment. When employment was part-time, the number
2 of hours worked per week shall be included. Company
3 letterhead may be considered for verification for salary
4 purposes; *Amended 6/30/92*
5

6 c. When occupational credentialing is required for program
7 approval or for students to obtain an appropriate level of
8 employment, the applicant shall be required to present the
9 appropriate license described in 2(b)(4) above;

10
11 d. Recency of experience or training shall be required in the
12 occupational field of the teaching assignment as follows:

13
14 1. At least six (6) weeks of occupational experience
15 gained within the five (5) year period immediately
16 preceding the date of application for employment; or

17
18 2. At least three (3) semester hours of college credit
19 earned within the five (5) year period immediately
20 preceding the date of application for employment.
21 The college credit shall be earned at an accredited
22 institution as specified in Rule 6A-4.003, FAC, and
23 shall be completed in skills or theory courses related
24 to the area of assignment; or

25
26 3. Completion of a vocational training program as
27 described in (2)b.3. above, or completion of an
28 apprenticeship program as described in (2)b.5 above
29 within the five (5) year period immediately preceding
30 the date of application for employment; or

31
32 4. One (1) year of successful teaching experience in the
33 program area of assignment during the five (5) year
34 period immediately preceding the date of application
35 for employment.
36

37 (4) Initial Temporary and Part-time Certification

38
39 a. The Osceola District Schools' Certificates shall be issued in
40 accordance with Chapter 231, Florida Statutes and the
41 School Board Rules of Osceola County pertaining to
42 employment of instructional personnel. The cost of each
43 certificate and certificate renewal shall be determined by the
44 School Board. *Adopted 6/29/93*
45

46 b. An applicant for a full-time non-degreed vocational certificate
47 may be granted a three-year temporary certificate when the
48 appropriate fee, application, and supporting documentation
49 have been received. *Amended 6/30/92*
50

51 c. An applicant for a part-time non-degreed vocational
52 certificate may be granted an initial five-year certificate when

1 the appropriate fee, application, and supporting
2 documentation have been received. *Amended 6/30/92*

3
4 An instructor holding a valid part-time non-degreed
5 vocational certificate from another Florida school district
6 may be issued an Osceola District Schools' certificate by
7 completing the appropriate application. Documentation of
8 experience and the fee will be waived for those individuals
9 employed in our district. *Adopted 6/30/92*

10
11 (5) Initial Professional Certification

12
13 a. An instructor holding a valid full-time non-degreed
14 vocational certificate may be issued a five-year professional
15 certificate when the following criteria are met:

16
17 1. Three (3) years of successful teaching (under an
18 Osceola District Schools' issued full-time vocational
19 certificate) in the area for which occupational
20 expertise was established, and completion of twelve
21 (12) semester hours of college credit in education as
22 specified below: *Amended 6/30/92*

23
24 (a) Three (3) semester hours in principles and
25 philosophy of vocational education;

26
27 (b) Three (3) semester hours in general methods
28 of teaching vocational education which
29 includes testing and evaluation;

30
31 (c) Three (3) semester hours in methods of
32 teaching agriculture, business, health
33 occupations, home economics, industrial,
34 marketing, or public service education. The
35 methods course shall be specific to the area of
36 the teaching assignment to include course
37 construction, lesson planning, and
38 management and safety procedures for
39 vocational classroom and laboratory;

40
41 (d) Three (3) semester hours in vocational
42 education designed for the special needs
43 student;

44
45 OR

46
47 2. Three (3) years of successful teaching (under an
48 Osceola District Schools' issued full-time vocational
49 certificate) in the area for which occupational
50 expertise was established and completion of the
51 district vocational teacher education program which
52 is approved by the Department of Education as part
53 of the District Master Inservice Plan. The program

1 must include a minimum of 240 inservice points
2 which are equivalent to twelve (12) semester hours.
3 *Amended 6/30/92*

4
5 AND

6
7 3. Presentation of passing scores on the reading,
8 writing, math and professional sub-tests of the
9 FTCE.

10
11 4. Demonstration of successful instructional
12 performance.

13
14 5. Submittal of appropriate fee and application.
15 *Adopted 6/30/92*

16
17 b. An individual who has met the requirements for an Osceola
18 District Schools' five-year professional certificate and who
19 also holds a valid Florida Educator's Certificate shall receive
20 an initial Osceola District Schools' certificate with the same
21 validity period as the Florida Educator's Certificate when the
22 individual submits an application for an Osceola District
23 Schools' certificate and an appropriate fee. *Adopted*
24 *6/30/92*

25
26 c. An individual who has not met the requirements for a five-
27 year professional certificate and whose three-year temporary
28 certificate has expired shall receive a one-year temporary
29 certificate when the requirements specified below have been
30 met: *Adopted 6/30/92*

31
32 1. Documentation of extenuating circumstances beyond
33 the individual's control that is approved by the
34 Superintendent; and *Adopted 6/30/92*

35
36 2. Submittal of an application for a district issued
37 certificate and appropriate fee. *Adopted*
38 *6/30/92*

39
40 (6) Renewal of Full-Time Vocational Certificates *Adopted*
41 *6/30/92*

42
43 An individual who holds a five-year professional Osceola District
44 Schools' certificate must complete the following for renewal:

45
46 a. Completion of a minimum of six (6) semester hours of
47 college credit which shall include three semester hours
48 specific to each area of coverage during each five-year
49 validity period; or

50
51 b. A combination of semester hours of college credit and
52 inservice points. Each twenty (20) inservice points
53 approved in the District Master Inservice Plan shall be

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considered equivalent to one (1) semester hour of college credit. The combination should be equivalent to six (6) semester hours of college credit; or

- c. A total of 120 inservice points; and
- d. Submittal of an application for an Osceola District Schools' certificate, appropriate fee and supporting documents to renew their five-year professional certificate.

(7) Renewal of Part-Time Vocational Certificates *Adopted 6/30/92*

An instructor holding a valid part-time non-degreed vocational certificate may be issued another five-year certificate upon submission of the application and fee within the last year of the validity period.

(8) Certificate Revocation *Adopted 6/29/93*

The Superintendent may revoke any Osceola District Schools' teaching certificate arising from misconduct, including but not limited to immorality, intoxication while on duty, gross insubordination, willful neglect of duty, assaults upon other persons, incompetence, unjustified interruption of the orderly conduct of a school or any school activity, conviction of any crime involving moral turpitude or other serious misconduct.

(9) Professional Status

- a. All full-time non-degreed vocational instructors will have the same expectations, rights and privileges afforded the regular, full-time degreed staff.
- b. All part-time non-degreed vocational teachers will have the same expectations, rights, and privileges afforded the regular, part-time degreed staff.

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

1 shall be employed as teachers in compliance with Section
2 2.32.1725(1)(b), Florida Statutes, and shall be governed by the
3 criteria specified below: *Amended 6/30/92*

- 4
- 5 a. The Superintendent shall ensure that each candidate for
6 employment in a part-time teaching position in an adult
7 education program meets minimum requirements for
8 employment and shall maintain records of such information
9 in the candidate's personnel file.
- 10
- 11 b. Educational Training: The candidate shall hold a bachelor's
12 or higher degree with an undergraduate or graduate degree
13 major in the area of assignment or hold a bachelor's or
14 higher degree in another area and thirty (30) semester hours
15 in courses related to the area of assignment. The degree or
16 college credit must have been completed at an accredited
17 institution as specified in Rule 6A-4.003, FAC.
- 18
- 19 c. When the basic qualifications are verified and the appropriate
20 fee and application is received, Osceola District Schools will
21 issue a part-time adult education certificate valid for five
22 years. The certificate will be renewable upon submission of
23 the application and appropriate fee within the last year of the
24 validity period. *Adopted 6/30/92*

25

26 **5.1.3 Assignment and Transfers**

27

28 The School Board shall act on recommendations of the Superintendent regarding
29 transfer and promotion of any employee. Assignments shall be based on the
30 qualifications of personnel and the requirements of positions, and shall be made in
31 accordance with Section 230.23, subsection (5) (e) and Section 230.33, subsection
32 (7)(d), Florida Statutes.

33

34 Auth: 230.22, F.S.

35 Imple: 230.23(5)(e) and 230.33(7)(d), F.S.

36

37 **5.1.4 Contracts**

38

39 **A. Annual Contracts**

40

41 The School Board shall issue contracts to all instructional personnel in
42 accordance with Section 230.23, subsection (5)(b), Florida Statutes.
43 Florida law provides that the School Board cannot pay salary to a regular
44 instructional employee unless it has a contract with him. Further, the Board
45 cannot enter into a contract with the prospective employee until he has a
46 valid Florida certificate to teach. However, if an application for a certificate
47 has been filed through the District contact for certification, with the
48 necessary attachments, a contract may be issued on the basis of a State
49 Department of Education number assignment on the DOE Official Receipt
50 and Acknowledgment form on the status report sent to the District contact
51 person each month. If, after the second pay period since employment
52 began, a valid certificate is not presented to the District Office, further
53 checks may be withheld.

1
2 The first 97 days of an initial annual contract is a probationary period.
3 During the probationary period, the employee may be dismissed without
4 cause or may resign from the contractual position without breach of
5 contract. *Adopted 6/15/99*

6
7 Auth. 230.23(5)(b) and 231.36(1)(b) Florida Statutes

8
9 B. Continuing Contracts

- 10
11 (1) A continuing contract is a contract for teaching service (as defined
12 below), issued under the provisions of Section 231.36, Florida
13 Statutes, entitling the holder to continuing employment without
14 annual appointment.
15
16 (2) An employee, who had continuing contract status prior to July 1,
17 1984, shall be entitled to retain such contract and all rights arising
18 therefrom in accordance with existing laws, rules of the State Board
19 of Education or any repealed laws unless the employee voluntarily
20 relinquishes his continuing contract. *Amended 7/23/91*

21
22 C. Professional Service Contract

- 23
24 (1) The School Board of each district shall provide a professional
25 service contract as prescribed herein. Each member of the
26 instructional staff, excluding supervisors and principals, in each
27 district school system who is employed with an effective date of
28 initial employment subsequent to July 1, 1982, who:
29
30 a. Holds a regular certificate as prescribed by F.S. ss. 231.17
31 and rules of the State Board of Education;
32
33 b. Has completed three (3) years of probationary service in the
34 district, one (1) year of which shall be the beginning teacher
35 program where required, during a period not in excess of
36 five (5) successive years, such service being continuous
37 except for leave duty authorized and granted; and
38
39 c. Has been recommended by the Superintendent for such
40 professional service contract and reappointed by the School
41 Board based on successful performance of duties and
42 demonstration of professional competence shall be issued a
43 professional service contract in such form as may be
44 prescribed by rules of the State Board.
45
46 (2) The professional service contract shall be effective at the beginning
47 of the school fiscal year following the completion of all requirements
48 therefore.
49
50 (3) The period of service provided herein may be extended to four (4)
51 years when prescribed by the School Board and agreed to in writing
52 by the employee at the time of reappointment.
53

1 (4) A School Board may issue a professional service contract to any
2 employee who has previously held a professional service contract or
3 continuing contract in the same or another district within this state.

4
5 (5) A professional service contract shall be renewed each year unless the
6 Superintendent, after receiving the recommendations required by
7 F.S. ss. 231.29(5), charges the employee with unsatisfactory
8 performance as determined under the provisions of F.S. ss. 231. 29
9 and notifies the employee in writing, no later than six (6) weeks
10 prior to the end of the post-school conference period, of
11 performance deficiencies which may result in termination of
12 employment, if not corrected during the subsequent year of
13 employment (which shall be granted for an additional year in
14 accordance with the provisions in F.S. 231.36(1), except as
15 otherwise hereinafter provided, this action shall not be subject to the
16 provisions of chapter 120, but the following procedures shall apply:

17
18 a. On receiving notice of unsatisfactory performance, the
19 employee, on request, shall be accorded an opportunity to
20 meet with the Superintendent or his designee for an informal
21 review of the determination of unsatisfactory performance.

22
23 b. An employee notified of unsatisfactory performance may
24 request an opportunity to be considered for a transfer to
25 another appropriate position, with a different supervising
26 administrator, for the subsequent year of employment.

27
28 c. During the subsequent year, the employee shall be provided
29 assistance and inservice training opportunities to help correct
30 the noted performance deficiencies. The employee shall also
31 be evaluated periodically so that he will be kept appraised of
32 progress achieved.

33
34 d. Not later than six (6) weeks prior to the close of the post-
35 school conference period of the subsequent year, the
36 Superintendent, after receiving and reviewing the
37 recommendation required by F.S. ss. 231.29(5), shall notify
38 the employee, in writing, whether the performance
39 deficiencies have been corrected. If so, a new professional
40 service contract shall be issued to the employee. If the
41 performance deficiencies have not been corrected, the
42 Superintendent may notify the School Board and the
43 employee, in writing, that the employee shall not be issued a
44 new professional services contract; however, if the
45 recommendation of the Superintendent is not to issue a new
46 professional service contract, and if the employee wishes to
47 contest such a recommendation, the employee will have
48 fifteen (15) days from the receipt of the Superintendent's
49 recommendation to demand, in writing, a hearing. In such a
50 hearing, the employee may raise as an issue, among other
51 things, the sufficiency of the Superintendent's charges of
52 unsatisfactory performance within 45 days of receipt of the
53 written appeal. The hearing shall be conducted in
54 accordance with the provisions of Section 2.120.57(1)(a)1

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Florida Statutes. A majority vote of the School Board shall be required to sustain the Superintendent's recommendation. The determination of the School Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment; or

- e. A hearing conducted by a hearing officer assigned by the State Division of Administrative Hearings of the Department of Administration. The hearing shall be conducted within 45 days of receipt of the written appeal in accordance with Chapter 120, Florida Statutes. The recommendation of the hearing officer shall be made to the School Board. A majority vote of the School Board shall be required to sustain or change the hearing officer's recommendation. The determination of the School Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

D. Choosing Between Personnel on Continuing Contract or Professional Service Contracts

Should the School Board have to choose from among its personnel who are on continuing contracts or professional service contracts as to which should be retained, such decisions shall be made pursuant to the terms of a collectively bargained agreement.

E. Return to Annual Contract Status

Any member of the instructional staff who is under continuing contract or professional service contract may be dismissed or returned to annual contract status only after a due process hearing as prescribed in Board Rule 10.1.

Auth: 230.22, F.S.
Imple: 230.23(5)(b), 231.36(3) - (5);120.53(1) 12s.57 - 129.59, and 230.22(2), F.S.

5.1.5 Suspension and Dismissal

A. Suspension and dismissal of instructional personnel shall be conducted in accordance with the procedures contained in Board Rule 10.3 except that the Superintendent may suspend members of the instructional staff in an emergency in accordance with the provisions of Section 230.33, subsection (7)(e), Florida Statutes.

B. Unethical use or administration of test materials may constitute a violation of Florida Statutes 228.301, Test Security, and may result in fines, imprisonment, and/or dismissal of involved employees.

Auth: 230.22, F.S.
Imple: 230.33(7)(e), 120.53(1), 120.57 - 120.59,231.085(2) and 231.36(6), F.S.

1 5.1.6 Resignations and Terminations

2
3 A. Resignation

- 4
5 (1) All instructional personnel requesting to be released from their
6 contract shall submit to the Superintendent the proper resignation
7 form. Resignation of teachers shall require at least two (2) weeks
8 written notice prior to termination unless authorized by the
9 Superintendent. Unused vacation days and personal leave charged
10 to sick may be used toward all or part of this requirement.
11
12 (2) All leave forms, termination forms, insurance card, prescription card
13 and other required paper work must be on file in the District
14 Personnel Office before the final pay check can be released. Failure
15 to give proper notice may delay the release of the final check one pay
16 period. Compensation for services rendered shall be made
17 following the established payroll date schedule.
18
19 (3) An exit interview shall take place prior to or at the time of receiving
20 the last check. Termination of all benefits shall be effective as of the
21 last official day of employment.
22

23 B. Release from Contract

24
25 Any teacher who shall violate the terms of his contract by leaving his
26 position without first being released from his contract by the School Board
27 shall be reported to the Educational Practices Commission. The School
28 Board shall take official action on such violation and furnish a copy of the
29 proceedings to the certification section of the State Department of Education
30 in accordance with Section 231.36, subsection (2), Florida Statutes.
31

32 5.1.7 Personnel Files

33
34 A. Social Security Card

35
36 An original Social Security Card must be presented at the time of
37 employment and a copy will be maintained in the employee's personnel file.
38

- 39 B. A complete statement of the academic preparation, professional training, and
40 teaching experience of each person to whom a certificate is issued, shall be
41 furnished by the applicant to the Superintendent, on forms furnished by the
42 Department of Education.
43

44 C. Performance Assessment

45
46 For the purpose of improving the quality of instructional, administrative,
47 and supervisory services in the public schools of the District, the
48 Superintendent shall establish procedures for assessing the performance of
49 duties and responsibilities of all instructional personnel employed in the
50 District and for the proper record keeping of the same.
51

52 An annual evaluation of each teacher shall also be prepared as prescribed by
53 the Superintendent, and made available for inspection by the School Board,
54 the Superintendent, the principal, the teacher and such other persons as the

1 teacher or the Superintendent may authorize in writing in accordance with
2 Section 231.29, subsections (2) and (3), Florida Statutes.

3
4 Auth: 230.22, F.S. Imple: 231.29(2) and (3), F.S.

5
6 **5.1.8 Substitute Teacher**

7
8 **A. Substitute Teacher Certification**

9
10 The purpose of substitute teacher certification is to provide evidence that
11 substitute teachers in Osceola County are adequately qualified in order to
12 protect the educational interests of students, parents and the public at large.
13 Substitute teachers who obtain certification in Osceola County shall possess
14 relevant and adequate skills to demonstrate an acceptable level of
15 professional performance. A four (4) year college degree is preferred, but
16 not required at this time.

17
18 The Osceola County Substitute Certificate shall be issued in accordance with
19 Chapter 231, Florida Statutes and the School Board Rules of Osceola
20 County pertaining to employment of instructional personnel. The cost of
21 each certificate and certificate renewal shall be determined by the School
22 Board. *Amended 7/23/91*

23
24 It shall be the responsibility of each applicant to qualify for a valid
25 certificate.

26
27 The Osceola County Substitute Certificate shall be valid for five (5) fiscal
28 school years and may be issued to an applicant who completes all
29 application requirements outlined in School Board Rules.

30
31 Application requirements are as follows:

- 32
33 (1) Complete application on file.
34
35 (2) File a complete set of fingerprints.
36
37 (3) Be at least 18 years of age.
38
39 (4) Have a valid high school diploma or GED certificate.
40
41 (5) Complete all forms for employment.
42
43 (6) File two (2) completed references.
44
45 (7) File the results of TB testing.
46
47 (8) Present an original Social Security card.
48
49 (9) Complete drug screening.
50
51 (10) Complete interview with Personnel.
52
53

1 **B. Compensation**

2
3 (1) Compensation for substitute teachers and Adult Education
4 Instructors shall be computed using the School Board approved
5 salary schedule. *Amended 6/30/92*

6
7 (2) For salary rating purposes, substitute teachers and Adult Education
8 instructors must have a minimum of a high school diploma or
9 equivalent, or official transcript. The official transcript must be sent
10 directly from the college or university to the Personnel Department.
11 If an official transcript cannot be sent directly from the college or
12 university, the Superintendent may consider an alternate method of
13 verification. *Adopted 6/30/92*

14
15 (3) All degrees must be from accredited colleges and universities as
16 recognized by the Florida Department of Education.
17 *Adopted 6/30/92*

18
19 (4) Compensation for short-term contracts shall be paid to State-certified
20 teachers with a bachelor's degree or higher. The daily rate would be
21 the same as that paid to full-time employees with the same
22 qualifications and status.

23
24 C. The Superintendent shall compile a list of qualified substitutes who may be
25 called upon for substitute teaching. Each substitute shall be approved by the
26 School Board prior to substitute teaching.

27
28 D. Short-term Contracts

29
30 A substitute teacher with State certification may be considered for a short-
31 term contract when the instructional employee being replaced is on personal
32 leave or when a vacancy exists that cannot be filled by a qualified
33 certificated person.

34
35 E. Reciprocal Agreement

36
37 Osceola District Schools will accept substitute certification from other
38 Florida counties that have entered into a reciprocal agreement
39 acknowledging a basic set of criteria.

40
41 F. Osceola County Substitute Certificates shall be renewed every five (5) years
42 following an interview and a notarized statement on non-criminal activity.

43
44 Auth: 230.22, F.S. Imple: 231.47, F.S. and SBR 6A-1.54.

45
46 5.2 EMPLOYMENT CONDITIONS

47
48 5.2.1 Time Schedule - School Day, Week and Year

49
50 A. Work Year

51
52 Instructional personnel are required to work each school year not less than
53 196 days of service excluding Sundays and holidays, which shall include at

1 least 180 actual teaching days, or the equivalent on an hourly basis, as
2 specified by Section 236.02, subsection (3), Florida Statutes, and State
3 Board Rule 6A-1.451(3).
4

5 **B. Supervision of Students**
6

7 All members of the faculty are responsible for the supervision of the
8 students during school hours regardless of specific scheduled assignment.
9

10 Teachers desiring to leave the campus between the time school starts and the
11 end of the school day for students shall obtain permission from the
12 principal.
13

14 **C. Released Time**
15

16 Each principal shall have the authority to release members of his staff for
17 less than one-half (1/2) day for temporary absence without requesting
18 approval of the Superintendent or School Board, provided, however, that
19 these temporary absences are kept to a minimum and that the principal
20 assumes responsibility for such absences. In cases where other staff
21 members are able to conduct the class of the excused teacher and a substitute
22 is not required, it shall not be necessary to charge the excused teacher with
23 personal or sick leave; however, if personal leave is charged, the
24 Superintendent shall be consulted. Each principal shall keep a record of
25 such temporary absences, the time involved, and the reason for each
26 absence.
27

28 **D. School Hours**
29

30 All schools shall maintain regularly scheduled school hours. In no case
31 shall school be dismissed for a sports event or any other activity at an hour
32 other than the scheduled time for dismissal without prior approval of the
33 Superintendent. Exceptions may be made by the principal in case of
34 emergencies where the safety and welfare of the students are in jeopardy.
35

36 The principal of each school shall design a working schedule which will
37 best serve the needs of the community and which shall be approved by the
38 Superintendent and coordinated with the operation of the transportation
39 system.
40

41 Auth: 230.22, F.S.

42 Imple: 236.02(3), 230.33(7)(f), and 231.085(5), F.S.
43

44 **5.2.2 Vacations and Holidays**
45

46 Twelve (12) month instructional personnel shall be given vacation days and
47 holidays as may be recommended by the Superintendent and approved by the
48 School Board.
49

50 Those persons earning vacation leave, upon entering the Deferred Retirement
51 Option Program (DROP) may choose to receive payment for all or part of their
52 accumulated vacation leave at the time of entrance into the DROP. Those persons

1 choosing to receive a partial payment will receive the remainder at the time of
2 separation from employment. *Adopted 6/16/98*

3
4 Auth: 230.22, F.S.

5 Imple: 231.39 and 236.02(3), F.S.; and SBR 6A-1.82

6
7 5.2.3 Temporary Duty Assignment of Employees

8
9 When mutually agreed upon, employees may be assigned to be temporarily absent
10 from their regular duties and places of employment for the purpose of performing
11 other educational services, including participation in school surveys, professional
12 meetings, study courses, workshops, etc. Such assignment to temporary duty shall
13 ordinarily be initiated by the District administration, but an employee may request
14 assignment to temporary duty, subject to approval by the Superintendent.
15 Employees shall receive their regular pay and may be allowed expenses as provided
16 in Board Rule 2.4.8. Such temporary duty shall be considered equal to the regular
17 duties of the individual, and employees performing such assigned temporary duties
18 shall not be considered to be on leave. Employees may not be assigned for
19 temporary duty for the purpose of earning college credits, improving rank or
20 renewing certificates, except when participating in a staff development program
21 approved by the School Board.

22
23 Auth: 230.22, F.S.

24 Imple: 231.42, F.S. and SBR 6A-1.84.

25
26 5.2.4 Wearing Apparel

27
28 Teachers' dress shall be dignified, non-disruptive and in good taste. The Principal
29 may direct any teacher whose wearing apparel, in the Principal's opinion, violates
30 this policy, to change into suitable clothing. If the teacher refuses to do so, the
31 Superintendent may suspend the teacher until the teacher complies with the
32 Superintendent's request. Such suspensions shall be pursuant to Section 231.36,
33 subsection (6), Florida Statutes.

34
35 Auth: 230.22, F.S.

36 Imple: 231.09(2), 231.36(6), 120.53(1), 120.57-120.59, 230.33(7)(e), and
37 231.085(2), F.S.

38
39 5.2.5 Workers' Compensation

40
41 All employees of the School Board are entitled to benefits of Workers'
42 Compensation when qualified as prescribed under Florida Law. The employee
43 shall receive his regular salary less workers' compensation payments while on
44 illness-in-line-of-duty leave.

45
46 5.2.6 Pallbearer

47
48 The head of a district department or a principal has the authority to allow any
49 member of the instructional staff to act as pallbearer.

50
51 Auth: 230.22, F.S.

52 Imple: 231.085, F.S.

1 5.2.7 Tutoring

2
3 No member of the instructional staff shall receive compensation for tutoring a pupil
4 enrolled in his or her class. Teachers who receive compensation for tutoring shall
5 not use public school facilities for such purpose.

6
7 Auth: 230.22, F.S. Imple: 232.02, F.S., and SBR 6A-1.951.

8
9 5.2.8 Residence

10 Teachers employed by the School Board are encouraged but not required to live in
11 Osceola County. Living out of the county does not exempt the teacher in any way
12 from his prescribed duties.

13
14
15 5.2.9 Inter-school and Intra-school Visitation

16 A member of a school's instructional staff may be recommended by the principal
17 and Director of Staff Development for a maximum of two (2) days of visitation per
18 year for the purpose of improving instruction. The teacher shall make necessary
19 arrangements with the school to be visited. Under no circumstances shall a teacher
20 visit another school unless the visit has been prearranged and provided, further, that
21 the teacher, upon arrival to the host school, reports first to the office of the
22 principal. Application should be made according to provisions of the Master In-
23 service Plan, a copy of which shall be available in each school library.

24
25
26 Auth: 230.22, F.S. Imple: 231.601(4)(c), F.S.

27
28 5.3 LEAVES OF ABSENCE

29 During the school year, when it is necessary to be absent from duty, any member of
30 the instructional staff may secure leave of absence as prescribed by law, pursuant to
31 rules of the Board. Any such leave shall be classified as one of the following:

- 32
33
34 A. Illness-in-line-of-duty leave
35
36 B. Maternity leave
37
38 C. Military leave
39
40 D. Personal leave
41
42 E. Professional leave
43
44 F. Staff Development leave
45
46 G. Sick leave
47
48 H. Sabbatical leave
49
50 I. Adoptive leave
51
52 J. Jury Duty Leave
53
54 K. Witness Leave

1
2 L. Charter School Leave

3
4 M. Natural Disaster Leave

5
6 Auth: 230.22, F.S. Imple: 231.39 - 231.43, F.S., SBR 6A-1.76 and 6A-1.77

7
8 5.3.1 Authority for Leave

9
10 The Superintendent may grant leaves as authorized by School Board Rules. When
11 leave is granted, it shall be with or without pay as provided by law and School
12 Board Rule, and shall be allowed only when the operation of schools is
13 protected against undue interruption because of the absence of employees.

14 *Amended 7/23/91*

15
16 Auth: 230.22, F.S. Imple: 231.39 - 231.43, F.S., SBR 6A-1.76

17
18 5.3.2 Advance Granting of Leave

19
20 Leaves shall be officially granted in advance and shall not be granted retroactively,
21 provided that leaves for sickness or other emergencies may be deemed to be granted
22 in advance if prompt reporting is made to the proper authority.

23
24 Auth: 230.22, F.S. Imple: 231.39 - 231.43, F.S., SBR 6A-1.76.

25
26 5.3.3 Purpose Specified

27
28 Leave granted on the request of an employee shall be for a particular purpose or
29 cause which shall be set forth in a written application. The Board reserves the
30 right to determine that the leave is issued for the purpose or cause set forth in the
31 application. If not so used as specified, the leave approval is subject to cancellation
32 by the School Board.

33
34 Auth: 230.22, F.S. Imple: SBR 6A-1.79 and 231.39, F.S.

35
36 5.3.4 Records of Absence

37
38 The principal of each school shall see that records of leave are kept and submitted to
39 the Superintendent at least once a month on forms prescribed for that purpose in
40 accordance with Section 231.45, Florida Statutes. The Superintendent shall keep
41 complete records of all instructional personnel with regard to absences, and shall
42 consult with the School Board concerning the disposition of any claims for payment
43 of benefits as provided herein.

44
45 Auth: 230.22, F.S. Imple: 231.45 and 231.46, F.S., SBR 6A-1.77

46
47 5.3.5 Illness-in-line-of-Duty Leave

48
49 "Illness-in-line-of-duty" is absence from duties necessary because of personal
50 injury received in the discharge of duty or because of illness from a contagious or
51 infectious disease determined to have been contracted in school work.

52
53 Auth: 230.22, F.S. Imple: 231.41, F.S.

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5.3.6 Maternity Leave

Maternity leave shall be granted for absence necessary by reason of pregnancy and child birth. 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) and 231.40, F.S.

5.3.7 Military Leave

Military leave shall be granted without pay, except as provided in 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 the reserves of the Armed Forces or National Guard. At the termination of this service, employees must make application for reemployment 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(2) and 115.07 F.S.

5.3.8 Personal Leave

A. Without Pay

Instructional personnel may be granted personal leave without pay by the Principal or Administrator. A person on personal leave without pay may not receive holiday pay unless he works or is on paid leave the day before and the day after the holiday. *Amended 7/23/91*

B. Charged to Sick Leave

A member of the instructional staff may be absent with pay for personal reasons. Such absences shall be charged only to accrued sick leave as provided by law and leave for personal reasons shall be noncumulative.

Auth: 230.22, F.S.
Imple: 231.43, F.S., 231.40(2)(a)2

5.3.9 Professional Leave

Professional leave is defined as leave granted to a member of the instructional staff to engage in activities which will result in his professional benefit and advancement, including earning of college credits and degrees, or that will contribute to the profession of teaching.

Auth: 230.22, F.S. Imple: 231.39(1), F.S.

1
2 **5.3.10 Sick Leave**

3
4 **A. Sick Leave**

5
6 Any member of the instructional staff, who is unable to perform his/her
7 required duties because of personal illness, or because of the illness or death
8 of father, mother, brother, sister, husband, wife, child or other close
9 relative or member of his own household and who consequently has to be
10 absent from work, shall be granted leave of absence for sickness by the
11 Principal or Administrator.

12
13 In cases of investigated sick leave abuse, the principal may recommend to
14 the Superintendent that the employee present a certificate of illness from a
15 licensed physician. *Amended 6/29/93*

16
17 Absence because of illness beyond accumulated sick leave is considered
18 personal leave without pay. *Amended 7/23/91*

19
20 **B. Terminal Pay for Accumulated Sick Leave**

21
22 Instructional personnel eligible to retire as provided by law, or his/her
23 beneficiary if service is terminated by death, and retirees returning to active
24 employment shall be entitled to payment for the maximum accumulated sick
25 leave allowed by law at time of termination. Payment shall be made at the
26 current daily rate of pay.

27
28 **Imple:** 231.40, F.S.

29
30 **5.3.11 Unauthorized Leave**

31
32 All absence from duty for good reason shall be covered by leave duly authorized.
33 Any employee willfully absent from duty without leave shall forfeit compensation
34 for the time of such absence and shall be subject to discharge and forfeiture of
35 tenure and all other rights and privileges provided by law. If an employee granted
36 leave fails to return to duty at the termination of leave, his employment shall be
37 subject to cancellation by the School Board.

38
39 **Auth:** 230.22, F.S.

40 **Imple:** 231.44, F.S. and SBR 6A-1.77

41
42 **5.3.12 Sabbatical Leave**

43
44 Sabbatical leave for study, research, educational travel or such reason as approved
45 by a sabbatical committee shall be granted by the Board to teachers who have four
46 (4) or more years of service in Osceola County. This leave shall be granted for a
47 period not to exceed one (1) year.

48
49 **5.3.13 Adoptive Leave**

50
51 A teacher adopting a child of pre-school age or less shall be entitled to adoptive
52 leave without pay not to exceed one (1) year.

1 5.3.14 Jury Duty
2

3 An employee shall be authorized to be absent from assigned duties, and shall
4 receive his regular salary plus court fees while serving as a juror in any court case.
5 If notice of jury duty is received, the Principal or Administrator should be
6 immediately notified in writing. Proper leave shall be requested. *Amended*
7 *7/23/91*

8
9 In the event that the employee is excused from further attendance, the employee
10 shall return to his place of assignment as expeditiously as possible. Leave
11 forms will show the adjustment. *Amended 6/27/95*

12
13 Auth: 230.22, F.S. Imple: 231.39, F.S.
14

15 5.3.15 Witness Leave
16

17 An employee of the School Board may be absent from assigned duties and shall
18 receive his regular salary, plus any witness fees, while serving as a witness in any
19 court case or other legal or administrative proceeding under the following
20 conditions:

21
22 A. That the person has been subpoenaed by the court or agency having
23 subpoena powers.
24

25 B. That the employee shall submit a copy of the subpoena or letter from either
26 attorney in the case to the Principal or Administrator.
27

28 In the event that the employee is excused from further attendance, the employee
29 shall return to his place of assignment as expeditiously as possible. Leave
30 forms will show the adjustment. *Amended 7/23/91 & 6/27/95*

31
32 Auth: 230.22, F.S. Imple: 231.39, F.S.
33

34 5.3.16 Family Medical Leave *Adopted 7/2/96, Substitute adopted 6/15/99*
35

36 The board will provide Family and Medical Leave to qualified employees pursuant
37 to the provisions of The Family and Medical Leave Act (FMLA), Federal
38 Regulations. The Superintendent is authorized to create and carry out all procedures
39 necessary to implement this Rule and The Family and Medical Leave Act of 1993.
40

41 Authority: Federal Regulations, Part 825 of the Code of Federal Regulations, Title
42 29, US Department of Labor, Employment Standards Administration, Wage and
43 Hour Division.
44

45 A. To be "eligible" to apply for leave authorized under the FMLA, an employee
46 must:

47
48 (1) have worked for the District for at least twelve (12) months; and

49
50 (2) have worked at least 1,250 hours, as determined by the Fair Labor
51 Standard Act, during the year preceding the start of the leave.
52

1 An eligible employee is entitled to take up to 12 weeks for FMLA leave in a
2 "rolling" 12 month period measured backward from the date an employee uses
3 FMLA leave.
4

5 B. Leave may be requested for any of the following reasons:
6

7 (1) Birth of a child and care for a newborn child
8

9 (2) Placement of a child for adoption or foster care
10

11 (Leave must be completed within 12 months of birth, adoption or
12 foster placement, 825.201)
13

14 (3) Leave to care for employee's spouse, child or parent with a serious
15 health condition
16

17 (4) Leave due to employee's own serious health condition that makes
18 the employee unable to perform the functions of his/her position
19 because he/she is:
20

21 a. unable to work at all due to the serious health condition; or
22

23 b. unable to perform any one of the essential functions of the
24 position within the meaning of the Americans with
25 Disabilities Act, due to the serious health condition.
26

27 C. FMLA limits the leave that may be taken by spouses who work for the same
28 employer to a combined total of 12 workweeks during any 12 month period
29 if leave is taken for (1) birth of the employee's son or daughter or to care for
30 the child after birth; (2) for placement of a son or daughter with the
31 employee for adoption or foster care, or to care for the child after placement;
32 or (3) to care for the employee's parent with a serious health condition. The
33 limitations do not apply, however, to leave taken by either spouse to care
34 for the other who is seriously ill and unable to work, to care for a child with
35 a serious health condition, or his or her own serious illness.
36

37 D. FMLA requires an employer to maintain coverage under any "group health
38 plan...for the duration of such leave and under the conditions coverage
39 would have been provided if the employee had continued in employment
40 continuously for the duration of such leave." In the case of unpaid FMLA
41 leave, premium amounts and due dates will be provided to the employee by
42 Risk & Benefits Management. An employee may choose not to retain group
43 health plan coverage or optional benefits during FMLA leave. However,
44 when a employee returns from leave, the employee is entitled to be
45 reinstated on the same terms as prior to taking the leave, including family or
46 dependent coverages, without any qualifying conditions.
47

48 The regulations provide for a 30-day grace period after agreed upon date for
49 payment within which the employee may make payment of the premium
50 without affecting health benefit coverage. If the employee does not make
51 the payment within the 30-day grace period, the District will cease to
52 maintain health coverage on the date the grace period ends, but in no event
53 shall the District cease to maintain health coverage without having first given
54 the 15-day required notice.

1
2 The District can recover premiums it paid for maintaining group health plan
3 coverage during the period of unpaid FMLA leave if the employee fails to
4 return to work and terminates their employment except due to:

- 5
6 (1) His/her own serious health condition.
7
8 (2) Circumstances beyond his/her control.
9
10 (3) Denial or restoration due to key employee status.

11
12 Authority: F.R. 825.209

- 13
14 E. Employees must give 30 days advance notice to the District of the need to
15 take unpaid FMLA leave when it is foreseeable. When it is not practicable
16 under the circumstances to provide such advance notice, notice must be
17 given "as soon as practicable," ordinarily within one or two business days
18 of when the employee learns of the need for the leave. F.R. 825.100;
19 825.302.
20
21 F. Employees who wish to take Medical Leave as outlined above, should
22 consult with employers when giving notice and make reasonable efforts to
23 schedule the leave so as not to unduly disrupt the employer's operations,
24 subject to approval of the health care provider (F.R. 825.302; 825.303).
25
26 G. Medical Leave as outlined above may be taken intermittently when medically
27 necessary. Under such circumstances, the employer may require the
28 employee to transfer temporarily, during the period the intermittent or
29 reduced leave schedule is required, to an available alternative position for
30 which the employee is qualified and which better accommodates recurring
31 periods of leave than does the employee's regular leave position (F.R.
32 825.203; 825.204).
33
34 H. Although FMLA leave is generally unpaid, the Act permits an employee to
35 substitute accrued paid leave under certain circumstances. Accrued paid
36 vacation or personal leave may be substituted for any FMLA qualifying
37 purposes. Any accrued paid leave used will run concurrently with the
38 employee's FMLA leave. If the employer designates the leave as FMLA
39 leave, the employee's FMLA 12-week leave entitlement may run
40 concurrently with a worker's compensation absence when the injury is one
41 that meets the criteria for a serious health condition.

42
43 As the worker's compensation absence is not unpaid leave, the provision
44 for substitution of the employee's accrued paid leave is not applicable (F.R.
45 825.207).
46

- 47 I. The District will require a medical certification from a health care provider to
48 support ALL FMLA leave requests. Employees must provide such
49 certification in a timely manner. In addition, for leaves due to a serious
50 health condition, a periodic status report will be required and the employee
51 will be required to provide a fitness-for-duty at the time the employee
52 returns to work. Also, the employee has a responsibility to advise Risk &
53 Benefits Management of any significant changes in his/her condition or
54 condition of family member who is under his/her care. Any employee

1 contact changes during the leave need to be submitted to Risk & Benefits
2 Management immediately. (F.R. 825.305).

- 3
4 J. An eligible employee who takes FMLA leave is entitled to be restored to the
5 same position that the employee held when the leave started, or to an
6 equivalent position with equivalent benefits, pay, and other terms and
7 conditions of the employment.
8

9 **5.3.17 Charter School Leave**

10
11 An employee of the School Board may take unpaid leave to accept employment in a
12 Charter School upon the approval of the School Board. While employed by the
13 Charter School and on leave that is approved by the School Board, the employee
14 may retain seniority accrued in the School District and may continue to be covered
15 by the benefit programs of the School District, if the Charter School and the School
16 Board agree to this arrangement and its financing. The employee must apply for
17 Charter School Leave on an annual basis. An employee who is granted Charter
18 School leave may not participate in the sick leave pool because the employee is not
19 an employee of the District while on Charter School Leave. If the District at the end
20 of the leave employs the employee, the employee may participate in the sick leave
21 pool and will be credited with accumulated sick leave in accordance with School
22 Board policy when the employee returns.
23

24 **5.3.18 Natural Disaster Leave**

25
26 If an employee is affected by a Natural Disaster in the county where the employee
27 resides, then that employee may be eligible for Natural Disaster Leave.

- 28
29 A. Natural Disaster: A Natural Disaster means a tornado, hurricane, flood, fire
30 or similar event.

- 31
32 B. Eligibility: An employee may be eligible for Natural Disaster Leave if the
33 employee or the employee's immediate family (spouse, parents,
34 grandparents, children, grandchildren, or siblings) have been directly
35 affected by the natural disaster. A person is directly affected by the natural
36 disaster under the following circumstances:

- 37
38 (1) Personal injury as a result of the natural disaster,
39
40 (2) Substantial loss of property as a result of the natural disaster.

- 41
42 C. Application: An eligible employee may file an application for a maximum of
43 ten days of paid Natural Disaster Leave. The application must include
44 documentation to support the employee's eligibility and the number of days
45 requested. An eligible employee must file an application for Natural
46 Disaster Leave within sixty days of the natural disaster.
47

- 48 D. Approval of Leave: A determination of eligibility for Natural Disaster Leave
49 is solely within the discretion of the Superintendent or his designee. The
50 number of days of Natural Disaster Leave granted to an eligible employee is
51 also solely within the discretion of the Superintendent or his designee. An
52 employee who has been granted Natural Disaster Leave may request an
53 extension of the number of days of the leave. Approval of an extension is
54 solely within the discretion of the Superintendent.

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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 Retirement System as to their status. Contributions by members of the TRS shall be outlined in Section 238.11 Florida Statutes.

C. Retirement Annuities Program *Amended 11/7/95*

(1) The School Board will consider annually, upon the recommendation of the Superintendent, requests for retirement annuities for school personnel with 25 or more years of creditable service (at least five [5] of which must have been in this district) who have reached the age of 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.

c. Requests of applicants between the ages of 50 and 54 may also be considered by the School 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 School Board on the feasibility of the program being offered

1 during that school year with no commitment to offer the program in
2 future years unless the School Board opts to do so after reviewing
3 the annual survey. The employee may be required to contribute to
4 the annuity in order to qualify.

- 5
6 (3) The Board upon the recommendation of the Superintendent will
7 determine before January 15, whether or not the program will be
8 offered for that year.
- 9
10 (4) If the program is offered, the Superintendent shall make
11 recommendations pertaining to either the investment in a specific
12 amount of current funds or the purchase of an adequate annuity
13 either of which would provide earned income in an amount
14 sufficient to provide the annual early retirement supplemental benefit
15 for the named employee.
- 16
17 (5) In the event an employee has earned experience in a public school
18 system in another state, the School Board may choose to purchase
19 such out-of-state experience (up to five years) as is necessary to
20 provide regular retirement benefits. This experience may not be
21 purchased in addition to an annuity.
- 22
23 (6) The maximum monthly benefit to any individual shall be in
24 compliance with Florida Statutes.

25 Auth: 230.22, F.S. Imple: 231.495, F.S.
26
27

28 5.4.2 Social Security

29 Social Security is required of every member of the Florida Retirement System.
30

31 Auth: 230.22, F.S.
32 Imple: 121.05(3), F.S.
33
34

35 5.4.3 Legal Duties

36 Instructional Personnel shall be subject to the rules and regulations of the State
37 Board, Section 231.09, Florida Statutes, and to those rules of the School Board
38 contained herein in the performance of their duties.
39

40 Auth: 230.22, F.S.
41 Imple: 231.09, F.S.
42
43

44 5.4.4 Professional Duties

45 A. Co-Curricular Responsibilities

46 Each member of the instructional staff, acting under the guidance of the
47 principal, shall carry, regardless of class load assignment, his/her fair share
48 of the total concerns of the school including inservice training, faculty
49 meetings, policy making, noon activity duty, committee assignments, and
50 such other duties and responsibilities as are necessary to make the school
51 function as a total unified entity; provided, however, the additional duties
52 and responsibilities as described herein shall be subject to the provisions of
53
54

1 any collective bargaining agreement entered into between the School Board
2 and members of the instructional staff.

3
4 Duty for Guidance Counselors will be assigned in accordance with the
5 Board adopted 75/25 plan as specified by State Statutes.

6
7 B. Faculty Meetings

8
9 Each principal shall hold regular faculty meetings and may hold such special
10 faculty meetings as may be considered necessary. No teacher shall be
11 absent from a faculty meeting without the principal's prior approval.
12 Faculties shall consider among other items the following matters:

- 13
14 (1) Administrative problems and procedures
15
16 (2) School policies
17
18 (3) Professional study for improvement
19
20 (4) Involvement in total curriculum
21
22 (5) Youth guidance

23
24 C. Field Trips

25
26 Teachers planning field trips shall:

- 27
28 (1) Schedule each trip with school principal, specifying the destination,
29 the method of transportation, and the period of absence from school.
30
31 (2) Complete all necessary arrangements with the organization, firm, or
32 owner or the property to be visited.
33
34 (3) Obtain from parents of all pupils who are to participate in a field trip
35 written permission, on the District form, for their children to be
36 away from school during the time required for the trip and to
37 participate in the planned activity.
38
39 (4) Notify Food Service in advance of any trips interrupting normal
40 lunch periods. (Refer to Chapter 8, Section 8.8.4 of these Rules)

41
42 School buses may be used for school activity trips for which
43 approval has been obtained from the Superintendent as provided in
44 Rule 3.1.1.

45
46 Auth: 230.22, F.S. Imple: 231.085 and 231.09, F.S.

47
48 5.4.5 Attendance Records

49
50 It shall be the responsibility of the principal to ensure that complete and accurate
51 attendance records are maintained. It shall also be the principal's responsibility to
52 ensure that teachers keep complete and accurate records of individual class

1 attendance in their grade books. The teachers' grade books are kept at the school as
2 back-up documentation to attendance. *Amended 6/30/92*

3
4 Auth: 230.22, F.S. Imple: 231.085(3) and 231.09(7), F.S.

5
6 5.4.6 Lesson Plans

7
8 Each teacher shall follow a regular system of unit and lesson planning. The practice
9 of merely giving text and workbook pages shall be considered inadequate. The
10 principal shall assist teachers in the development of satisfactory unit and lesson
11 plans to ensure an adequate instructional program.

12
13 Auth: 230.22, F.S. Imple: 231.09(1), F.S.

14
15 5.4.7 Teacher Salaries and Benefits

16
17 A. General

18
19 Teachers shall be paid at the level of experience and degree or its equivalent
20 as shown on the official transcript from an accredited college or university
21 in combination with appropriate experience when required and shall accrue
22 benefits under the provisions of employment set forth in subsections
23 230.33(7)(b) and 230.23(5)(d), and Sections 231.02 and 236.0711,
24 Florida Statutes, and in accordance with State Board Regulation 6A-1.52.
25 The salary schedule shall be based on a full day schedule of assigned
26 responsibilities during the 196-day or longer school year.

27
28 B. Experience

29
30 Teaching and vocational experience shall be allowed based on criteria
31 recommended by the Superintendent and approved by the School Board.
32 Administrative experience shall count as teaching experience on the salary
33 schedule.

34
35 C. Substitute Teachers

36
37 The Superintendent is authorized to act on behalf of the School Board in
38 appointing emergency teachers in accordance with the provisions of State
39 Board Regulation 6A-1.54 and Board Policy Chapter 5.

40
41 D. Annual Contracts

42
43 Any certificated, full-time instructional employee who does not meet the
44 requirements for a continuing contract or professional service contract as
45 provided by law and State Board of Education regulations shall be placed on
46 an annual contract status.

47
48 E. Professional Service Contracts

49
50 A professional service contract shall be issued by the School Board to any
51 member of the instructional staff who meets the requirements of Board Rule
52 5.1.5 C, as prescribed by Section 231.36, F.S. *Amended 7/23/91*

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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**

2
3 **6.1 STUDENT SERVICES**

4
5 Student Services is an organized, cooperative team effort of professional and
6 instructional personnel, designed for the purpose of meeting student needs. It shall
7 be the responsibility of the Student Services Team to help students achieve their
8 goals, cope with their concerns, and develop positive and healthy self-concepts.
9

10 The Student Services Team shall share the responsibility with the home and
11 community in giving professional aid to students in all areas of development,
12 particularly in providing them with the opportunity to acquire the minimum skills
13 necessary to function effectively and meet the challenges of today's society. The
14 following services shall be among those provided: guidance and counseling which
15 shall include occupational information, attendance services, psychological services,
16 health services, conflict resolution services and testing services. *Amended*
17 *6/28/94*

18
19 Auth: 230.22, F.S.
20 Imple: 230.2313, F.S.

21
22 **6.1.1 Guidance and Counseling**

23
24 Each elementary, middle, high, and postsecondary student in Osceola County will
25 have access to services provided by certified guidance personnel. School
26 counselors are required to spend seventy-five percent of work time providing direct
27 counseling-related service to students and no more than twenty-five percent of work
28 time to administrative activities, which must relate to guidance services.
29 *Amended 6/29/93 & 6/28/94*

30
31 Auth: 230.22, F.S.
32 Imple: 230.2313(3)(a) and 233.066(2), F.S.

33
34 **6.1.2 Occupational and Career Placement Specialists**

35
36 Follow-up studies shall be conducted which will include all students graduating or
37 leaving the public school system, or completing a vocational program. Placement
38 services will be provided on a countywide basis to meet employer and student
39 needs, secondary and post secondary. An exit interview shall be conducted with
40 each student who withdraws from the secondary school. Evidence shall be kept on
41 file for three (3) years or until after the FTE audit is completed, whichever is
42 longer.

43
44 In compliance with the Blueprint for Career Preparation, middle school
45 occupational specialists must document individual career counseling for each middle
46 school student. Evidence shall be kept on file for three (3) years or until the FTE
47 audit is completed, whichever is longer. *Amended 6/29/93*

48
49 Auth: 239.67(2), F.S.; 230.22, F.S.
50 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
28 School personnel will use the following procedure with regard to head lice:

- 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
55 practical nursing, the R.N. charged with the responsibility for supervision

1 of the health aide (nursing assistant) shall have the responsibility for nursing
2 practice acts performed by the health aide (nursing assistant) which
3 implement any treatment or pharmaceutical regimen which may produce side
4 or toxic effects, allergic reactions or other unusual effects that may endanger
5 a patient's life or well-being. The R.N. shall be readily available for and
6 provide direction, consultation and instruction to the health aide (nursing
7 assistant), review and compare medication orders and medications for
8 accuracy, monitor patients receiving medication, including conditions which
9 contraindicate continued administration of medication.

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

11
12
13 6.1.6 Working with Community and Governmental Agencies

14 Student Services shall work closely and cooperatively with out-of-school
15 community and governmental agencies in an attempt to meet the needs of students
16 in the community. School personnel shall be given a listing of all community and
17 governmental agencies, their contact people and responsibilities. Student Services
18 shall act as liaison between the school system and these agencies. Such agencies
19 shall be given guidelines for requesting information from the school principal and
20 all other circumstances as they relate to students. *Amended 7/21/98*

21
22
23 Auth: 230.22, F.S. Imple: 230.23(12), F.S.

24
25 6.1.7 Testing Services

26 The Purpose of the District Testing Program, an integral part of the instructional
27 process, is to identify strengths and weaknesses in students' learning and to assess
28 the attainment of educational goals of the school district and the State of Florida.

29 The information gained from the testing results will be used to provide better
30 learning opportunities for students.

31 The District Testing Program shall be administered in a consistent manner
32 throughout the district with every effort made to ensure proper use of objective,
33 valid, reliable measures, and interpretation of all test data.

34 Unethical use or administration of test materials may constitute a violation of
35 Florida Statutes 228.301, Test Security, and may result in fines, imprisonment,
36 and/or dismissal of involved personnel.

37 Guidelines and procedures for implementing this policy are found in the District
38 Testing Handbook.

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44
45 6.1.8 Conflict Resolution Services *Adopted 6/28/94*

46 Each school may request conflict resolution services from the Department of
47 Student Services. These activities are meant to diffuse hostilities between students,
48 promote positive relationships, and lessen the likelihood of disciplinary action.
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6.2 SCHOOL ATTENDANCE AND ADMISSION

6.2.1 School Attendance

A. General Requirements *Revised 7/21/98*

(1) All children who have attained the age of six (6) years or who will be six (6) years of age by February 1st of any school year, or who are older than six (6) but have not attained the age of sixteen (16) years, are required to attend school regularly during the entire school year.

(2) A child who attains the age of sixteen (16) years during the school year shall not be required to attend school beyond his sixteenth (16) birthday if the student has a signed form declaring his intent to withdraw from school prior to completion of the educational program. The parents or legal guardians of the student shall be contacted by the principal to discuss the educational impact of such decision and to suggest other appropriate alternative educational placements or programs. The student may only be withdrawn if the parents or legal guardians also sign the intent to withdraw form.

(3) A child who is receiving services through Exceptional Student Education (ESE) shall not be withdrawn without prior parental notification, a staffing meeting with parents or guardians to discuss the educational impact of such a decision for the student to withdraw, and all requirements relative to due process have been completed. *Amended 9/7/99*

In cases where at least two (2) good faith, but unsuccessful attempts to notify parents or guardians of the student have been documented, and with the approval of the Director of Exceptional Student Education, the student may be withdrawn by the school. *Adopted 9/7/99*

(4) A child who has been placed at a district alternative school or second chance school in lieu of expulsion shall not be withdrawn without prior parental notification and a meeting with parents or guardians to discuss the educational impact of such a decision and the implications regarding the probability of going forward with the recommendation for expulsion.

B. Certification of Exemption

Children within the compulsory attendance age limits who hold valid certificates of exemption issued by the Superintendent in accordance with Florida Statutes 232.06, shall be exempt from attending school. A certificate of exemption shall cease to be valid at the end of the school year in which it is issued.

1 C. Responsibility for Attendance

2 Each parent of a child within the compulsory attendance age shall be
3 responsible for such child's school attendance as required by Florida
4 Statutes, 232.09.
5

6 Whenever a child of compulsory attendance age is absent without the
7 permission of the person in charge of the school, the parent of the child
8 shall report and explain the cause of such absence to the proper person at
9 each school, as provided in Florida Statutes, 232.10.
10

11 The Superintendent may delegate the enforcement of compulsory school
12 attendance and child welfare to attendance personnel as provided in Florida
13 Statutes 232.16.
14

15 D. Reporting Procedures

16 It shall be the responsibility of the principal and the teacher to encourage
17 regularity of attendance and punctuality, and to check student attendance as
18 prescribed below.
19

20 The principal shall be responsible for the administration of attendance rules
21 and procedures and for the accurate reporting of attendance in the school
22 under his direction.
23

24 All officials, teachers and other employees shall keep records and shall
25 prepare and submit all reports that may be required by law and State Board
26 Regulation 6A-1.044.
27

28 Attendance checks shall be made as early in the day as practicable. Students
29 who are not present in school at the time attendance is checked shall be
30 marked absent for the day unless presence is verified by attendance
31 personnel. (This is not to be confused with class attendance). All absences
32 whether "excused, or "permitted", or "unexcused", shall be recorded each
33 day.
34
35

36 E. Absences

37 Non-attendance in a class shall be considered an absence unless the student
38 is participating in a school activity. Absences shall be classified as:
39

40 (1) Excused Absences

41 Absences shall be excused for the following reasons:
42

- 43 a. Illness or injury of the student.
44
45 b. Illness, injury or death in the immediate family of the
46 student. The immediate family shall be defined as listed in
47 the United States Internal Revenue Service guidelines.
48
49

50 If there is a reasonable doubt concerning the illness claimed, the
51 principal shall be authorized to require a statement from an accepted
52 medical authority. Failure to comply with this requirement shall
53 result in the absence being "unexcused".
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In cases of excused absences, the student shall be allowed to make up the work and teachers of the students shall give every reasonable assistance.

Make-up work shall be completed during a period of time equal to at least twice the time for which the absence is excused, unless more time is allowed by the teacher.

(2) Permitted Absences

"Permitted" absences may be granted. Only the principal shall have the authority to grant "permitted" absences and then only after he has considered the merits of each case. It shall be the principal's responsibility to give to the parents a copy of the School Board rules pertaining to permitted absences. Arrangements for make-up work shall be made in advance with the instructor of classes to be missed. The student shall assume complete responsibility for the make-up work. The teachers shall cooperate by making assignments, grading materials, and recording grades. A timeline, which shall not exceed twice the number of days of absence, shall be set by the teacher for receiving the student's work for credit.

Examples of situations warranting "permitted" absences include:

- a. Attendance at an important public function.
- b. Attendance at church meetings, or observances of religious holidays.
- c. Travel with parents in urgent circumstances.
- d. Attendance at non-school conventions or conferences.
- e. Other situations with parental permission and the approval of the principal.
- f. Participation in a non-instructional activity.

A student who wishes to participate in a non-instructional activity must:

- 1. Meet the academic requirements as set forth by the School Board,
- 2. Make arrangements, in advance, with the teacher for missing classes, and
- 3. Accept the responsibility for making up time and work.

(3) Unexcused Absences *Revised 9/7/99*

All absences other than "excused" or "permitted" shall be deemed "unexcused", and a failing grade shall be recorded for the period of

1 the "unexcused" absence, except that students who are suspended
2 from school during grade period exams or semester exams shall be
3 allowed to make up these exams.

4
5 a. Upon each unexcused absence, the Principal or designee
6 shall contact the student's parent or guardian to determine the
7 reason for the absence.

8
9 b. If a student has had at least five (5) unexcused absences
10 within a calendar month or ten (10) unexcused absences
11 within a ninety (90) day calendar period, the student's
12 primary teacher shall report to the principal or designee that
13 the student may be exhibiting a pattern of non-attendance.
14 Unless there is clear evidence that the absences are not a
15 pattern of non-attendance, the case shall be referred to a child
16 study team to determine if early patterns of truancy are
17 developing. If the child study team finds that a pattern of
18 non-attendance is developing, whether the absences are
19 excused or not, a meeting with the parent must be scheduled
20 to identify potential remedies.

21
22 c. If the initial meeting with the parent does not resolve the
23 problem, the child study team shall implement specific
24 interventions that best address the problem.

25
26 The child study team shall be diligent in facilitating
27 intervention services and shall report the case to the
28 Superintendent or his designee only after all reasonable
29 efforts to resolve the problem have been exhausted.

30
31 d. If the parent, guardian or other person in charge of the child
32 refuses to participate in the remedial strategies because
33 he/she believes that those strategies are unnecessary or
34 inappropriate, the parent, guardian or other person in charge
35 of the child may appeal to the School Board. The School
36 Board may provide a hearing officer, who may be an
37 employee of the School Board, in lieu of a School Board
38 hearing, who shall hear the case and make a recommendation
39 for final action to the School Board. If the School Board's
40 final determination is the strategies of the child study team
41 are appropriate, and the parent, guardian or other person in
42 charge of the child still refuses to cooperate, the
43 Superintendent may seek criminal prosecution for
44 noncompliance with compulsory school attendance.

45
46 e. If a child subject to compulsory attendance will not comply
47 with attempts to enforce school attendance, the parent,
48 guardian or Superintendent or his designee shall refer the
49 case to the case staffing committee pursuant to Florida
50 Statutes, and the Superintendent or his designee may file a
51 truancy petition pursuant to procedures outlined in Florida
52 Statutes.

53
54 Auth: FS 984.12, 984.151.
55

1 F. Grading of Make-up Work

2
3 Students whose absences have been approved as "excused" or "permitted",
4 and who complete the make-up assignments as required by school policy,
5 shall receive grades for the periods of such absences in the same manner as
6 if not absent from school. Each school shall establish procedures to ensure
7 good attendance in each grading period.

8
9 Auth: 230.22, F.S.

10 Imple: 232.02, F.S. and Chapter 75-130, Laws of Florida; 232.06, 232.08,
11 232.10, 232.26, 230.23(4)(a), 230.232, 230.23(4)(d), 232.23, 231.085,
12 231.09(7), 232.021, 236.013(3), 232.17, F.S. and SBR 6A-1.451

13
14 G. Place of Enrollment

15
16 Parents shall enroll their child in the appropriate grade level within the
17 attendance area as established by the School Board. *Amended 9/17/91*

18
19 Any exceptions to this rule must be for extraordinary circumstances which
20 warrant special and/or individual considerations, and shall be permitted only
21 under the following conditions:

22
23 (1) If the School Board determines that enrollment at a school exceeds
24 acceptable limits, students may be transferred to a school in another
25 attendance zone. *Amended 11/7/95*

26
27 (2) The Superintendent may require a student to attend a school out of
28 his attendance zone when he deems it necessary to meet an
29 individual educational need or for disciplinary reasons.

30
31 (3) The parent or guardian of a student may request that the student
32 attend a school out of his assigned attendance zone by making such
33 request to the principal of the school to which the student is assigned
34 on a form to be provided.

35
36 a. If that principal recommends that the transfer not be granted,
37 the request shall be forwarded to the Director of Student
38 Services who shall notify the parent or guardian that the
39 request has been denied.

40
41 b. If the principal recommends that the transfer be granted, the
42 request shall be forwarded to the principal of the school to
43 which the transfer has been requested who shall make his
44 recommendation and forward the request to the Director of
45 Student Services.

46
47 c. If the receiving principal recommends that the transfer not be
48 granted, the Director of Student Services shall notify the
49 parent or guardian that the request has been denied.

50
51 d. If the receiving principal recommends that the transfer be
52 granted, the Superintendent shall determine if such
53 extraordinary circumstances exist to warrant the transfer and
54 shall grant or deny the request. The Director of Student
55 Services shall notify the parent or guardian if the transfer has

1 been denied at the school level. NO APPROVED
2 TRANSFER SHALL BE EFFECTIVE BEYOND THE
3 SCHOOL YEAR FOR WHICH IT IS GRANTED. The
4 receiving school shall notify the parent or guardian of each
5 student whose request for transfer has been approved.
6 *Amended 6/27/95*

7
8 The parent or guardian may appeal the denial of the request or the
9 revocation of any transfer to a five-member review panel appointed
10 by the Superintendent. The panel shall consist of three principals, a
11 representative of Student Services, and a representative of
12 Exceptional Student Education. Principal membership shall be
13 rotated in order that an appeal not be heard by either the sending or
14 receiving principal. Decisions shall require a majority vote of the
15 panel and a majority of the panel must be present in order to render a
16 decision. *Amended 5/3/94*

17
18 The parent or guardian may appeal the decision of the Review Panel
19 to the School Board. A request for appeal must be submitted in
20 writing to the Superintendent within ten calendar days of the
21 decision of the Review Panel or the right to appeal will be forfeit.
22 An appeal filed within the proper timeline will then be placed on the
23 agenda of the next regularly scheduled meeting of the School Board.
24 Both the sending and receiving principal will be notified of the date
25 and time of the meeting. At that meeting, the Board will be
26 presented with the findings of the Review Panel, hear arguments
27 from both parties and render a final decision. *Adopted 5/3/94*

28
29 The parent or guardian requesting such transfer shall be solely
30 responsible for transporting the student to and from the "out-of-
31 zone" school.

32
33 The School Board reserves the right to establish an application
34 period for currently enrolled students to request an out-of-zone
35 transfer. *Adopted 5/3/94*

36
37 (4) The Superintendent or principal may revoke any transfer previously
38 allowed if the student's conduct or attendance at the "out-of-zone"
39 school falls below acceptable standards, or for other reasons he may
40 deem sufficient that were not known at the time of the original
41 transfer.

42
43 (5) The Superintendent shall issue a report on out-of-zone activity to the
44 School Board on a quarterly basis. *Amended 6/27/95*

45
46 Auth: 230.23(6)(a), F.S.

47
48 H. Married Students

49 Students who are married, pregnant, or who have children, shall not be
50 prohibited from regular school attendance and instruction as provided in
51 Florida Statutes, 232.01(1)(c) 2.
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I. Out-of-County Admissions Revised 9/17/91, Amended 6/28/94 & Revised 9/7/99

- (1) Students, with the exception of children of School Board employees, who do not reside in Osceola County, may not be enrolled in Osceola District Schools except in the following circumstances:
 - a. When specifically approved by the School Board upon written application of the student, parent or guardian, based only on medical need or other specific hardship to be determined at the discretion of the School Board.
 - b. Pursuant to an agreement with another district school board establishing a multi-district attendance area for a specific school and providing for joint maintenance of facilities, entered into pursuant to Florida Statutes Section 230.23(4)(d).
- (2) Children of School Board employees who do not reside in Osceola County may be enrolled in Osceola District Schools under the following conditions:
 - a. The student may be enrolled when specifically approved by the School Board upon written application of the student, parent or guardian.

The School Board reserves the right to establish an application period to request an out-of-county transfer.
 - b. The student will attend school where the parent or guardian is employed according to age and grade appropriateness.
 - c. If the student is not age and grade appropriate for enrollment where the parent or guardian is employed, the student may attend another age and grade appropriate school.
 - d. In circumstances where the appropriate school, is unavailable due to School Board determination, the parent as indicated in "b" and "c" above, may enroll the child at another available school.
 - e. The term "employee" as used in this policy shall include full-time, part-time, and regular substitute employees of the District.
- (3) The Superintendent may revoke any out-of-county transfer, at the principal's request, if the student's conduct or attendance at the out-of-county school falls below acceptable standards or for other reasons deemed sufficient that were not known at the time of the original transfer. The recommendation to revoke an out-of-county transfer shall be made by the Superintendent and approved by the School Board.

- 1 (4) No out-of-county transfer shall be effective beyond the school year
2 in which granted.
3
4 (5) No out-of-county student shall be admitted after the last day of the
5 third (3rd) FTE Survey Week, normally the second (2nd) week of
6 February, of any given school year.
7

8 J. FTE Reporting
9

10 Reporting of attendance for the purpose of determining full-time equivalent
11 students shall be made in accordance with the provisions of Florida
12 Statutes, 236.013, and State Board Regulation 6A-1.451.
13

14 6.2.2 School Admission
15

16 All children who have attained the age of six (6) years or who will have attained the
17 age of six (6) years by February 1 of any school year or who are older than six (6)
18 years of age but who have not attained the age of sixteen (16) years are required to
19 attend school regularly during the entire school term.
20

21 Students less than eighteen (18) years of age are entitled to enroll in the school to
22 which they are assigned unless an active expulsion is in effect. *Amended*
23 *6/29/93*
24

25 A. Admission to Kindergarten
26

27 Children attaining the age of five (5) years on or before the date prescribed
28 by state statutes shall be eligible for admission to kindergarten during that
29 school year.
30

31 B. Admission to First Grade
32

33 Any child who will attain the age of six (6) years on or before September 1,
34 shall be admitted at the beginning of that school year or at any time
35 thereafter, provided the child has demonstrated a readiness to enter the first
36 grade in accordance with rules adopted by the State Board of Education.
37

38 No student shall be admitted to the first grade who has not attended
39 kindergarten in a public school or satisfactorily completed kindergarten in a
40 non-public school from which the district School Board accepts transfer of
41 academic credit.
42

43 Any student presented for grade 1 enrollment who has successfully
44 completed Kindergarten in a non public school which permitted entry earlier
45 than the state minimum requirement (5 years old on or before September 1
46 of the school year) shall be enrolled in Kindergarten until such time as the
47 student has demonstrated a readiness to enter the first grade.

1 C. Requirements for Initial Admission to Osceola County Schools

2
3 (1) Evidence of Age *Amended 6/27/95*

4
5 Students enrolling through the first grade must present evidence of
6 their age. Evidence submitted shall be one from the following
7 priority list:

- 8
9 a. Birth certificate, or
10
11 b. Certificate of baptism, with sworn affidavit, or
12
13 c. Two-year old life insurance policy on child, or
14
15 d. Bible record, with sworn affidavit, or
16
17 e. Passport showing age, or
18
19 f. Affidavit of age sworn to by parent and a certificate of age
20 signed by health officer, school physician or licensed
21 physician.

22
23 (2) Health Requirements

24
25 a. Certificate of Physical Examination *Amended 6/30/92*

26
27 A certificate of a physical examination within the twelve-
28 month period immediately proceeding enrollment shall be
29 presented before a child is allowed to attend classes. The
30 certificate shall be signed by a licensed practicing physician,
31 or an Advanced Registered Nurse Practitioner certifying that
32 the pupil has no contagious or communicable disease which
33 would warrant the pupil's exclusion from public schools. A
34 Physician's Assistant operating under the supervision of
35 Osceola County's Public Health Director may also sign the
36 certificate. *Amended 6/27/95*

37
38 Students, other than children of military personnel,
39 transferring from a foreign country must possess an
40 examination certificate issued within the United States.

41
42 Exceptions:

- 43
44 1. Pupil has previously been enrolled in a Florida
45 school.
46
47 2. Parental objections in writing on religious grounds.

48
49 b. Proof of Tuberculin Test

50
51 All first time enrollees in grades 9-12 or any enrollee
52 returning from an area outside of the Continental United
53 States, regardless of grade level, must present evidence of a
54 Tuberculin test, with a negative reading, administered within

1 the last twelve months before class attendance will be
2 allowed. A student who has a positive reading on any
3 Tuberculin test will be required to submit to a chest X-ray.
4 The student will not be allowed to enroll until a licensed
5 physician certifies that the student may attend class.
6 *Amended 7/23/91, 6/27/95 & 7/21/98*

7
8 c. Immunization *Amended 7/21/98*

9
10 Each pupil who is otherwise entitled to admittance to an
11 Osceola County School, shall be required to present a
12 certificate of immunization on a Florida form, showing that
13 the student has received inoculations for those communicable
14 diseases for which immunization is required by the Division
15 of Health, and Florida Statutes 232.032.

16
17 Students who have not received the required immunizations
18 as stipulated by state law and who have not received a
19 statutory exemption will be temporarily excluded from
20 school until such immunizations have been administered.
21 *Adopted 9/7/99*

22
23 Required Immunizations: *Amended 9/7/99*

24 Five (5) DP's

25 Four (4) Polio

26 One (1) MMR (if taken at twelve (12) months or older)

27
28 Plus:

29 Pre-K All required immunizations
30 appropriate to age and HIB

31 Kindergarten All required immunizations and a
32 First Grade second MMR and Hepatitis B (series
33 of 3)

34 Grades 2-6 All required immunizations and a
35 second MMR (new for 6th graders)

36 Grades 7-9 Hepatitis B (Series of 3) and
37 Tetanus/Diphtheria (TD) booster and
38 second MMR.

39 Grades 10-12 All required immunizations

40
41 Exceptions may be granted as follows:

- 42
43 1. Parental objections in writing on religious grounds
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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.

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 School Board may
14 waive 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

18 Auth: 232.245, F.S.
19

20 6.4 EDUCATIONAL RECORDS OF STUDENTS 21

22 A. Confidentiality - Student Records 23

24 The Osceola County Public Schools shall maintain educational records on
25 each student for the purpose of planning instructional programs, for
26 guidance of students, for preparation of local, State and Federal reports, and
27 for research. Student records are for the educational benefit of the student,
28 and information recorded and maintained shall be in keeping with the best
29 educational interest of the student.
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

- 50 (1) The cumulative folder file shall include Category A Permanent
51 Information which is verified information of clear importance to be
52 retained indefinitely and Category B Temporary Information which
53 is verified information of clear educational importance which is
54 subject to change. The permanent information record shall be

maintained on the form prescribed by the Superintendent.
Amended 6/27/95

(2) Those determined to have a legitimate educational interest in students or student records shall include but not be limited to parents, teachers, principal, staff within the school responsible for assigning or directing student programs within the school, and county staff as designated by the Superintendent.

(3) Criteria for determining legitimate educational interest shall be consistent with its meaning as used in 6A-1.955 (4) FAC.

(4) Each school shall make provisions for disclosure of personally identifiable information in health and safety emergencies. Criteria for determining the existence of emergencies involving health or safety shall include but not be limited to:

- a. The seriousness of the threat to the health or safety of a pupil or adult student or other individuals,
- b. The need for information to meet the emergency;
- c. Whether the parties to whom the information is disclosed are in a position to deal with the emergency; and
- d. The extent to which time is of the essence in dealing with the emergency.

(5) Information pertaining to Category A and B educational records shall be maintained at the individual school sites and/or Records Retention Center. *Amended 6/30/92*

(6) Definitions

- a. Education Records: The term "education records" shall mean those records, files, documents and other materials as defined in Florida Statutes 228.093(2) which contain information directly related to a pupil or an adult student, which are maintained by an educational institution or by a person acting for such institution, and which are accessible to other professional personnel for purposes listed in Rule 6A-1.955(1), FAC.
- b. Child: A child shall mean any person who has not reached the age of majority.
- c. Pupil: A pupil shall mean any child who is enrolled in any instructional program or activity conducted under the authority and direction of a district School Board.
- d. Adult Student: Adult student shall mean any person who has attained 18 years of age and is enrolled in any instructional program or activity conducted under the authority and 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.
 - 3. Vocational/Technical/Adult - Subject taken, grades and credits earned if applicable, and/or hours completed.

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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.

(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

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- 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.

Whatever rights are vested in the parent shall pass to the student whenever the student has attained eighteen (18) years of age or is attending an institution of post- secondary education. Parents of a dependent student or dependent former student shall have access to student records. "Dependent"

1 shall be as defined in 26 U.S.C. (Section 152 of the Internal Revenue Code
2 of 1954).

3
4 When any other information concerning a student is combined with
5 information on other students, the parents of any student shall be entitled to
6 receive, or be informed of, the information pertaining to their child.

7
8 Pursuant to Florida Statutes, section 39.045(5), the Superintendent may
9 enter into interagency agreements for the purpose of sharing information
10 about juvenile offenders. The Superintendent may make school records
11 available to appropriate department personnel under the specific conditions
12 provided for in the interagency agreement. *Adopted 6/27/95*

13
14 D. Child Custody and Access to Student Records

15
16 The school shall presume that either parent of any student has the right to
17 inspect and review the education records of the student unless the school
18 has been provided with evidence that there is a court order governing this
19 matter which provides to the contrary.

20
21 E. Directory Information

22
23 Any school in the District may elect to publish a School Directory each year.
24 The following information may be published:

25
26 Student's name, address, listed telephone number, date and
27 place of birth, participation in school activities and sports,
28 weight and height of members of athletic teams, dates of
29 attendance, honor roll, graduation date and awards received.

30
31 The parent may refuse to permit the designation of any or all of the above
32 categories as directory information with respect to their child by notifying
33 the principal in writing within ten (10) calendar days of the beginning of
34 school.

35
36 Lists of students will not be released unless a directory is published.

37
38 Auth: F.S. 228.093 (3)(0)

39
40 F. Public Notification

41
42 Each school shall provide to parents and eligible students annual notification
43 of their right of access to student records, a right to a copy of the record,
44 right of waiver of access, right to challenge information contained in the
45 record and to a hearing, and right of privacy. The notification should be
46 distributed at the beginning of the school year and in so far as is practicable
47 must be in the language of the parent of the eligible student.

48
49 This annual notice should also include the policy on Directory Information.
50 The Departments of Student Services and Exceptional Education shall be
51 responsible for updating and providing annually a copy of the Public Notice
52 to each Principal. The Principal shall determine the method and procedure
53 for delivery to parents.
54

1 G. Transfer of Student Cumulative Records, Transcripts of Student Permanent
2 Record Copy, and/or Release of Student Records
3

4 Requests for the transfer of cumulative record folders or other student
5 records shall be made in writing by the parent except as outlined in this
6 section. A release form shall be provided for use in the schools, and such a
7 form shall designate that parents have the right of access to student records,
8 right to a copy of the records right of waiver of access, right to challenge
9 information contained in the record and to a hearing, and right of privacy.
10 *Amended 7/23/91*

11
12 Under no circumstances shall the student record be released to the student,
13 parent or guardian for transmittal from one school to another (a copy can be
14 provided to them).

15
16 Report cards or other evidence of grade placement and progress to date with
17 student identification, a receipt for textbooks returned, a copy of the Student
18 Health Record and a statement of any out-standing financial obligation shall
19 be given to the parent or student at the time of withdrawal.

20
21 Prior to the transfer of the cumulative folder, or copy of same, the
22 information shall be reviewed.

23
24 The transfer of records shall be made immediately upon written request of
25 an adult student, a parent or guardian of a student or a receiving school.
26 The principal or designee shall transfer a copy of all category A and
27 category B information and shall retain a copy of Category A information.

28
29 No student records or information may be transferred or released or
30 disclosed to any individual or institution without prior parental written
31 consent, signed and dated, except to:

- 32
33 (1) Officials of schools, school systems, area vocational technical
34 centers, community colleges, or institutions of higher learning in
35 which the pupil or student seeks or intends to enroll; and a copy of
36 such records or reports shall be furnished to the parent, guardian,
37 pupil, or student upon request.
- 38
39 (2) Other school officials, including teachers within the educational
40 institution or agency, who have legitimate educational interests in the
41 information contained in the records.
- 42
43 (3) The United States Secretary of Education, the Director of the
44 National Institute of Education, the Assistant Secretary for
45 Education, the Comptroller General of the United States, or state or
46 local educational authorities who are authorized to receive such
47 information subject to the conditions set forth in applicable federal
48 statutes and regulations of the U.S. Department of Education, or in
49 applicable state statutes and rules of the State Board of Education.
- 50
51 (4) Other school officials, in connection with a pupil's or student's
52 application for, or receipt of, financial aide.
- 53
54 (5) Individuals or organizations conducting studies for or on behalf of
55 an institution or a board of education for the purpose of developing,

1 validating, or administering predictive tests, administering pupil or
2 student aid programs, or improving instruction, if such studies are
3 conducted in such a manner as will not permit the personal
4 identification of pupils or students and their parents by persons other
5 than representatives of such organizations and if such information
6 will be destroyed when no longer needed for the purpose of
7 conducting such studies.

- 8
9 (6) Accrediting organizations, in order to carry out their accrediting
10 functions.
- 11
12 (7) For use as evidence in pupil or student expulsion hearings
13 conducted by a district school board pursuant to the provisions of
14 chapter 120.
- 15
16 (8) Appropriate parties in connection with an emergency, if knowledge
17 of the information in the pupil's or student's educational records is
18 necessary to protect the health or safety of the pupil, student, or
19 other individuals.
- 20
21 (9) The Auditor General in connection with his official functions;
22 however, except when the collection of personally identifiable
23 information is specifically authorized by law, any data collected by
24 the Auditor General shall be protected in such a way as will not
25 permit the personal identification of students and their parents by
26 other than the Auditor General and his staff, and such personally
27 identifiable data shall be destroyed when no longer needed for the
28 Auditor General's official use. 228.093 (3) d F.S.
- 29
30 (10) A court of competent jurisdiction in compliance with an order or that
31 court or the attorney of record pursuant to a lawfully issued
32 subpoena upon the condition that the student and his parents are
33 notified of the order or subpoena in advance in compliance therewith
34 by the educational institution or agency.
- 35
36 (11) A person or entity pursuant to a court of competent jurisdiction in
37 compliance with an order of that court or the attorney of record
38 pursuant to a lawfully issued subpoena, upon the condition that the
39 pupil or student, or his parent if he is either a minor and not
40 attending an institution of postsecondary education or a dependent of
41 such parent as defined in 26 U.S.C. s 152 (Section 152 of the
42 Internal Revenue code of 1954), is notified of the order or subpoena
43 in advance of compliance therewith by the educational institution or
44 agency.
- 45
46 (12) Credit bureaus, in connection with an agreement for financial aid
47 which the student has executed, provided that such information may
48 be disclosed only to the extent necessary to enforce the terms or
49 conditions of the financial aid agreement. Credit bureaus shall not
50 release any information obtained pursuant to this paragraph to any
51 person.

52 The written consent of the parent shall include:

- 53
54 a. Specifications of the records to be disclosed.
55

- 1
2 b. The purpose of the disclosure, and
3
4 c. The party or class of parties to whom the disclosure is to be
5 made.
6

7 H. Third Party Restriction
8

9 Neither a student's educational record nor any personally identifiable
10 information shall be released except on the condition that the information
11 being transferred will not be subsequently released to any other party or
12 used for any purpose other than that for which the disclosure was made
13 without obtaining the consent of the parent or eligible student, signed and
14 dated.

15
16 Released copies of educational records and personally identifiable
17 information must be destroyed when no longer required by the person to
18 whom the information was appropriately released.
19

20 In order to comply with the two sections noted above, a stamp should be
21 used to mark all copies of the information being released to any other person
22 without the written consent of the parent or eligible student; and that copies
23 of the information be destroyed when no longer needed.
24

25 I. Record of Disclosure
26

27 The school shall maintain a record of all records or information disclosed,
28 transferred or released from the education records of a student. Such a
29 record shall be kept with the student's education records and indicate the
30 parties who have requested or obtained personally identifiable information
31 from the student's education records, and the record must also specify the
32 legitimate interest that these parties had in requesting or obtaining the
33 information. The record of disclosure may be inspected by the parent or
34 eligible student and school official responsible for the custody of the
35 records. The record of disclosure is not necessary when disclosure is to the
36 parent of a minor student or an eligible student or to school officials who
37 have a legitimate interest.
38

39 J. Transfer of Records
40

41 The transfer of records shall be made immediately on request of parent or
42 receiving school. The principal or designee shall transfer a copy of all
43 category A and category B information and shall retain a copy of category A
44 information and the original of category B information. Under no
45 conditions shall the transfer of a student's records be delayed for failure to
46 pay a fine or fee assessed by the school; however, all reasonable effort shall
47 be made to collect for damaged or lost library books and textbooks.
48

49 K. Schedule of fees for Reproduction of Student Records
50 *Revised 6/29/93, Amended 6/16/98*
51

- 52 (1) Student records transferred to another school within the School
53 District of Osceola County system, shall be at no cost to the
54 parent/guardian or adult student. Records shall be mailed directly to

1 the requesting school or to the school designated by the
2 parent/guardian or adult student.

- 3
4 (2) Copies of a student academic "transcript", delineating each
5 grade/course taken and/or completed and date of graduation or
6 program completion, whether certified as "official" by use of the
7 school or school district seal, or stamped "unofficial" and/or
8 "student copy" shall be furnished upon request to the
9 parent/guardian, adult student, and/or authorized
10 individuals/organizations as per 228.093(4)(d), at no charge.
- 11
12 (3) Copies of student education records, whether certified as "official"
13 by use of the school or school district seal, or stamped "unofficial"
14 and/or "student copy" shall be furnished to the parent/guardian,
15 adult student, and/or authorized individuals/organizations as per
16 228.093(4)(d), in accordance with SBR 6a-1.0955(6)2.d, and
17 School Board Rule 1.20.2.

18
19 **L. Right to Contest the Contents of Student Records Hearing Procedures**

20
21 In addition to a parent's right of access for the inspection and review of their
22 child's education record, they shall also have an opportunity for a hearing to
23 contest the contents of said record if they think it to be inaccurate,
24 misleading, or otherwise in violation of the privacy or other rights of the
25 student. The right includes an opportunity for the correction or deletion of
26 any such inaccurate, misleading, or otherwise inappropriate data contained
27 therein.

28
29 If records are to be corrected, deleted or expunged, then a written agreement
30 between the adult student or parent and the designated school official shall
31 be entered into. The agreement shall only indicate that the record has been
32 corrected, deleted or expunged.

33
34 Schools may attempt to resolve such matters through informational meetings
35 and discussions; however, when such informal proceedings are not
36 satisfactory to either the school or the parent, the following procedures are
37 to apply:

- 38
39 (1) The parent or eligible student shall make a request in writing to the
40 principal naming the record to be reviewed and the information in
41 question.
- 42
43 (2) The principal shall schedule an appointment for a hearing,
44 designating date and time of the hearing. The hearing shall be
45 scheduled within five (5) school days after request. Parents and
46 school personnel shall have an opportunity to present information
47 and to be heard.
- 48
49 (3) The principal shall serve as the hearing officer. It shall be the
50 hearing officer's responsibility to review the information in question
51 and to make a decision regarding the request. Such decision shall be
52 in keeping with the rules of the Osceola County, Florida, Public
53 Schools.
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- (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.
 - 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.
- 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.

1 D. Principals shall make provision for the supervision and safety of all pupils
2 on school outings. Particular attention to safety shall be given to those
3 outings where swimming is involved. School parties and picnics shall not
4 be conducted during the closing days of the school session. The days shall
5 be devoted to testing and evaluation.
6

7 Auth: 230.22, F.S.

8 Imple: 232.25 and 231.085(f), F.S.
9

10 **6.5.2 Student Activities**

11
12 A. **Field Trips** *Revised 6/17/97*

13
14 Field trips are those activities involving students that are held at sites other
15 than the regular school site that occur either during or at times other than the
16 regular school day and that have been approved by the Principal,
17 Superintendent and/or School Board in accordance with the following
18 procedures.
19

20 (1) **Instructional field trips must be:**

- 21
22 (a) Approved by the principal,
23
24 (b) Directly related to performance standards of the course, and
25
26 (c) Incorporated into the sponsoring teacher's unit plans.
27

28 (2) **Reward Field Trips**

29
30 If a field trip is a reward for educational progress or positive
31 behavior, the field trip must be held outside of normal school hours.
32

33 (3) **Only instructional field trips may be scheduled during a regular
34 school day.**

35
36 (4) **Field trips or parties under the sponsorship of the school will not be
37 held at water parks.**

38
39 For the purposes of this Rule, the term "water parks" means any
40 commercial facility open to the public for a fee wherein a substantial
41 portion of the activities for the park relate to water rides, thrill rides
42 involving water, or other mass scale water amusement activities.
43 The term "water parks" does not mean any public lakefront, nor any
44 swimming pool or aquatic park owned or operated by a county,
45 municipality, or non-profit organization such as the YMCA.
46 However, any field trip at an aquatic facility or lakefront that is
47 otherwise permitted under this policy shall be approved in advance
48 by the Superintendent.
49

50 (5) **Field Trip Procedures**

51
52 (a) **Out-of-State Field Trips**

- 53
54 1. Any field trip which involves out-of-state travel must
55 be approved by the School Board in advance. At

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least 60 days prior to the date of the field trip, documentation must be presented to the School Board for approval which includes an itinerary, the educational purpose for the trip, the method of transportation and lodging, the number of chaperones and a plan for returning the students to their school or to the county prior to the end of the field trip. If an out-of-state field trip is approved by the School Board, the Superintendent is directed to confirm that the appropriate documentation, including releases, sufficient supervision, travel plans and itinerary is completed in accordance with the School Board's approval and approve or deny the field trip request based on the sufficiency of the documentation. The Superintendent shall report his or her decision to the School Board on the next available agenda.

2. The parent or guardian of each student going on any out-of-state field trip and chaperones for the field trip must sign releases on a form which is developed and maintained by the Superintendent.
3. No commitments shall be made and no fund raising shall begin prior to School Board approval of the field trip.

(b) In-State Field Trips Involving Overnight Stay

1. The Superintendent is directed to review all in-state field trips which involve an overnight stay. Any field trip which involves in-state travel and an overnight stay must be approved by the Superintendent in advance. The sponsor of the field trip must provide an itinerary, the educational purpose for the trip, the method of transportation and lodging, the number of chaperones and a plan for sending students back to their school prior to the end of the field trip.
2. The parent or guardian of each student going on any in-state overnight field trip and chaperones for the field trip must sign releases on a form which is developed and maintained by the Superintendent.

(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

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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.
 - 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.

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- (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 limited to, representatives from extracurricular sponsors, classroom teachers, the guidance department, administration, exceptional student education, and the school advisory committee.

Auth: 230.22, F.S. Imple: 230.23 (14)

D. Athletic Insurance

The principal and coaches shall arrange for group insurance for the protection of school participants in athletic events. Moreover, the principal shall require, and keep on file in his office, the parent's written consent and the doctor's approval for each participant. *Amended 7/23/91*

1 E. Student Activity Restrictions

- 2
- 3 (1) Participation by students in functions outside the county and not
- 4 under the sponsorship of the Florida High School Activities
- 5 Association shall require approval from the School Board.
- 6
- 7 (2) Eligibility for participation in extra curricular activities, including
- 8 athletics and cheerleading, shall be determined by School Board
- 9 Rules, the Florida High School Activities Association and local
- 10 Bylaws. (Bylaws of each group shall be subject to approval of the
- 11 Superintendent.) All participants shall have the approval of the
- 12 principal. *Amended 7/23/91*
- 13
- 14 (3) School bands may participate in civic and non-school functions with
- 15 the approval of the principal, provided such functions are non-
- 16 partisan nor political.
- 17
- 18 (4) The beginning practice date for football and other sports shall be
- 19 determined by the Florida High School Activities Association. The
- 20 procedure for students who wish to begin participating in athletic
- 21 competition after the first practice session shall be determined by the
- 22 coach and principal of each school. Students shall be made aware of
- 23 these dates and procedures.
- 24
- 25 a. Whenever a sport seasons ends, a student may participate in
- 26 another sport without penalty. If two (2) or more sport
- 27 seasons are in progress simultaneously, and a student
- 28 desires to drop one sport and go to another, he shall obtain
- 29 the approval of each coach concerned.
- 30
- 31 b. If a student is dismissed from a sport for disciplinary
- 32 reasons, or drops out of a sport without the approval of the
- 33 coach, the student may not participate in another sport until
- 34 the end of the season for the sport in which he is
- 35 participating. The rule may be waived upon the approval of
- 36 both coaches and the principal.
- 37
- 38 (5) The school calendar shall be maintained on which all rehearsals,
- 39 practices and other activities shall be recorded. All activities shall be
- 40 scheduled on non-conflicting dates whenever possible. If a
- 41 schedule conflict arises, the sponsors of the activities shall meet and
- 42 attempt to resolve the conflict. In the event of a performance
- 43 conflict, any student otherwise expected to participate in both shall
- 44 be free to choose either without penalty.
- 45
- 46 (6) Participation in Band and Chorus activities outside the school day
- 47 may not affect a student's grade in a Band or Chorus class at the
- 48 Middle School level.
- 49
- 50 (7) Band and Chorus directors at the high school level may develop a
- 51 "performing" class which shall be in addition to the regular Band
- 52 and Chorus class as defined by the Florida Course Code Directory.
- 53
- 54 a. If sufficient enrollment needed to offer either a performing or
- 55 non-performing course at a particular high school does not

1 exist, a combination of Band/ Performing Band or
2 Chorus/Performing Chorus may be offered.

3
4 b. Student performance at practice, parades, special programs
5 and competition, etc., may be a part of the student's grade in
6 the performing course only.

7
8 c. Students and their parents shall be apprised of the
9 expectations of the performing course at the beginning of
10 each semester, and enrollment in this course shall not be a
11 requirement of any other course.

12
13 d. Grades for students enrolled in a combination course will be
14 based on their selection of a performing or non-performing
15 course at the time of registration.

16
17 (8) Standard school procedures, constitution and bylaws pertaining to
18 activities, sponsors and participants shall be enforced and copies of
19 said bylaws shall be filed in the Superintendent's office.

20
21 a. Constitutions and bylaws of each group shall be subject to
22 approval of the Superintendent.

23
24 b. It shall be the responsibility of the Principal to annually
25 update the files at the Superintendent's office.

26
27 Auth: 230.33, F.S. Imple: 232.25 and 231.085, F.S.

28
29 **6.6 MISCELLANEOUS**

30
31 **6.6.1 Safety on School Grounds**

32
33 A. Every member of the staff is responsible for the safety of pupils while on
34 the school grounds. The principal shall eliminate all hazards on school
35 grounds insofar as possible.

36
37 B. Teachers shall be assigned to supervise pupils on the school grounds before
38 and after classroom instruction. Principals shall see that all activities are
39 properly supervised and that all precautions are taken by teachers and
40 pupils. Insofar as is practical, there shall be a teacher or properly instructed
41 aide responsible for supervising pupils as they board and unload from buses
42 at the school site. The person shall be on alert for any safety hazard, and
43 shall attempt to maintain orderly procedures on the part of the pupils.

44
45 C. The parents of a seriously injured student shall be notified immediately, and
46 the student shall be taken to the doctor or the hospital indicated on the
47 emergency procedure card as quickly as possible. Transportation will be
48 based upon the best judgment of the school principal. The Superintendent
49 shall be notified as to the nature of the accident and steps taken to assist the
50 child and the parents.

51
52 D. The School Board directs that a sign containing the following language be
53 placed at each educational facility:
54

1 “The school has formal supervisory responsibility for a
2 student during the time the student is being transported to or
3 from the school at public expense; during the time the
4 student is attending school; during the time the student is on
5 the school premises, participating with authorization in a
6 school sponsored activity; and, during a reasonable time
7 before and after a student is on the school premises for
8 attendance at a school or authorized participation in a school
9 sponsored activity, and only when on the premises. It is
10 presumed that a “reasonable time” means thirty minutes
11 before or after the activity is scheduled or actually begins or
12 ends. Casual or incidental contact between School District
13 personnel and students on school property will not result in a
14 legal duty to supervise. The school’s duty of supervision
15 does not extend to anyone other than students attending
16 school and students authorized to participate in school
17 sponsored activities.” *Adopted 9/17/96*
18

19 Auth: 230.22, F.S.
20 Imple: 232.25 and 402.32(5), F.S.
21

22 **6.6.2 Open Lunch at High Schools Revised 6/17/97**
23

24 All students who comply with the following guidelines may be free to leave the
25 school campus during the lunch period, provided that:
26

- 27 A. The students must be members of the senior or junior class subject to the
28 following conditions:
29
30 (1) All seniors.
31
32 (2) Juniors who have reached the age of sixteen (16) and who maintain
33 a 3.0 GPA.
34
35 B. The principal has given permission.
36
37 C. A notarized permission slip on a form approved by the School Board has
38 been signed by the parent, relieving the school of responsibility.
39
40 D. Students granted this privilege shall not be party to transporting students
41 who are not eligible to be off the school premises.
42
43 E. This privilege is subject to review on a student by student basis at the end of
44 each semester.
45

46 The open lunch privilege may be revoked for abuse of the privilege.
47

48 Auth: 232.25 & 231.41, F.S.

1 6.6.3 Pupil Insurance

2
3 A. Contracts

4
5 (1) The School Board shall arrange to make available to parents some
6 plan of pupil group insurance to protect students enroute to and from
7 the school and during the school day.

8
9 (2) Rules affording insurance coverage with respect to injuries sustained
10 by students as a result of accidents are private contracts between the
11 insurance company and the respective parents. The School Board
12 shall have no obligation for placing the insurance, collection and
13 delivery of insurance premiums, or enforcement of the terms of the
14 rule.

15
16 B. Solicitation

17
18 (1) Insurance companies which have, prior to the first day of the school
19 year, obtained the permission of the Superintendent, may deliver to
20 the schools for delivery by students to their parents, all materials
21 needed for the sale of policies and the collection of premiums.

22
23 (2) Salesmen must be cleared through the principal's office before
24 contacting any employee.

25
26 C. Contact Sports Insurance

27
28 A student shall provide written proof of accident insurance coverage to the
29 principal before being allowed to try out, practice or participate in a contact
30 sport.

31
32 6.6.4 Public Visitation

33
34 A. An individual or group desiring to tour a school shall receive permission
35 from the Superintendent or the school principal.

36
37 B. Members of the public wishing to contact pupils during the school day shall
38 receive permission to do so from the principal. The principal should grant
39 permission only under extreme circumstances and then only if contact
40 cannot be made before or after the school day.

41
42 C. Non-enrolled students will not be allowed to visit teachers or classes during
43 the school day unless they are participating in a career day or presenting a
44 classroom activity. Clearance shall be made by that teacher or sponsor with
45 the principal prior to the school visit.

46
47 6.6.5 Loitering

48
49 Loitering on school premises during school hours by a person not a student in the
50 school or an employee of the Board shall not be tolerated. When it occurs, the
51 police or sheriff's department shall be notified.

1 6.6.6 School Day Picture Specifications - Elementary and Secondary Schools

- 2
- 3 A. School pictures may be offered as an optional services to parents. The
- 4 principal shall enter into a contract with a vendor on a yearly basis. Every
- 5 effort should be made to secure proposals from various vendors for the
- 6 service. The award of the contract shall be made based upon the cost of the
- 7 packet to students, quality of services offered and terms of the contract
- 8 which address vendor's obligations to the school. Pictures may be handled
- 9 on pre-pay, proof or standard procedure by mutual agreement between the
- 10 principal and the photographer. *Amended 6/29/93*
- 11
- 12 B. The assignment of school personnel to facilitate the picture taking process
- 13 shall be limited to the supervision of students.
- 14
- 15 C. The vendor shall furnish notices to be sent home by the students to inform
- 16 parents when pictures shall be taken. Such notices shall be received by the
- 17 school five days before pictures are to be taken.
- 18
- 19 D. The vendor must have a local Florida representative who is licensed to do
- 20 business in Osceola County. An address and telephone number where
- 21 contact can be made with the photographer is required.
- 22
- 23 E. Each school shall receive the following services without charge:
- 24
- 25 (1) A gummed-back picture not less than 1" x 1 1/2" for school records
- 26 shall be furnished on all students photographed.
- 27
- 28 (2) For Annualette or yearbook purposes, each school shall be provided
- 29 with one 1 3/4" x 2 1/2" Black and White glossy print picture of
- 30 each student and teacher and twenty 5" x 7" Black & White Activity
- 31 pictures. (Club groups, etc.) These pictures shall be taken on the
- 32 same dates as the regular school day pictures or at a time mutually
- 33 agreed upon by the Photographer and Principal. This service may
- 34 be omitted if permission to omit is obtained by the school principal.
- 35

36 6.6.7 Employment and Age Certificates *Revised 6/17/97*

37

38 The principal, upon request of a student or parent, shall issue verification of the

39 date of birth of a student on an approved form for usage by a prospective employer.

40

41 Auth: 230.22, F.S.

42 Imple: SBR 6A-1.97, 232.07 and 232.08, F.S.

43

44 6.6.8 Minimum Age Exception

45

46 The minimum age of sixteen (16) years for School Board employees shall be

47 waived in the case of a work-study or similar program.

48

49 Auth: 230.22, F.S.

50 Imple: SBR 6A-2.97 and 6A-6.70, 232.07 and 233.068, F.S.

1 6.6.9 Leaving School Grounds

- 2
- 3 A. A principal shall not permit a pupil to leave in the custody of a person other
- 4 than the child's parents or legal guardian unless that person has verified
- 5 authorization of one of the parents or legal guardian.
- 6
- 7 B. Pupils shall be required to remain on the school grounds from the morning
- 8 bell until dismissal in the afternoon unless prior approval of the school
- 9 principal has been given.
- 10
- 11 C. The Superintendent or his designee may release pupils to properly identified
- 12 officers of the law or employees of the Department of Health and
- 13 Rehabilitative Services when circumstances regulate it. Proper
- 14 documentation must be presented prior to release.
- 15

16 Auth: 230.22, F.S.

17 Imple: 232.25, F.S.

18

19 6.7 DROP OUT PREVENTION COMPREHENSIVE PLAN (PROGRAMS)

20

21 The Board may adopt policies regarding placement of students in Alternative

22 Education Programs designed to meet the needs of students who are disruptive,

23 disinterested, or unsuccessful in the school environment.

24

25 Examples of such programs may include:

- 26
- 27 A. Preventive programs such as the ALPHA Program whose purpose it is to
- 28 prevent the development of severe maladaptive behavior problems.
- 29
- 30 B. In-School Suspension Programs.
- 31
- 32 C. Other programs as recommended by the Superintendent to the School
- 33 Board.
- 34

35 Criteria for Eligibility - Students will be eligible for alternative education programs

36 according to the guidelines set forth in State Board Rules 6A-1.994(2).

37

38 The Superintendent shall delineate procedures for eligibility, maintenance of

39 records, and evaluation of Alternative Programs.

40

41 6.8 PLEDGE OF ALLEGIANCE

42

43 The Pledge of Allegiance to the flag shall be recited at the beginning of the day

44 when students are present. Exemption from participation may be provided a

45 student upon written request of the parent or guardian.

46

47 6.9 DRIVER'S LICENSE *Adopted 7/23/91. Substitute Adopted 9/7/99*

- 48
- 49 A. Students who reach their fourteenth (14th) birthday during the current
- 50 school year and have not reached their eighteenth (18th) birthday and who
- 51 have accumulated fifteen (15) or more unexcused absences within a rolling
- 52 ninety (90) calendar day period will be reported to the Department of
- 53 Highway Safety and Motor Vehicles for the possible suspension of their
- 54 driving privilege.
- 55

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- B. Students who have had their licenses suspended may request a hardship hearing before the School Board within fifteen (15) calendar days after the date of receipt of notice of intent to suspend. A District Review Committee shall meet within thirty (30) days of the receipt of the written request for such hearing. In the event the District Review Committee rejects the waiver request, the student may appeal to the School Board. The decision of the School Board will be final.

- C. Students who have their driving privileges suspended may submit to the Department of Highway Safety and Motor Vehicles written verification of thirty (30) days of attendance with no unexcused absences for consideration of the reinstatement of driving privileges.

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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
6 The School Board finds and declares that:

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
41 Auth: 230.22, F.S.
42 Imple: 230.23 (6) (c) and 232.27, F.S.

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
2 B. Teachers are expected to assist in correcting discipline problems as they
3 might occur on the school grounds.
4
5 C. Each year the School Board shall distribute a copy of the Code of Student
6 Conduct to students and teachers. The code, which is based upon the
7 School Board's rules governing student conduct and discipline, shall also
8 be available to parents at the beginning of the year. The code shall be
9 discussed at the beginning of every school year in the appropriate venue
10 determined by the principal. *Amended 6/29/93*
11
12 D. A committee composed of teachers, principals, and community
13 representatives will make a periodic review of the Code of Conduct.
14

15 Auth: 230.22, F.S.
16 Imple: 232.25, F.S.
17
18

19 **7.2.2 Classroom Management**

20
21 Minor offenses, insofar as is possible, shall be handled at the teacher level. Those
22 things, which are against classroom regulations, shall be made clear at the
23 beginning of the school year, reiterated from time to time, and enforced
24 continuously. Only in case of chronic disobedience to these rules shall the
25 individual be referred to an administrator. Before any referral is made, the teacher
26 shall first use whatever corrective measures are available, including the contact of
27 parents or guardians. The teacher shall immediately inform the administrator of any
28 contact with parents, which might require his involvement in the situation.
29

30 Auth: 230.22, F.S.
31 Imple: 232.27, F.S.
32
33

34 **7.2.3 Records *Amended 7/2/96 & 7/21/98***

- 35
36 A. Disciplinary records shall be maintained separately from a pupil's permanent
37 record in a place designated by the principal. Disciplinary records of pupils
38 who have not committed major offenses (Level IV, Student Code of
39 Conduct) may be destroyed when the pupil is promoted from the elementary
40 to middle school or from middle to high school.
41
42 B. Disciplinary records of pupils who have committed major offenses (Level
43 IV, Student Code of Conduct) shall be maintained at the school site for a
44 period of three years in accordance with the District's records retention
45 policy.
46
47 C. Disciplinary records of a pupil who transfers from one school in the District
48 to another school in the District shall be forwarded to the receiving school
49 with the pupil's permanent folder and shall be maintained in accordance
50 with item A above.
51
52 D. Pupils who are transferring to another school in a different district and who
53 have committed major offenses (Level IV, Student Code of Conduct) shall

1 have a copy of their disciplinary folder forwarded to the receiving school
2 with their permanent records. The original discipline folder shall be
3 maintained by the sending school in accordance with item B above.
4

5 E. Records shall be made available for parental inspection upon request in the
6 same manner as permanent records.
7

8 F. Letters of expulsion shall be filed in the student's cumulative folder. No
9 other items relative to discipline shall be filed in the permanent record.
10

11 Auth: 230.22, F.S. Imple: 230.23 (11), 232.23 and 231.085 (3), F.S.
12

13 7.2.4 Authority of Classroom Teachers 14

15 Each teacher may offer directive guidance to a pupil through informal counseling
16 sessions, may invite the pupil's parent or guardian to participate in informal
17 counseling sessions or otherwise to confer with the teacher, and may detain a pupil
18 before or after school hours up to one (1) hour per day, provided that the parent or
19 guardian shall have advance notification of such detention. It shall be the student's
20 responsibility to notify the parent of the detention and the parent responsibility to
21 arrange for adequate transportation to and from home. *Amended 6/29/93*
22

23 When a discipline problem disrupts the entire class and makes the learning process
24 ineffectual, the students involved shall be removed from the class, upon approval of
25 the principal, in order to allow for the restoration of order and the continuation of
26 teaching. Parents shall be notified that the student is temporarily removed from the
27 class or all classes for more than one day, until the school has the assurance of the
28 student and his parents that his behavior will improve. Temporary removal shall
29 not exceed ten (10) days. This class period shall be spent in a well-supervised
30 study room within the school building or in an In-School Suspension setting. If the
31 nature of the problem warrants it, other disciplinary action may be taken in
32 accordance with the Code of Student Conduct. *Amended 7/21/98*
33

34 Teachers shall not refuse to serve a student scheduled to their class nor have the
35 authority to bar a student from their class except as provided in Florida Statutes.
36 *Amended 6/17/97*
37

38 Auth: 230.22, F.S. Imple: 232.27, 232.25, and 231.09 (3), F.S.
39

40 7.2.5 Authority of School Bus Drivers 41

42 The principal shall delegate to the school bus driver such authority as may be
43 necessary for the control of pupils being transported to and from school, or school
44 functions, at public expense.
45

46 Any pupil who persists in disorderly conduct on a school bus shall be reported to
47 the principal by the driver of the bus. After investigating the degree and severity of
48 the student's misconduct, the principal of the school the student attends may
49 administer disciplinary consequences at the school level, up to and including
50 suspension from transportation to and from school and school functions at public
51 expense in accordance with section 7.3.1D, out-of-school suspension, and/or
52 recommendation for expulsion. *Amended 6/29/93, 7/2/96 & 7/21/98*
53

1 The school bus driver shall preserve order and good behavior on the part of all
2 pupils being transported, but he shall not suspend the transportation of or give
3 physical punishment to any pupil, or put any pupil off the bus at other than the
4 regular stop for that pupil, except by order of the parent or the principal in charge of
5 the school the pupil attends; provided, that should an emergency develop due to the
6 conduct of pupils on the bus, the bus driver may take such steps as are reasonably
7 necessary to protect the pupils on the bus.

8
9 Auth: 230.22, F.S. Imple: 232.28, F.S., and SBE Regulation 6A-3.17(1)(d) 2

10
11
12 **7.2.6 Authority of School Principal**

13
14 The principal shall be responsible for the provision of pupil guidance and
15 counseling, including parent conferences, and also for the supervision of detention
16 procedures when such are deemed necessary by instructional personnel.

17
18 The principal shall have the authority to administer corporal punishment in
19 accordance with Board Rule 7.4 and shall have the authority to suspend a student
20 from any or all classes and assign the student to a well supervised study room
21 within the school. "In-school suspension" shall be limited to ten (10) days for any
22 one (1) infraction or instance of misbehavior. The principal also has the authority to
23 require students, as a disciplinary measure, to perform custodial services on
24 buildings or grounds. These activities shall not pose a potential source of harm to
25 the student. Such activity is specifically exempt from the provisions of the Child
26 Labor Laws in Chapter 450, Florida Statutes. *Amended 6/29/93 & 6/28/94*

27
28 If suspension of a student becomes necessary, an initial effort shall be made to
29 contact the parents and inform them of the problem before the student is suspended.
30 The procedure for suspension of students is set forth in Board Rule 7.5.1.

31
32 The Principal or his designated representative may recommend to the
33 Superintendent the expulsion of any student who has committed a serious breach of
34 conduct, including, but not limited to, willful disobedience, open defiance of
35 authority of a member of his staff, violence against persons or property, or any
36 other act which substantially disrupts the orderly conduct of school. Any
37 recommendation of expulsion shall include a detailed report by the principal or his
38 designated representative on the alternative measures taken prior to the
39 recommendation of expulsion. The procedure of expulsion of students is set forth
40 in Board Rule 7.5.3.

41
42 The Principal shall notify the appropriate school personnel of students who have
43 committed serious off-campus crimes as specified in State Statutes.
44 *Adopted 7/2/96*

45
46 The Principal or his designated representative shall include an analysis of
47 suspensions and expulsions in the annual report of school progress.

48
49 Auth: 230.22, F.S.
50 Imple: 231.085 and 232.26, F.S.

1 7.2.7 Standard for Student Search, Motor Vehicle Search, and Search of Student Locker
2 or other Storage Area Adopted 1/18/94, Amended 6/15/99
3

4 A. Florida law provides relaxed standards of search and seizure under the state
5 constitution with respect to searches of students' effects by school officials.
6 This relaxed standard of search is owing to the special relationship between
7 students and school officials and, to a limited degree, the school officials'
8 standing in loco parentis to students. Accordingly, it is the purpose of this
9 policy to provide procedures by which school officials may search the
10 students' effects within the bounds of Florida Law.

11
12 All Board parking areas and lockers are the property of the school system.
13 School authorities have the right to inspect any student parked vehicle
14 and/or lockers in order to protect the health, safety and welfare of students.
15 Each student who uses Board property to park a vehicle or uses a school
16 locker must sign the Board's Student Parking and/or Student Locker
17 Application and Consent to Search and Waiver of Liability form
18 acknowledging and agreeing to the conditions as a prerequisite to, and in
19 consideration for, the issuance of a student parking decal and/or a student
20 locker that the locker is school property and may be opened by school
21 authorities at any time without consent and without the student's knowledge
22 or presence.

23
24 B. Search of Student Lockers, Motor Vehicles or other Storage Areas
25

26 (1) A principal, if he has reasonable suspicion that a prohibited or
27 illegally possessed substance or object is contained within a
28 student's locker or other storage area, may search the locker or
29 storage area. The term "storage area" as used in this policy shall
30 include bags, purses, backpacks, knapsacks, briefcases, satchels,
31 and any other item or receptacle of any kind whatsoever within
32 which an object or item may be concealed, contained or carried.
33 Routine locker clean-ups are not considered searches.
34

35 (2) The principal, if he has reasonable suspicion that a prohibited or
36 illegally possessed substance or object is contained within a motor
37 vehicle (including a motorcycle, moped or automobile) that is parked
38 on School Board property and which vehicle was driven on to the
39 property by a student enrolled in any school in the District, may
40 search the motor vehicle. Provided, that the student will first be
41 requested to unlock the motor vehicle so as to prevent damage from
42 occurring to the motor vehicle prior to the conduct of the search. If
43 the student refuses to voluntarily unlock the vehicle and permit the
44 search, the school officials may forcibly enter the vehicle only if
45 there is an emergency involving a substantial health, safety or
46 welfare interest of a student. Absent an emergency situation, any
47 student who fails to voluntarily unlock the vehicle shall be subject to
48 discipline, including expulsion from school for gross defiance of a
49 direct and authorized order issued by a school official. The Code of
50 Student Conduct shall be deemed amended to include as a level IV
51 offense for gross defiance of a school official's order to unlock a
52 vehicle for the purpose of permitting a reasonable suspicion search
53 of the vehicle on school property for illegal substances or other

1 contraband. Additionally, the law enforcement agency with
2 jurisdiction shall be contacted and notified of the circumstances and
3 the refusal of the student to voluntarily permit the search.

4
5 C. A principal, having reasonable suspicion that a prohibited or illegally
6 possessed substance or object is contained on or about the person of a
7 student, may search the student. Principal shall take the following action,
8 as reasonably appropriate under the circumstances, to do the following:

9
10 (1) The student search shall be conducted in a private area where other
11 students and unnecessary employees will not observe the search.
12 Reasonable precautions, appropriate to the circumstances, shall be
13 taken such that the dignity of the student is preserved.

14
15 (2) The student will be given a reasonable opportunity to voluntarily
16 reveal and display the contents on or about the person of the student
17 before the search is initiated, unless such opportunity would be
18 unreasonable under the circumstances.

19
20 (3) The safety and security of the students, employees of the School
21 District and the integrity of the educational program are the
22 paramount objectives of the school system. Accordingly, school
23 officials are authorized to take such action as is reasonably necessary
24 to preserve such safety and security.

25
26 D. A notice (or notices) shall be posted in each school in Osceola County, in a
27 place obvious and readily seen by students. Said notice (or notices) shall
28 state the following:

29
30 A student's locker, or other storage area, and motor vehicle are subject to
31 search, upon reasonable suspicion, for prohibited or illegally possessed
32 substances or objects.

33
34 E. This policy shall not be construed to prohibit the use of metal detectors or
35 specially trained animals, including the use of drug and gunpowder sniffing
36 K-9 dogs, in the course of a reasonable suspicion search authorized
37 hereunder, nor to prohibit the use of such in random or fixed-entry
38 stationary searches as permitted by Florida and federal law.

39
40 7.3 BOARD RULE ON OFFENSES - STUDENT CODE OF CONDUCT

41
42 7.3.1 In order that justice may be handled with mercy and understanding, the discretion
43 of interpretation is in all instances left to the individual teacher, dean, assistant
44 principal, principal, or other administrator to modify corrective measures suggested
45 whenever extenuating circumstances seem to be present.

46
47 It is beyond the scope of the Code of Student Conduct to identify all potentially
48 relevant state laws, rules, or regulations and School Board policies that may apply
49 to a specific disciplinary case. Therefore, the Code of Student Conduct is not an
50 exhaustive representation of every possible example of inappropriate behavior for
51 which a student may receive a disciplinary consequence. However, it does
52 represent a good faith effort to address the more frequently observed behaviors of
53 students generally. *Adopted 6/15/99*

1
2 The Code of Student Conduct identifies prohibited student conduct and lists a range
3 of consequences which may be imposed for each infraction. When assigning
4 consequences for misconduct, the Principal or designee shall give consideration to
5 factors such as the nature of the infraction, the student's past disciplinary record,
6 the student's attitude, the student's age and grade level, and the severity of the
7 problem as it exists in that particular school. The degree and severity of the
8 problem may justify classifying the offense at a higher level than is indicated by the
9 example. *Adopted 7/2/96 Amended 6/15/99*

10
11 The use of words, such as battery and arson, are not meant to be considered
12 equivalent to or to carry the same standards and consequences as the same words
13 which are defined in the criminal context in the Florida Statutes. The School Board
14 retains the flexibility and right to attach definitions found in this Board Rule to such
15 words without attaching any criminal standards set by the courts or legislature.
16 *Adopted 6/15/99*

17
18 A. DEFINITIONS OF TERMS *Adopted 6/15/99*

19
20 Definitions of terms and/or student conduct which are considered to be
21 violations of the Code of Student Conduct are described in this section of
22 the handbook. When a student has committed an infraction, the
23 misbehavior is to be classified according to the definition which best
24 describes it.

- 25
26 (1) Aggravated Assault Violation - The act of verbally assaulting another
27 person by implying harm with a deadly weapon without the intent to
28 kill the other person or with intent to commit an act which would
29 constitute a felony as set forth in Florida Statutes.
30
31 (2) Arson Violation - The act of intentionally or willfully damaging, or
32 attempting to damage, any real or personal property by fire or
33 incendiary device, but does not include the act of lighting a match
34 alone.
35
36 (3) Assault Violation - The act of making an intentional, unlawful threat,
37 by word or act, to do violence to another person coupled with an
38 apparent ability to do so, and then doing some act that creates a well-
39 founded fear in that person that violence is imminent.
40
41 (4) Battery Violation - The act of physically attacking another person
42 without provocation and is serious enough to warrant calling the
43 police and the actor intended to cause, or does cause, bodily harm to
44 another person.
45
46 (5) Bomb Threat Violation - The act of intentionally making a report to
47 any person, including school personnel, concerning the placement
48 of, creation of, or discussion of any bomb, dynamite, explosive or
49 arson causing devices.
50
51 (6) Burglary/Breaking and Entering Violation - The act of unlawfully
52 entering into a building or other structure or vehicle, without
53 permission, with the intent to commit a crime.

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- (7) Class Disruption Violation - The act of behaving inappropriately which disrupts the learning environment, which inhibits the instructor's ability to teach, or interferes with other students' opportunity to learn.
- (8) Data Network Acceptable Use Policy Violation - The act of inappropriately using a computer including, but not limited to, breaking into restricted accounts or networks, modifying or destroying files without permission, illegally copying software, entering or distributing or printing unauthorized files, visiting inappropriate websites (i.e. pornography), or downloading inappropriate materials.
- (9) Defiance of Authority Violation - The act of flagrantly, or hostility challenging the authority of a school staff member, bus driver, or any other adult in authority.
- (10) Dishonesty/Cheating Violation - The act of inappropriately and deliberately distributing or using information, notes, materials, or work of another person in the completion of an academic exam, test, or assignment.
- (11) Disruption on School Bus Violation - The act of engaging in conduct or behavior which interferes with the orderly, safe, and timely transportation of students.
- (12) Disruptive Behavior Violation - The act of behaving inappropriately which interferes or obstructs the mission or operation of the School District or the safety and welfare of other students or employees at school or at any school sponsored activity.
- (13) Distribution of Over the Counter Prescription Medication Violation - The act of distributing any substance which requires a physician prescription or is an over-the-counter medication.
- (14) Dress Code Violation - The act of failing to comply with the established dress code policy.
- (15) Drugs/Alcohol Violation - The act of storing, possessing, selling, purchasing, distributing, using, or being under the influence of any alcoholic beverage, or any substance defined as a controlled substance under Chapter 8983 of the Florida Statutes, including, but not limited to, marijuana, hallucinogens, inhalants, as well as any substance which requires a physician's prescription, or any over-the-counter medication without parent approval and school notification, or any substance represented to be an illegal substance, such as "designer drugs," or caffeine pills, tablets, or caplets, or any substance which is represented to be any such substance.
- (16) Drug Paraphernalia Violation - The act of possessing, using, selling, storing, or distributing any equipment, device, or equipment used for the purpose of preparing or taking drugs, including, but not limited to, items listed in Section 893.145, Florida Statutes, and

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items which may be determined to be drug paraphernalia under the criteria set out in Section 893.146, Florida Statutes.

- (17) Excessive Absences/Truancy Violation - The act of failing to attend class and having no acceptable excuse for the absence. Such actors who are required by law (mandatory school age) to attend school shall not be suspended for unexcused absence or truancy, but actors who are not required by law to attend school may be suspended for unexcused absence and truancy.
- (18) Explosives Violation - The act of possessing, using, selling, storing, distributing, constructing, or detonating any combustible substance or destructive device, such as a bomb, letter bomb, pipe bomb, grenade, rocket, or similar device designed to explode.
- (19) Extortion Violation - The act of using threatening (physical or verbal) intimidation to obtain anything of value from another person, including, but not limited to, money.
- (20) Failure to Report to Detention/Saturday Detention Violation - The act of not attending an assigned detention (Teacher or Administrator) or Saturday Detention.
- (21) False Accusations Against Staff Member(s) Violation - The act of intentionally publicizing (oral or written) untrue, injurious allegations against a staff member or school volunteer, or knowingly bringing false charges against a staff member or school volunteer.
- (22) False Accusations Against Classmates Violation - The act of intentionally publicizing (oral or written) of untrue, injurious allegations against another classmate or knowingly bringing false charges against a classmate. If the accusations against a classmate are found to be false, the actor lodging the false accusation may receive the same punishment as would have been received by the wrongly accused individual. The consequence may be adjusted by the Principal as he/she considers the circumstances of misdirected staff time and damage to the wrongly accused individual and his/her family.
- (23) False Fire Alarm Violation - The act of activating a fire alarm system or equipment (i.e. fire extinguisher, hoses, or sprinklers) or willfully reporting a false fire.
- (24) False Summoning of Emergency Services Violation - The act of intentionally or willfully notifying or reporting a false emergency in which any community agency or provider of emergency services responds to the scene.
- (25) Fighting Violation - The act of participating in an altercation involving physical violence in which another person may or may not sustain personal injury.
- (26) Firearms Violation - The act of possessing, using, selling, storing, distributing, or detonating any weapon which will, is designed to,

1 or may be readily converted to expel a projectile by the action of an
2 explosive, the frame and receiver of any such weapon, any firearm
3 muffler or firearm silencer, or any destructive device, including
4 firearms of any kind (operable or inoperable; loaded or unloaded),
5 including, but not limited to, hand guns, zip guns, pistols; rifles,
6 shot guns, starter guns, flare guns, BB or pellet guns, or cap guns.

- 7
- 8 (27) Fireworks Violation - The act of possessing or igniting firecrackers,
9 bottle rockets, smoke bombs, or other similar devices.
- 10
- 11 (28) Forgery Violation - The act of making a false or misleading written
12 communication to a school staff member with either the intent to
13 deceive or under circumstances which would reasonably be
14 calculated to deceive the staff member, or producing or possessing
15 any false document, items, or record represented to be an authentic
16 school document, item, or record.
- 17
- 18 (29) Furnishing/Selling of Drugs or Counterfeit Drugs Violation - The act
19 of selling, offering for sale, or giving away any intoxicant, drug,
20 controlled substance or that which is presented as a controlled
21 substance OR selling or offering for sale a non-controlled substance
22 as a controlled substance shall be suspended and recommended for
23 expulsion by the Principal.
- 24
- 25 (30) Gambling Violation - The act of participating in games or activities
26 of chance for money or items of value.
- 27
- 28 (31) Gang-Related Activity Violation - The act of engaging in any verbal,
29 written, or physical act which is associated with becoming a member
30 of a gang, being a member of a gang, or participating in gang
31 identified rituals or behaviors.
- 32
- 33 (32) Gang-Related Appearance or Apparel Violation - The act of wearing
34 or displaying any clothing, jewelry, accessories, makeup, tattoo, or
35 any other appearance or apparel which may be considered gang-
36 related in any manner which is associated with being a member of or
37 participating in a gang or gang-related activity.
- 38
- 39 (33) Harassment Violation - The act of using unwelcome gestures,
40 words, or written statements to annoy, demean, denigrate, defame,
41 malign, or ridicule another person.
- 42
- 43 (34) Horseplay Violation - The act of engaging in rowdy, rough behavior
44 that interferes with the safe or purposeful order of the school.
- 45
- 46 (35) Illegal Organization Violation - The act of establishing or
47 participating in a secret society or prohibited organization on School
48 Board owned property, at a school function, or at an extracurricular
49 activity.
- 50
- 51 (36) Inappropriate or Obscene Act Violation - The act of using oral or
52 written language, electronic messages, pictures, objects, gestures,
53 or engaging in any physical act considered to be offensive, socially
54 unacceptable, or not suitable for an educational setting.

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- (37) Insolent Attitude Violation - The act of communicating (oral or written) and/or using body language, including, but not limited to, facial expressions or gestures which are intended to communicate disrespect, insult, contempt, impertinence, or rudeness toward person(s) in authority.
- (38) Insubordination Violation - The act of deliberately refusing, or failing to follow a direction or an order from a school staff member, bus driver, or any other adult in authority.
- (39) Lewd/Lascivious Sexual Conduct Violation - The act of exposing or exhibiting one's sexual organs in public, or to act or behave in such a manner as to simulate that sexual battery is being committed.
- (40) Long-term Suspension - The suspension of a student within the range of 6-10 days.
- (41) Lying/Misrepresentation Violation - The act of intentionally providing false or misleading information to, or withholding valid information from, a school staff member.
- (42) Malicious Destruction of School or Personal Property of Staff Violation - The act of intentionally damaging or destructing school property or personal property belonging to a staff member, including, but not limited to, destruction or damage to a home and/or an automobile.
- (43) Off-Campus Felony - The arrest by law enforcement officials of a student for the alleged commission of a felony or a delinquent act which would be classified as a felony if committed by an adult at a time and place where students are not subject to control of the school.
- (44) Possession/Use of Dangerous Chemical Irritants Violation - The act of possessing or using devices which are designed to inflict or could inflict pain or injury to another individual, such as, mace and pepper spray.
- (45) Possession of Dangerous or Disruptive Item Violation - The act of possessing any item, although not specifically designed to do harm to another person, which is used to cause or attempt to cause injury, or is used to put someone in reasonable fear of injury, including, but not limited to, belts, pencils, pens, compasses, combs, hair brushes, and laser pens.
- (46) Possession of Stolen Property Violation - The act of possessing stolen property shall receive appropriate disciplinary consequences. Students should refrain from receiving, taking, or "holding onto for a friend" any item(s) or materials for which they are not the legitimate owner.
- (47) Possession/Use/Under Influence of Alcohol, Drugs, or Other Controlled Substances Violation - The act of possessing or

1 influenced by intoxicating beverages or drugs or combinations of
2 drugs having hallucinatory effects OR found to be in the possession
3 of drug paraphernalia.
4

5 (48) Possession or Use of Cellular Phone or 2-Way Communication
6 Device Violation - The act of possessing, carrying, and/or
7 transporting on or about his person any cellular phone on school
8 grounds or in any building owned or operated by the School Board,
9 but cellular phones may be built-in or kept securely locked in the
10 student's personal vehicle.

11
12 (49) Profanity/Abusive Language Violation - The act of using any
13 profane, vulgar, or unnecessary crude utterance or gesture, whether
14 directed toward a teacher or classmate, or merely done overtly.
15

16 (50) Racial Harassment Violation - The act of discriminating against
17 another person which discrimination is prohibited by law - race,
18 color, gender, or national origin, including verbal, nonverbal,
19 graphic, written, or physical conduct that denigrates or shows
20 hostility or aversion toward any student based upon race, when such
21 repetitive conduct substantially interferes with a student's academic
22 performance, or creates an intimidating, hostile, or offensive school
23 environment. Racial harassment may include, but is not limited to,
24 the following conduct which is based upon race:
25

- 26 a. Epithets and slurs
- 27 b. Negative stereotyping
- 28 c. Threatening, intimidating, or hostile acts
- 29 d. Written or graphic material that shows hostility or aversion
30 toward an individual or group
31

32 (51) Riot/Rioting Violation - The act of inciting or participating in
33 disorderly and/or violent group behavior.
34

35 (52) Robbery - The act of taking or attempting to take anything of value
36 under confrontational circumstances from the control, custody, or
37 care of another person by force or threat of force or violence or
38 putting the victim in fear of larcenies.
39

40 (53) Sexual Battery - Any sexual act directed against another person,
41 forcibly or against that person's will, or not forcibly against that
42 person's will where the victim is not capable of giving consent
43 because of his/her youth or because of temporary or permanent
44 mental incapacity.
45

46 (54) Sexual Harassment - The act of making unwelcome sexual favors
47 and other inappropriate verbal, nonverbal, written, graphic, or
48 physical conduct of a sexual nature when such repetitive conduct
49 substantially interferes with a student's academic performance, or
50 creates an intimidating, hostile, or offensive school environment.
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- (55) Sexual Related Offenses Violation - The act of engaging in a sex act or physical conduct of a sexual nature.
- (56) Short-term Suspension - Any suspension of a student within the range of 1-5 days.
- (57) Simple Assault/Minor Battery Violation - The act of threatening of or attempting to strike another person where physical contact is made by one individual, but where no injury is sustained.
- (58) Skipping Class Violation - The act of not reporting to or leaving school grounds without receiving proper prior approval and/or following established procedures for checking out of school.
- (59) Stealing/Theft Violation - The act of unlawfully taking the property of another person without threat of violence or bodily harm, or knowingly being in possession of stolen property, or knowingly selling or distributing stolen property.
- (60) Tardiness Violation - The act of arriving late to school or to a class on a repeated basis.
- (61) Threat/Intimidation Violation - The act of declaring the actor's intent by word or act to do violence to another person or to his/her property, or forcing another person to do something, or prevent another person from doing something by coercion, bullying, or making him/her afraid, or acting in a way which is likely to cause others to be afraid.
- (62) Tobacco Products Violation - The act of possessing, using, selling, storing, or distributing cigarettes, cigars, snuff, dip, pipe tobacco, chewing tobacco, OR possessing, using, storing, distributing, or igniting a cigarette lighter or matches.
- (63) Trespassing Violation - The act of entering without authorization onto School Board owned property, into a school function, or an extracurricular activity, or remaining on School Board owned property after being directed to leave that location by a school staff member or law enforcement officer.
- (64) Unauthorized Area/Hall Violation - The act of being present in buildings, rooms, hallways, or other areas of a school campus restricted to student access during all or a portion of a day.
- (65) Unauthorized Assembly Violation - The act of being present at unapproved student gatherings, meetings, demonstrations, or protests which interfere with the orderly process of the school environment, or which interrupts a school function or an extracurricular activity.
- (66) Unauthorized Buying/Selling of Merchandise Violation - The act of buying or selling any merchandise while at school or on any property owned by the School Board of Osceola County, Florida without the permission of the Principal.

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- (67) Unauthorized Possession of Prescription or Over the Counter Medication Violation - The act of possessing or using any substance which requires a physician's prescription or is considered an over-the-counter medication, without checking such medication in at the school clinic in accordance with School Board Rules, Policies, and Procedures.
 - (68) Unsafe Act Violation - The act of engaging in any behavior which compromises the health or safety of an individual including, but not limited to, such acts as hitting, kicking, or slapping.
 - (69) Vandalism Violation - The act of willfully defacing, damaging, or destroying by any means the real or personal property belonging to the School Board or another person.
 - (70) Vehicle/Parking Violation - The act of failing to follow established rules and regulations concerning the privilege of driving and parking vehicles on a school campus.
 - (71) Weapons Violation - The act of possessing, storing, distributing, selling, or purchasing any instrument or object that may inflict harm on another person, or be used to intimidate another person, including, but not limited to, fixed blade knives, folding knives, switch blade knives, common pocket knives, razor blades, box cutters, sharp cutting instruments, ice picks, dirks, chains, pipe nunchakus, brass knuckles, Chinese stars, billy clubs, tear gas, poisonous gases, sling shots, electrical weapons or devices, stun guns, BB or pellet guns, starter pistols, propellants, and "look-alike" weapons.

32 B. Elementary and Secondary Code of Student Conduct Amended 6/30/92,
33 6/29/93, 6/28/94, 6/27/95 & 11/7/95, Revised & Reformatted 7/2/96,
34 Amended 6/17/97 & 7/21/98. Revised 6/15/99

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36 **LEVEL I**

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38 Minor misbehavior on the part of the student, which impedes orderly
39 classroom procedures or interferes with the orderly operation of the school.

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41 (1) Examples
- 42 a. Class disturbances/Disruptive behavior
 - 43 b. Dishonesty - cheating, lying, etc.
 - 44 c. Dress code violations
 - 45 d. Failure to follow directions
 - 46 e. Public display of affection
 - 47 f. Profanity or abusive language, student to student
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- g. Hall violations
- 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
- l. Parking violation (secondary)
- m. Skipping class
- n. Skipping school
- o. Trespassing
- p. Unauthorized area
- q. Unauthorized assembly
- r. Unauthorized buying and selling of merchandise

(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. Parent/Teacher/Student Conference
 - 8. Time-out area

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- 9. Strictly supervised study Area
- 10. Loss of credit for work (for dishonesty or failure to turn in work)
- 11. Opportunity to secure supplies
- 12. Teacher detention
- 13. Counseling
- 14. Teacher student schedule change
- 15. Revoke parking decal or tow away vehicle (secondary)
- 16. Administrative detention/Saturday detention
- 17. Work detail
- 18. Others

- b. Repeated Offense
 - 1. Additional detention
 - 2. Withhold privileges
 - 3. Parent notification and/or conference
 - 4. In-school suspension
 - 5. Corporal punishment
 - 6. Short-term out-of-school suspension

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 authority/willful disobedience

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- c. Disruptive behavior/horseplay
- d. Disruption of the school bus
- e. Insolent attitude
- f. Excessive absences or tardies to school
- g. Failure to serve teacher assigned discipline
- h. Simple assault/ Minor Battery
- i. Forgery of notes, excuses, other school documents
- j. Hall violations
- k. Illegal organizations
- l. Inappropriate printed material
- m. Unauthorized use of personal alarm device/pager/beeper

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.

- n. 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 informed. The teacher is informed of the administrator's actions.

- a. First Offense
 - 1. Report to parent
 - 2. Verbal reprimand
 - 3. Written educational assignment
 - 4. Special assignment related to offense

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- 5. Behavior contract
- 6. Time-out area
- 7. Confiscation of inappropriate item
- 8. Strictly supervised area
- 9. Teacher detention
- 10. Teacher/Student schedule change
- 11. Counseling
- 12. Administrative detention/Saturday detention
- 13. Referral to outside agencies
- 14. In-school suspension
- 15. Work detail
- 16. Short-term out-of-school suspension
- 17. Others

b. Repeated Offenses

- 1. Additional corporal punishment
- 2. Additional in-school suspension
- 3. Additional work detail
- 4. Additional short term out-of-school suspension (1-5 days)
- 5. Refer to Director of Student Services
- 6. 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.

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(1) Examples

- a. Continuation of Level II misbehaviors
- b. Fighting

Elementary School only

- 1st offense 1 - 3 days out-of-school suspension
- 2nd offense 3 - 5 days out-of-school suspension
- 3rd offense 5 - 10 days out-of-school suspension
- 4th offense 10 days out-of-school suspension and recommendation for expulsion

Middle School 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 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. Failure to serve administratively assigned discipline
- f. Harassment
- g. Inappropriate or obscene act
- h. Inappropriate printed material
- i. Insubordination
- j. Possession of dangerous or disruptive items
- k. Possession of stolen property
- l. Racial harassment

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- m. Sexual harassment
- n. Sex related offenses, including inappropriate video material
- o. Stealing
- p. Threat or intimidation - student to student
- q. Minor vandalism
- r. Profanity/Abusive language to teacher, staff, or volunteer
- s. Gang related activity
- t. Gang related apparel or appearance
- u. Violation of the Data Network Acceptable Use Policy
- v. Unsafe act
- w. 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 disciplinary actions is maintained by administrators. Restitution of property and/or payment for damages. Consider referral to outside agencies.

- a. First Offense
 - 1. Report to parent
 - 2. Verbal reprimand
 - 3. Written educational assignment
 - 4. Special assignment related to offense
 - 5. Behavior contract
 - 6. Time-out area

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7. Confiscation of inappropriate item
 8. Strictly supervised area
 9. Teacher detention
 10. Teacher/Student schedule change
 11. Counseling
 12. Administrative detention/Saturday detention
 13. Referral to outside agencies
 14. Corporal punishment
 15. In-school suspension
 16. Financial restitution
 17. Work detail
 18. Remove or change inappropriate apparel or appearance
 19. Short-term out-of-school suspension
 20. Long-term out-of-school suspension
 21. Recommendation for expulsion
 22. Others
- b. Repeated Offenses
1. Refer to Director of Student Services
 2. 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.

(1) Examples

- a. Unmodified and continued Level III violations
- b. *Aggravated assault

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- c. Arson
- d. Burglary/breaking and entering
- e. *Explosives
- f. *Firearms
- g. Vandalism
- h. Lewd and lascivious sexual conduct
- i. False fire alarm
- j. Malicious destruction of school or personal property of staff
- k. Possession of a cellular phone except as otherwise allowed in School Board Rules.
- l. Possession of handcuffs
- m. Possession of dangerous chemical irritants (mace, pepper spray)
- n. *Assault and Battery - an unlawful injury to another
- o. *Furnishing/selling drugs or counterfeit drugs
- p. *Bomb threats
- q. *Fraudulently summoning emergency services
- r. *False accusation of misconduct directed toward staff members
- s. Off-campus felony charges
- t. Possession/use/under the influence of alcoholic beverages, drugs, or other controlled substances, including possession of drug paraphernalia
- u. Distribution of over the counter or prescription medication
- v. *Distribution of alcoholic beverages, drugs, or other controlled substances
- w. *Weapons

(2) Recommended Discipline Procedure for Level IV Offenses:

For all (*) items, follow the procedures listed below and make Recommendation for Expulsion

1 Administrator verifies the offense, confers with the staff involved
2 and meets with the student, allowing the student the opportunity to
3 relate his or her version of what occurred. The student is
4 immediately removed from the school environment. Parents are
5 notified. Administrator may contact law enforcement agency and
6 assist in prosecuting offender. Complete and accurate report is
7 submitted to the Superintendent for possible Board action.
8

9 For all non- (*) items, follow procedures listed above and select the
10 appropriate level of discipline consequence below.
11

12 a. First Offense

13 1. Out-of-school suspension

14 2. Recommendation for expulsion

15 3. Others

16 b. Repeated Offenses

17 Recommendation for expulsion

18 Compliance with the drug and alcohol issues in the Student Code of
19 Conduct is mandatory.

20 Auth: 230.22, F.S.

21 Imple: 231.09(2) ,230.2313(2)(c), 230.23(11)(c), 231.086, 232.26-
22 232.28, F.S.
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24 **7.3.1C. Post Secondary Code of Student Conduct Adopted 7/2/96 & Amended**
25 **7/21/98**
26

27 **LEVEL I**

28 Minor misbehavior on the part of the student, which impedes orderly
29 classroom procedures or interferes with the orderly operation of the school.
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31 (1) Examples

32 a. Tardiness - Excessive and/or habitual late arrival to school or
33 class

34 b. Absence - Excessive and/or habitual absence from school or
35 class

36 c. Dress Code - Non-conformity of established dress code

37 d. Disruptive behavior on school property or at school-
38 sponsored events.

39 e. Littering
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(2) Recommended Discipline Procedure for Level I Offenses:

a. First Offense

1. Immediate intervention by the instructor or staff member who observes the misbehavior.
2. Verbal Reprimand
3. Tardiness or Absence - Tardiness or absence will result in a verbal or written warning from the instructor.
4. Dress code violations - The instructor will counsel any student whose clothing is a dress code violation that is not disruptive to the educational process. The instructor will direct the student to change when the attire is disruptive to the educational process.

b. Second Offense

1. Written referral to a counselor
2. In the case of a dress code violation, the student will be given a written referral to the administration. The student will be sent home to obtain the appropriate attire.

c. A third offense will result in moving the offense to Level II.

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.

(1) Examples

- a. Continuation of Level I offenses
- b. Disorderly Conduct - Conduct or behavior which interferes with or disrupts the orderly process of the school environment or a school function.
- c. Disrespect for Others - Conduct of behavior, which demeans, degrades, antagonizes, humiliates, or embarrasses a person or group of persons.
- d. False and/or Misleading Information - Intentionally providing non-valid or misleading information or the withholding of valid information to/from a school system staff member.

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- e. Cheating - Willful or deliberate unauthorized use of the work of another person for academic purposes or inappropriate use of notes or other material in the completion of an academic assignment or test.
- f. Unauthorized use of personal alarm devices or telephone pagers/beepers.

(2) Recommended Discipline Procedure for Level II Offenses:

- a. First Offense
A written referral to the administration and parent contact (if a minor), conference/warning, contract, conference with all relevant persons or temporary suspension.
- b. Second Offense
Written referral to the administration and possible suspension.
- c. Third Offense
A third offense will result in moving the offense to Level III.

LEVEL III

Acts against persons or property but the consequences of which do not seriously endanger the health or safety of others in the school.

- (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) Examples

- a. Continuation of Level III offenses
- b. Alcohol/Drugs - Possession, use, under the influence of, selling, or transporting of alcoholic beverages, drugs, or any substance capable of modifying mood or behavior or represented to be of said nature, including possession of drug paraphernalia.
- c. 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.
- d. Assault/Battery of Employees/Volunteers/students - An intentional threat by word or act to do physical harm to a school employee, volunteer or student coupled with an apparent ability to do so or the actual reckless or intentional touching or striking of a school system employee, volunteer or student against his/her will.
- e. False Fire Alarm - The willful and/or malicious activation of a fire alarm system or equipment (i.e. fire extinguisher,

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hoses, or sprinklers) or the willful and/or malicious reporting of a false fire.

- f. Theft/Robbery - The act or attempted act of taking money, property or possessions from another against his/her will with or without the use of force, violence or fear.
- g. Bomb Threats/Explosions - Any communication which has the effect of threatening an explosion to do malicious, destructive or bodily harm to school system property or property at a school function or extracurricular/co-curricular activity or the person in or on that property or attending the function. This includes preparing, possessing or igniting explosives including unauthorized fireworks on school system property or at a school function or an extracurricular/co-curricular activity.
- h. Weapons - The possession, use or control of any dangerous instrument which could be used to harm, cause injury or death to another person. This may include, but is not limited to, firearms, knives, clubs, explosives and other chemical weapons. Weapons shall be confiscated and will not be returned to the student. Possession of weapons shall be reported to law enforcement authorities.
- i. Hate crimes and language.
- j. Unauthorized use of cellular phones. Students in postsecondary programs may receive waivers of this rule as prescribed by the site principal
- 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

1 classroom conduct (except for ordinary conversation) while getting
2 on and off the bus, and while riding the bus. To keep hands inside
3 the bus at all times, except in case of emergency egress.

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- 5 b. To obey the driver and to report to the school principal when
6 instructed to do so by the driver.
- 7
- 8 c. To warn the driver of approaching danger if there is reason to
9 believe the driver is not aware of the danger.
- 10
- 11 d. To be at the designated place in the morning and after school, ready
12 to board the bus at the prescribed time. *Amended 7/23/91*
- 13
- 14 e. To walk to the bus stop on the left side of the road, facing traffic,
15 and to stay off the roadway at all times while waiting for the bus.
- 16
- 17 f. To wait until the bus has come to a full stop before attempting to get
18 on or off.
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- 20 g. To enter or leave the bus only at the front door after the bus has
21 come to a full stop, except in case of emergency.
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- 23 h. To cross the highway, when necessary, as follows:
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- 25 1. Upon alighting from bus, stand at the side of the road ten
26 (10) feet in front of the bus, within sight and hearing of the
27 driver and wait for his signal to cross the road or proceed to
28 the park strip.
- 29
- 30 2. Upon signal from the driver, look both ways and proceed in
31 front of the bus across the road or to the park strip.
- 32 i. To ride assigned bus only. Any change must be requested in
33 writing by the parent and receive written approval of the principal
34 before implementation of the requested change.
- 35
- 36 j. Students are prohibited from disembarking at other than the assigned
37 bus stop unless authorized in advance by the school administration.
38 *Adopted 7/2/96*

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40 Auth: 230.22, F.S. Imple: 232.25, F.S.

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42 (2) School Bus Violations

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44 Any pupil who persists in disorderly conduct on a school bus shall be
45 reported to the principal by the driver of the bus. After investigating the
46 degree and severity of the student's misconduct, the principal of the school
47 the student attends may administer disciplinary consequences at the school
48 level up to and including suspension of transportation to and from school
49 and school functions at public expense, out-of-school suspension and/or
50 recommendation for expulsion.

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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 waived if parent attends a conference at the school with the principal, bus driver and Transportation Supervisor. Alternative action is an administrative option for ESE Students. *Amended 6/29/93*
2. Third offense - Three (3) day suspension of bus riding privileges or one (1) day for ESE students. A follow-up IEP meeting will be scheduled for Exceptional Students. *Amended 6/30/92 & Amended 6/29/93*
3. Fourth offense - Ten (10) day suspension of bus riding privileges and Discipline Review Hearing for Exceptional Students. *Amended 6/30/92*

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4. Fifth offense - Permanent revocation of bus riding privileges for remainder of the semester. If less than ten (10) days are remaining, the suspension will carry over to the next semester. *Amended 6/30/92*

7.3.2 Misbehavior

Actions by students, which show disrespect for any school personnel, intimidation, fighting, violent antagonism toward classmates, or general misconduct, which disrupts the learning situation, shall not be tolerated. If a situation cannot be handled by the teacher, it shall be referred to an administrator. Behavior described in this rule shall be responded to swiftly, with appropriate disciplinary action.

Auth: 230.22, F.S.

Imple: 231.09(2), 230.2313(1)(c), 230.23(11)(c), 231.085, 232.16-232.28, F.S.

7.3.3 Dangerous or Disruptive Items

A. Any item used by a student which disrupts class order, detracts from attention to instruction, defaces school property, or in any way endangers the safety of any student, may be taken by the teacher and turned over to the principal. The Principal shall take appropriate disciplinary action for the offense. Students shall not carry any object that is usually considered to be a weapon, such as a knife or other dangerous and harmful object or any realistic facsimiles. A principal who finds a student to be in possession of a weapon or dangerous and harmful object will take the appropriate disciplinary action for a level IV violation of the Code of Student Conduct. *Amended 6/29/93, 6/28/94 & 7/21/98*

B. No student 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 person or in any vehicle or other conveyance or discharge any firearm, as defined in Section 790.001(6), Florida Statutes. Any student violating this policy shall be recommended to the Superintendent for expulsion. In accordance with the Gun-free Schools Act, any such students not currently enrolled in an Exceptional Student Education program in violation of the above shall be recommended to the Superintendent to be expelled from the School District of Osceola County for a minimum period of one calendar year. *Adopted 6/29/93 & Amended 6/27/95*

Auth: 230.23, F.S.

Imple: 231.09(2), 230.2313(1)(c), 230.23(11)(c), 231.085, 232.16-232.28, 120.53, 230.23(6), 230.22(8)(c) and 120.57(1), F.S.

7.3.4 Willful Disobedience

Students shall at all times show proper respect for staff members. Appropriate disciplinary action shall be taken if any student willfully disobeys a staff member, and shall depend upon the degree and intent of disobedience. *Amended 7/2/96*

Auth: 230.22, F.S.

Imple: 231.09(2), 230.2313(1)(c), 230.23(11)(c), 231.085, 232.26-232.28, F.S.

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2 **7.3.5 Wearing Apparel and Accessories**
3

4 The school, as a center of learning, shall provide for the development of habits and
5 attitudes conducive to acceptable wearing apparel, and good grooming. Wearing
6 apparel shall not be of the type, which would detract from the primary purpose of
7 the school, which is academic instruction, nor shall accessories carried by children
8 to school be disruptive to the conduct of the school or hazardous to student welfare.
9

10 Wearing apparel, which tends to identify association with secret societies as
11 prohibited in Florida Statutes, shall not be worn. *Adopted 6/28/94*
12

13 Deliberate defiance of the wearing apparel and accessories dress policy established
14 by the Board shall be treated the same as willful disobedience. Cleanliness of the
15 physical persons consistent with the maintenance of good health and to avoid
16 offensiveness to others is mandatory. Wearing apparel and accessories shall be in
17 accordance with community and school standards developed with the assistance of
18 the parent advisory committee. Schools, with the involvement of the school
19 advisory council, may adopt a school uniform. Participation by students will be
20 voluntary. *Amended 11/7/95*
21

22 In Postsecondary programs, some programs may require uniforms. Continued
23 enrollment in these programs shall be contingent on the student adhering to all
24 uniform requirements and standards. *Adopted 7/2/96*
25

26 Auth: 230. 22, F. S.
27 Imple: 231.09(2), 230.2313(1)(c),230.23(11)(c), 231.085, 232.26, 232.28, F.S.
28

29 **7.3.6 Public Affection**
30

31 Students shall conduct themselves at all times in a responsible manner in accordance
32 with appropriate school standards. *Amended 7/2/96*
33

34 Auth: 230. 22, F. S.
35 Imple: 231. 09 (2) and 232.25, F.S.
36

37 **7.3.7 Intoxicants, Hallucinogenic Drugs and Medications** *Amended 7/2/96 & 7/21/98*
38

39 A. Students found to be in possession of or under the influence of intoxicating
40 beverages or drugs or combinations of drugs having hallucinatory effects at
41 any school function or on school property shall be suspended under Level
42 IV Procedures in the Code of Student Conduct.
43

44 B. Students found to be in possession of drug paraphernalia while on school
45 property or at any school function shall be suspended under Level IV
46 Procedures in the Code of Student Conduct. *Amended 7/23/91*
47

48 C. The Principal shall suspend and recommend to the Superintendent for
49 expulsion any student found to be selling or offering for sale a non-
50 controlled substance as a controlled substance under Level IV Procedures in
51 the Code of Student Conduct.
52

1 D. Students found to be selling, offering for sale, or giving away any
2 intoxicant, drug, controlled substance or that which is presented as a
3 controlled substance while on school property or in attendance at a school
4 function shall be recommended to the Superintendent for expulsion under
5 Level IV Procedures in the Code of Student Conduct.
6 *Amended 7/23/91 & 6/28/94*

7
8 E. Students will not be allowed to possess, use or distribute medication on
9 campus. Students found to be in violation of this policy shall be subject to
10 disciplinary action as recommended in the Code of Student Conduct.
11 *Adopted 7/2/96*

12
13 Auth: 230.22, F.S.

14 Imple: 230.26(2) and (3), 120.57, Chapters 404 and 893, F.S.; SBR 6A-1.956.

15
16 7.3.8 Use of Tobacco

17
18 Students shall not be permitted to use or possess tobacco in Osceola County school
19 buildings or on school grounds.

20
21 Students may also be subject to State or Federal sanctions for smoking on school
22 premises. *Adopted 7/2/96*

23
24 Auth: 230.22, F.S.

25 Imple: 231.085 and 232.25, F.S.

26
27 7.3.9 Skipping and Excessive Absence (Truancy)

28
29 Any student who fails to attend class and has no acceptable excuse for his absence
30 shall be considered truant and referred to the appropriate administrator for
31 punishment. Every effort should be made for the student to make up the time and
32 work missed in after-school detention. Parents shall be notified of unexcused
33 absences and of after-school detention resulting there from, in accordance with
34 Board Rule 7.2.4. No student who is required by law to attend school shall be
35 suspended for unexcused absence or truancy. Students sixteen (16) years of age or
36 older may be suspended for unexcused absence or truancy.

37
38 Auth: 230.22, F.S. Imple: 230.2313(3)(c), 232.08, 232.10, and 232.27, F.S.

39
40 7.3.10 Theft and Pilfering

41
42 Any student involved in the act of stealing or in possession of stolen property may
43 be suspended from school. In such cases, the attendance of parents or guardians at
44 a conference with school officials shall be requested. Thefts shall be reported to the
45 proper authorities. Efforts shall be made to secure reimbursement or replacement of
46 the money or items taken.

47
48 Auth: 230.22, F.S. Imple: 232.26, F.S.

49
50 7.3.11 Blackmail and Extortion

51
52 Any student, who blackmails or otherwise threatens any person for payment of
53 money or any other consideration, may be suspended from school and parents or

1 guardians shall be called for a conference with school officials. In such cases,
2 efforts shall be made to secure reimbursement or otherwise recover damages. The
3 appropriate law enforcement agency will be notified.
4

5 Auth: 230.22, F.S.

6 Imple: 232.26, 120.53(1), 230.23(6), and 230.33(8)(c), F.S.
7

8 7.3.12 Profanity

9

10 Profanity shall mean any profane, vulgar, or unnecessarily crude utterance or
11 gesture, whether directed toward a teacher or classmate, or merely done overtly.
12 Such instances shall be handled by the teacher, if possible, and referred to the
13 appropriate administrator if further action becomes necessary.
14

15 Auth: 230.22, F.S.

16 Imple: 232.26 and 232.27, F.S.
17

18 7.3.13 Vandalism and Burglary

19

20 Destruction of or damage to school property due to burglary or vandalism shall be
21 reported immediately to the police or sheriff's department and to the
22 Superintendent. The immediate area of the loss or damage shall be kept clear of
23 personnel, and nothing shall be moved or touched, until the proper law enforcement
24 agency has made an investigation.
25

26 A full and complete report of loss or damage shall be made to the Superintendent as
27 soon as possible following the investigation.
28

29 Appropriate action against any student known to have committed vandalism shall
30 include having the parents or guardians come to the school for a conference with
31 school officials and an arrangement for restitution for damage. A student eighteen
32 (18) years of age, or the parents of a minor student found guilty of damaging,
33 defacing, taking or destroying school property, either during school hours or at any
34 other time, shall be required to repay the cost of repairing the damage, and the
35 student may be subject to a penalty of suspension from school for a period up to ten
36 (10) days, and/or face expulsion from school.
37

38 Auth: 230.22, F.S.

39 Imple: 741.24, 232.26, 120.53(1), 230.23(6), 230.33(8) (c) and 120.57. (1), F.S.
40

41 7.3.14 Arson

42

43 Any student who deliberately sets fire or attempts to set fire to school property shall
44 be suspended for a maximum of ten (10) days or until parents or guardians can be
45 contacted for a conference with school officials and arrangements made for
46 restitution. The penalties for arson may include expulsion from school. Incidents
47 of arson shall be reported to the appropriate fire department and police officials.
48

49 Auth: 230.22, F.S.

50 Imple: 741.24, 232.26, 120.53(1), 230.23(6) 230.33(8)(c), and Chapter 806, F.S.
51
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1 7.3.15 Assault and/or Battery *Adopted 6/27/95*

2
3 A. The principal shall have the authority to suspend or recommend for
4 expulsion any student for simple assault, assault and battery, aggravated
5 assault or aggravated battery against another student.

6
7 B. The principal shall have the authority to recommend for expulsion any
8 student for simple assault, assault and battery, aggravated assault or
9 aggravated battery against any School Board employee or School Board
10 member.

11
12 The above shall include incidences which occur both on or off School
13 Board property when directed at employees of the School District of
14 Osceola County, Florida or their families.

15
16 7.3.16 Destruction of Personal Property or Harassment of School Board Employees

17
18 The principal shall have the authority to suspend, or to recommend for expulsion,
19 any student for disturbing or bringing harm against a teacher, Board Member, or
20 any employee of the Board; or disturbing or inflicting damage upon a home or
21 personal property of any of them; or insulting any of the aforementioned persons in
22 a public place. *Amended 6/28/94*

23
24 Auth: 230.22, F.S.
25 Imple: 232.26, F.S.

26
27 7.3.17 Bomb Threats

28
29 The principal shall recommend to the Superintendent the expulsion of any student
30 conspiring to or making a report concerning the placing or planting of any bomb,
31 dynamite, or other explosive.

32
33 7.3.18 Continued Incurability

34
35 In cases where students are suspended out of school in excess of fifteen (15) days
36 per year, the principal may forward a recommendation for expulsion to the
37 Superintendent. This recommendation must contain documentation of counseling
38 activities and strategies, evidence of requests for parent conferences, review of
39 records for evidence of possible handicaps, and other interventions intended to
40 improve the student's performance in school. *Amended 6/28/94*

41
42 7.3.19 Sexual Harassment/Hostile Environment *Adopted 6/30/92*

43
44 Students must refrain from creating a hostile environment for their peers by
45 expressing verbal comments, sexual name calling, gesturing, spreading sexual
46 rumors or other behaviors which are intended to degrade their classmates.

47
48 7.3.20 Gang Related Apparel, Appearance or Activity *Adopted 6/27/95 & Amended*
49 *7/2/96*

50
51 Any student whose appearance or apparel suggests affiliation with gang
52 membership or activity may be suspended from school. Parents will be notified
53 that further offenses may result in the student's expulsion from school.

1 7.3.21 Native Language *Adopted 6/30/92*

2
3 Students have the right to and will not be disciplined for speaking responsibly in
4 their native language.
5

6 7.3.22 Beepers, Pagers and Cellular Phones *Adopted 7/2/96, Amended 6/15/99*

7
8 A. No student shall, while on the grounds or in any building owned or
9 operated by the School Board of Osceola County, Florida, possess, carry
10 and/or transport on or about his person any personal communication devices
11 such as a cellular phone. Such devices may be built-in or kept securely
12 locked in the student's personal vehicle.
13

14 B. No student shall, while on the grounds or in any building owned or
15 operated by the School Board of Osceola County, Florida, possess, carry
16 and/or transport on or about his person any personal communication devices
17 such as alarm devices or telephone pagers/beepers without proper
18 authorization.
19

20 Authorized possession and/or use shall be as follows:

21
22 1. The device and the legitimate purposes shall be determined by the
23 principal and shall be registered with the principal; and
24

25 2. The device must be concealed (non-visible) and set to non-audible
26 mode.
27

28 C. Students in postsecondary programs may receive waivers to this rule as
29 prescribed by the administrator in charge of the program.
30

31 7.3.23 False Accusations of Misconduct *Adopted 6/17/97*

32
33 Students shall refrain from making intentional and willful false accusations of
34 misconduct directed toward their classmates. In the case of a false accusation, the
35 student lodging the complaint will receive the same punishment as would have been
36 received by the wrongly accused individual. The offense level may be adjusted at
37 the discretion of the principal considering misdirected staff time; damage to the
38 wrongly accused student and his/her family; and the age of the student making the
39 false accusation.
40

41 7.3.24 Legal

42
43 None of the foregoing shall be construed in such a manner as to violate any federal,
44 state or community law. Breaches of such law may be reported to appropriate non-
45 school authorities for separate prosecution.
46

47 Auth: 230.22, F.S.

48 Imple: 230.23(12), F.S.
49

50 7.4 CORPORAL PUNISHMENT

51
52 Corporal punishment shall be defined as the moderate use of physical force or
53 physical contact by the principal or designee as may be necessary to maintain

1 discipline or to enforce school rules. Corporal punishment shall be limited to the
2 use of the open hand, ruler or paddle as approved by the principal. It shall be
3 directed only to the student's buttocks or back of the thigh. The student shall
4 receive no more than three (3) licks for any one offense. Students shall not receive
5 corporal punishment more than once in a forty-eight (48) hour period. If a
6 discipline problem warrants corporal punishment immediately following the forty-
7 eight (48) hour period, an attempt to contact the parent/guardian should be made
8 prior to it being administered. *Amended 6/29/93*

9
10 Any student shall be exempt from corporal punishment upon request in writing
11 from the parents or guardians to the principal, prior to the time a problem arises.
12 The request shall be renewed yearly. If a parent requests exemption from corporal
13 punishment, the parent shall also agree to the child's suspension or expulsion from
14 school until the problem is solved. Parents who request exemption from corporal
15 punishment may change this decision after a conference with the principal, by a
16 statement in writing.

17
18 Any student exempted from corporal punishment due to parental request, and
19 suspended, may also be subject to expulsion.

20
21 A. The use of corporal punishment shall be approved in principle by the
22 principal before it is used and shall be in accordance with Florida Statutes.
23 *Amended 6/29/93*

24
25 B. The principal or designee may administer corporal punishment only in the
26 presence of another adult who is informed beforehand, and in the student's
27 presence, of the reason for the punishment. Corporal punishment shall be
28 limited to the use of the open hand, ruler, or paddle as approved by the
29 principal directed only to the student's buttocks or back of the thigh.
30 *Amended 6/29/93*

31
32 C. The principal or designee who has administered punishment shall make a
33 record of such punishment so that the student's parent or guardian can be
34 provided with a written explanation of the reason for the punishment and the
35 name of the other adult who was present. This record shall be filed in the
36 principal's office at the end of each school day. The Superintendent shall
37 prescribe the appropriate forms for keeping these records.
38 *Amended 6/29/93*

39
40 Nothing herein shall be construed in such a manner as to authorize the
41 violation of Federal or State law, or State Board of Education regulations.

42 43 7.5 SUSPENSION AND EXPULSION

44 45 7.5.1 Suspension

46
47 It is the policy of this Board that maintaining good discipline in all schools is
48 essential to the proper and orderly preservation of the educational and
49 extracurricular programs to all students. It is recognized that suspension is both a
50 form of punishment for misconduct and a method to ensure the orderly conduct of
51 the school programs for all students. Suspensions shall be made with due regard
52 for all these factors.

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A. Length and Reasons

A principal may suspend a pupil from school for a period not to exceed ten (10) days, for willful disobedience, open defiance of authority of a member of the staff, use of profane or obscene language, other serious misconduct, or repeated misconduct of a less serious nature; any act or conduct which disrupts or tends to disrupt the orderly conduct of the school, or any other conduct for which suspension or expulsion is either required or permitted by the Code of Student Conduct, any other Rule of the Board, Rule of the State Board of Education or Statute.

B. Exceptional Education Student

Except for the gifted, no exceptional education student may be suspended for more than nine (9) days for one offense. If an exceptional student is suspended, prior to the end of nine (9) days of suspension or prior to ten (10) days of cumulative suspension throughout the year, an IEP meeting shall be held to review the student's program and placement.
Amended 7/23/91

A profoundly handicapped, trainable mentally handicapped, or autistic child shall not be suspended until an IEP review has been held to review the behavior which has caused the school to recommend such suspension. Such review should include at a minimum the principal or designee, exceptional student education administrator or designee, Resource Compliance Specialist, a district Behavioral Analyst, the child's teacher, and the child's parent. *Adopted 6/30/92*

C. Unexcused Absences or Truancy

No student who is required by law to attend school may be suspended for unexcused absences or truancy.

D. Semester and Grade Period Tests

Semester and grade period tests missed during any period of suspension may be made up.

Principals may contract with a suspended student to make up work assigned during a period of suspension. *Adopted 9/17/96*

E. Procedure

- (1) Prior to suspension, a good faith effort shall be made by the principal or his designated representative to employ parental assistance or other alternative measures to suspension, except in the case of emergency or disruptive conditions which require immediate suspension or in the case of a serious breach of conduct. A serious breach of conduct is hereby defined as any Level IV offense as set forth in the Code of Student Conduct, and any other act or conduct for which suspension or expulsion is required by any other Rule of this Board, Rule of the State Board of Education, or Statute.

- 1 (2) Prior to suspending a pupil for any length of time, the principal shall
2 give to the pupil an oral or written charge against him and, if the
3 pupil denies the charge, an explanation of the evidence supporting
4 the charge and an opportunity for the pupil to present his side of the
5 story. There shall not necessarily be any period of delay between
6 the time notice is given to the pupil and the informal investigation
7 required by this paragraph, nor shall the pupil necessarily be given
8 the opportunity to secure legal counsel, confront or cross-examine
9 witnesses to verify his version of the incident. However, the
10 principal may exercise his discretion in the interest of fairness and
11 justice by summoning the accuser, permitting informal cross-
12 examination and allowing the pupil to present his own witnesses in
13 cases where there are serious disputes of material facts and
14 arguments about cause and effect. The student shall be given an
15 opportunity to respond to the charges and the evidence, explain his
16 actions, and bring to the attention of the principal any additional
17 information. The principal shall specifically inform the student of
18 these rights. *Amended 6/29/93*
19
- 20 (3) Following an informal investigation, the principal, at the request of
21 the student's parents, may convene an informal hearing and offer the
22 student an opportunity to question and cross-examine witnesses,
23 and present testimony and further evidence. *Amended 6/29/93*
24
- 25 (4) A principal is not required to hold an informal hearing prior to
26 suspending a student for ten (10) days or less if the student's
27 presence poses a continuing danger to persons or property, or if the
28 student represents an ongoing threat of disrupting the educational
29 process. In such cases, the notice and informal hearing shall be
30 provided as soon thereafter as is practicable. *Amended 6/29/93*
31

32 F. Felony Charges
33

34 Suspension proceedings may be initiated, in accordance with Florida
35 Statutes, against any student who is formally charged with a felony by a
36 proper prosecuting attorney for an incident which allegedly occurred on
37 property other than public school property, if that incident is shown, in an
38 administrative hearing with notice provided to the parent or legal guardian or
39 custodian of such pupil by the principal of the school to have an adverse
40 impact on the educational program, discipline or welfare in the school in
41 which the pupil is enrolled. The student may face alternative placement or
42 suspension until the determination of guilt or innocence, or dismissal of the
43 charge is made by a court of competent jurisdiction. The hearing officer
44 shall make a decision regarding suspension or non-suspension during the
45 time prior to the official sentencing of the student. If the student is found
46 guilty of a felony, measures may be taken in accordance with Florida
47 Statutes. *Amended 6/29/93, 6/28/94, & 6/27/95*
48

49 G. Controlled Substances
50

- 51 (1) Any pupil who is subject to discipline or expulsion for unlawful
52 possession or use of any substance controlled under Chapter 893,
53 F.S. may be entitled to a waiver of the discipline or expulsion if he

1 divulges information leading to the arrest and conviction of the
2 person who supplied such controlled substance to him.
3 *Amended 6/29/93*
4

5 (2) Any pupil subject to discipline or expulsion for unlawful possession
6 or use of any substance controlled under Chapter 893, F.S., may
7 receive a waiver of the discipline or expulsion if the pupil commits
8 himself, or is referred by the court in lieu of sentence, to a state-
9 licensed drug abuse program and successfully completes the
10 program.

11
12 (3) When a student is formally charged with a felony by a
13 proper prosecuting attorney for the unlawful possession,
14 sale, or use of any substance controlled under Chapter 893,
15 F.S. the principal shall, in accordance with Section 232.26
16 (2) F.S., conduct an administrative hearing for the purpose
17 of determining his or her guilt. Proper procedures shall be
18 followed by the principal in instituting and conducting the
19 administrative hearing; however, the School Board may,
20 upon written approval of the Commissioner, utilize its own
21 hearing policy in lieu of this rule.
22

23 H. If a suspension is assigned, the principal shall immediately
24 notify the Superintendent and the suspended student's
25 parents or guardians in writing within 24 hours of the action
26 taken and the reasons for the suspension. The written
27 notification shall be sent via the United States Postal Service.
28

29 In addition, the Principal or his/her designee shall make a
30 good faith effort to notify the parent or guardian by
31 telephone prior to initiating the suspension.
32

33 Auth: 230.22, F.S.

34 Imple: 120.53(1), 230.23(6), 230.33(8)(c), and 232.26, F.S.
35

36 7.5.2 Expulsion 37

38 A. Expulsion From School *Amended 6/29/93 & 6/17/97* 39

40 Expulsion from school shall be authorized only by the School Board. If a
41 principal requests expulsion of a student from school, a written request shall
42 be sent to the Superintendent. The principal may recommend to the
43 Superintendent that a student's suspension be extended by the
44 Superintendent until the next administrative hearing regarding expulsion
45 recommendations. The Superintendent in turn shall notify the parents or
46 guardians in writing of the charge against the pupil, including the rule
47 violated and pupil's alleged conduct. The parents or guardians, and the
48 student shall be informed of their right to request a hearing before the
49 School Board regarding the expulsion recommendation. They shall also be
50 informed of their right to obtain legal counsel at no cost to the School
51 Board, to call and examine or cross-examine witnesses, to introduce
52 evidence and to submit rebuttal evidence. If no hearing is requested, the
53 expulsion recommendation shall be placed on the consent agenda of the next

1 possible meeting of the School Board. If the parents or guardians or
2 student request a hearing, notice shall be given of such meeting according to
3 Florida Statutes. Any hearing that is conducted at parent or guardian or
4 student request must be a closed hearing, as provided in the Administrative
5 Procedures Act, 120.57(2), Florida Statutes, unless an open hearing is
6 requested by the parents, guardians or student. At the hearing the pupil may
7 be represented by his parents or guardians or by counsel, and all parties
8 may introduce and examine evidence, call and examine or cross-examine
9 witnesses, and submit rebuttal evidence. The rules of evidence observed by
10 courts shall not be applicable. Any party may, at his own expense, have the
11 right to record and have transcribed the proceedings of the entire hearing.
12 The decision of the Board shall be based solely upon evidence presented at
13 the hearing, and a copy of the findings of fact and the decision of the Board
14 shall be furnished to the pupil in writing.

15
16 School staff will have the authority to confiscate forbidden items which
17 would be used as evidence in an expulsion recommendation and later
18 returned to the parent/guardian.

19
20 Controlled substances will be handled in accordance with Florida Statutes
21 and other applicable laws and regulations.

22
23 **B. Exceptional Education Student *Adopted 7/23/91***

24
25 In accordance with State Board Rules, when an exceptional (nongifted)
26 student's behavior could warrant expulsion consistent with the District's
27 policies, the following provisions shall apply:

- 28
29 (1) A staffing committee shall meet to determine whether the misconduct
30 is a manifestation of the handicap and to determine the
31 appropriateness of the student's current education placement. The
32 membership of the staffing committee shall be in accordance with
33 State Board Rules. *Amended 6/29/93*
- 34
35 (2) If the misconduct is a manifestation of the student's handicap, and
36 then the student may not be expelled; however, a review of the
37 individual educational plan shall be conducted and other alternatives
38 considered.
- 39
40 (3) If the misconduct is not a manifestation of the student's handicap,
41 then the student may be expelled; however, any change in placement
42 shall not result in a complete cessation of special education and
43 related services.
- 44
45 (4) A suspension of an exceptional education student shall not be
46 extended beyond nine (9) days. If the district believes that an
47 exceptional education student should be kept out of his or her
48 educational program for greater than nine (9) days to ensure the
49 safety of that student and others, the district shall seek an injunction
50 from the district or federal court to that effect. *Adopted*
51 *6/29/93 Amended 6/28/94*
- 52

1 Any recommendation for the expulsion of a handicapped student shall be
2 made in accordance with the rules promulgated by the State Board of
3 Education.
4

5 C. Withdrawal From School Amended 12/15/92
6

- 7 1. If a student withdraws from school before the expulsion
8 recommendation is heard by the Board, the recommendation may be
9 held in abeyance until the end of the recommended period of
10 expulsion. If the student re-enters any Osceola County Public
11 school during the recommended period of expulsion, the
12 recommendation for expulsion may be presented to the Board at the
13 first meeting date that falls ten (10) days after the date of enrollment.
14
15 2. Upon the recommendation of the Superintendent, the expulsion
16 hearing for a student accused of a serious breach of the Code of
17 Student Conduct, including but not limited to violence against staff
18 members and other students, sale of drugs on campus, or weapons
19 violations may be referred to the School Board for action regardless
20 of the student's enrollment status.
21

22 D. Withdrawal in Lieu of Expulsion
23

24 If district personnel offer withdrawal from school as an alternative to
25 expulsion, they shall inform parents, guardians and/or students of the right
26 to a hearing to review and challenge the recommendation for expulsion and
27 of the corresponding rights, which accompany the right to the hearing. At
28 that time, parents shall also be provided with information regarding their
29 obligation to home instruct their child if he or she is withdrawn from school
30 and the student is of mandatory school age. Adopted 6/29/93
31

32 E. Returning to School
33

34 A student returning to school after an expulsion or recommendation for
35 expulsion shall be placed on a Behavior Contract for a period of time (not to
36 exceed one school year) as designated by the principal of the school in
37 which said student enrolls. Amended 6/30/92
38

- 39 F. Any student who has committed an expellable offense or who has been
40 charged or convicted of a felony off school property, who has been
41 administratively assigned/placed in an alternative setting in lieu of
42 expulsion, will not be allowed on any other Osceola County School District
43 property, nor be allowed to participate in the extracurricular activities of any
44 other school for the duration of the student's enrollment in the alternative
45 program. Adopted 6/15/99
46

- 47 G. The assignment/placement in an alternative program in lieu of expulsion
48 precludes enrollment at any other School District of Osceola County school,
49 including any affiliated charter school. The student will not be allowed to
50 withdraw from the alternative program to attend any other School District of
51 Osceola County school, or affiliated charter school before the prescribed
52 behavioral program is completed. Adopted 6/15/99
53

54 Auth: 230.22, F. S. Imple: 230.23(6)(c), 232.26, 230.33(8)(c), and 120.57(1), F.S.

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School Food Service

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1 **8.0 SCHOOL FOOD SERVICE**

2
3
4 **8.1 RESPONSIBILITIES OF THE BOARD**

5
6 In providing a healthy and nutritious School Food Service for the students and staff
7 of Osceola County Schools, it shall be the responsibility of the Board to:

- 8
9 A. Provide facilities and materials in all departments.
10
11 B. Secure and make bid awards for all items specified by State Board
12 Regulations.
13
14 C. Assure that all foods purchased will conform to the Federal Food, Drug and
15 Cosmetic Act, the Meat Inspection Act, and any regulations of the State of
16 Florida relating to the specific item being purchased.
17
18 D. Provide an adequate supervisory staff at the District level for the
19 administration of the program, and adequate clerical and secretarial help for
20 the centralized system.
21
22 E. Submit to the State Department of Education all required reports, requested
23 information, agreements, and applications for federal reimbursement and
24 commodities.
25
26 F. Provide for audits of all records at the schools and the central office, as
27 required by law and State Board regulations.
28
29 G. Assure a nutritionally adequate and nonprofit School Food Service Program
30 by providing sufficient funds.
31
32 H. Prohibit the operation of any public lunch program under a fee, concession,
33 or contract agreement with a food service management company, or under a
34 similar agreement.
35
36 I. Make facilities and materials available during disaster or emergencies in
37 schools designated as disaster centers.

38
39 Auth: 230.22, F.S.

40 Imple: 228.195(3), 237.01, 237.02, and 230.23(15), F.S.; and SBE Regulations
41 6A-7.40, 6A-7.41, 6A-7.42(2), 6A-7.45, and 6A-7.46
42

43
44 **8.2 DIRECTOR OF SCHOOL FOOD SERVICE**

45
46 The Director of School Food Service shall work under the authority delegated by
47 the Superintendent, and shall administer school food programs, which shall meet
48 the obligations assumed by the School Board of Osceola County, Florida and the
49 Superintendent. These responsibilities and duties shall include:
50

- 51 A. Organization, promotion and program development.
52
53 B. Food supply, preparation and service.
54

- 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 8.3 PRINCIPALS

11
12 The principal shall cooperate with the Director of School Food Services in
13 administering and operating an adequate School Food Service Program in
14 compliance with federal and state laws, State Board Regulations, and the School
15 Board of Osceola County Rules.

16
17 The principal shall be responsible for the assessment of the School Food Service
18 Manager. *Adopted 6/28/94*

19
20
21 Auth: 230.22, F.S.
22 Imple: 228.195(3), F.S. and SBE Regulation 6A-7.42(3).

23 8.4 SCHOOL FOOD SERVICE MANAGER

24
25 The School Food Service Manager shall be under the administrative supervision of
26 the principal and with the technical support of the Director of School Food
27 Services. The Manager shall be responsible for the efficient and satisfactory
28 operation of the department, following procedures and regulations of the District
29 Food Service Program. Specific duties of the Manager shall be listed in the School
30 Food Service Handbook. *Amended 6/30/92*

31
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 8.5 SCHOOL FOOD SERVICE PERSONNEL

37
38 All other School Food Service Personnel are directly responsible to the Manager for
39 the performance of their assigned duties. Major responsibilities shall be listed in the
40 School Food Service Handbook.

41
42
43 Auth: 230.22, F.S.
44 Imple: 228.195(3), F.S.

45 8.6 PERSONNEL PRACTICES

46 8.6.1 Applications and Appointments

47
48
49 Persons desiring employment with School Food Service shall file applications with
50 the District Personnel Office. All new employees shall be appointed on a trial basis
51 for a ninety (90) calendar day period.
52
53

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

8 All new employees will be required to take a drug screening test effective October
9 1, 1989.
10

11 Prior to being recommended for employment by the Superintendent, each applicant
12 shall be required to submit a urine sample for a screening test. If the screening
13 shows the presence of an illegal drug, the sample shall be then tested by the GCMS
14 method.
15

16 No prospective employee will be hired if the results of the drug screening test
17 indicate the presence of an illegal drug, regardless of the frequency or occasion.
18 Provided, however, the prospective employee may request a waiver if he/she can
19 show a valid prescription for the drug, issued by a licensed medical practitioner or
20 can provide evidence that the drug was purchased pursuant to the provisions of
21 Section 893.08, Florida Statutes. The Superintendent or his designee shall verify
22 the validity of the prescription or compliance with the provisions of Section 893.08,
23 and consider the request in light of the extent, duration and frequency of use of the
24 drug; the underlying cause for use of the drug; and any other considerations
25 relevant to the performance of the requirements of the position applied for. The
26 Superintendent's decision on any request for waiver shall be final.
27

28 The term 'illegal drug' as used in this rule shall mean, any drug listed or defined as
29 a 'controlled substance' by Chapter 893, Florida Statutes.
30

31 Applicants whose results are positive on the drug screening test may not reapply for
32 employment until one (1) year after the date the sample was given.
33

34 Please note the following related to who is to be tested and confidentiality of testing:
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

1 observed by student helpers. As compensation for their services, students
2 employed may be given a lunch. All regulations of child labor laws shall be strictly
3 followed regardless of the student's grade level.
4

5 Prior to any students being assigned to work in the kitchen area of a school, the
6 school food service manager, the principal and the Director of Food Service, shall
7 determine the procedures to be used.
8

9 8.7 OPERATING RULES

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

38 Some commodities may be used by home economics teachers for laboratory
39 instruction. The home economics teacher shall requisition commodities from the
40 School Food Service Manager at least ten (10) days in advance. A copy of the
41 requisition should be sent to the Director of School Food Service. (Refer to the
42 current Florida School Food Service Program Requirements for the latest
43 requirements of the USDA Commodity Program.)
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 A. Sale Prices *Amended 6/29/93 & 6/28/94*

50
51
52

1 Sale prices for the School Food Service Program shall be established by the
2 Board, subject to change due to food price fluctuations and commodities
3 available. The Food Service Departments in the District shall participate in
4 the National School Lunch Program and serve Type A lunches priced as a
5 unit. In addition, schools may have a la carte offerings with per-unit
6 pricing.

7
8 **B. Economically Needy Children *Amended 6/29/93***

9 Children who meet the criteria for support under the guidelines of Federal
10 Regulations Title VII, Part 245, shall be supplied a lunch without cost or at
11 a reduced price.
12

13 Using the current income eligibility scale or recommendations of a key
14 person such as the pupil's teacher, counselor, School Food Service
15 Manager or personnel of the Welfare Department, the principal may initiate
16 an application. A file of all economically needy lunch applications shall be
17 maintained in the Director of Food Service's office. All applications shall
18 be kept on file for three (3) years and until the appropriate audit is
19 performed, then authorization for disposal may be requested.
20

21
22 **C. Left-over Foods *Amended 6/29/93***

23 Leftover foods, including both purchased foods and commodities, shall not
24 be taken from the School Food Service Department, but shall be stored for
25 future use. Leftover perishable food shall be served as "seconds" to
26 children, or scrapped. Careful planning shall be practiced at all times to
27 minimize overproduction.
28

29
30 **D. Sale of Additional Foods *Amended 6/29/93***

31 Sale of any food or beverage items in elementary schools other than by the
32 food service program is prohibited. In elementary and middle schools when
33 the Food Service Department sells additional foods and drinks, these must
34 meet the nutritional needs of the pupils.
35

36 The sale of food and beverage items in competition with the district food
37 service program may be permitted in middle and high schools only, with the
38 approval of the school board, one hour following the close of the last lunch
39 period provided they comply with existing federal and state regulations.
40

41 Sale of foods after the student day is permitted at all levels with permission
42 of the principal.
43

44 Sale of food items in all schools shall be in compliance with applicable
45 accreditation standards.
46

47
48 **E. Adult Lunches**

49 No adult meals shall be given free, except for School Food Service
50 personnel. Adults in a school on official business at lunchtime may, upon
51 payment of the established price, eat in the School Food Service
52 Department. Relatives of School Food Service personnel shall not be
53

1 regular customers in the cafeteria. Every guest or his host shall pay for
2 meals eaten in the lunchroom. Parents may make occasional visits to the
3 School Food Service Program This privilege may be exercised by having
4 parents visit on special days, or as individuals, to become acquainted with
5 the program. The principal shall see that this privilege is not abused, as the
6 School Food Service Program is not in competition with commercial
7 establishments. Adults may buy a la carte items at the current adopted
8 prices.
9

10 Auth: 230.22, F.S.

11 Imple: 228.195(3), 230.2313, 231.085(5); and SBE Regulations 6A-7.40, 6A-
12 7.41, and 6A-7.42(2)
13

14 8.7.4 Field Trips and Special Events

15
16 It will be the responsibility of the principal to see that the manager is informed at
17 least two (2) weeks prior to any field trip or event where the students will not be
18 eating a school lunch.
19

20 Any teacher requesting packed lunches must do so a minimum of two (2) weeks
21 prior to the date needed. A count of the actual number to be packed must be given
22 to the manager the day before they are needed. The requester will be responsible
23 for providing payment for the packed lunches the day before the event
24

25 Economically needy children will be provided a packed lunch without cost or at a
26 reduced price. *Adopted 6/29/93*
27

28 8.8.5 Operating Procedures

29 A. Discipline

30
31 Discipline in the dining room or cafeteria shall be the responsibility of the
32 adult in charge, and the principal. School Food Service employees shall not
33 be responsible for discipline.
34
35

36 B. Keys

37
38 Delivery personnel and maintenance staff may be temporarily issued a key
39 only when authorized by the principal. Only the manager and food service
40 director shall have keys to the food storage areas; except where the principal
41 is required to have access to a electrical breaker box for safety reasons.
42 *Amended 6/30/92*
43

44 C. Unauthorized Personnel in the Food Preparation Area *Amended* 45 *6/29/93*

46
47 The principal shall prevent the entry of unauthorized persons in food
48 preparation areas. An unauthorized person shall be anyone other than the
49 School Food Service staff, the principal, and school personnel on official
50 business.
51

52 Teachers shall be served from the serving line, and may not enter the
53 kitchen for special service.

1
2 Relatives of School Food Service employees shall not be authorized to enter
3 the food preparation area, or granted privileges denied others.
4

5 **D. Student Lunch Period Restrictions**

6
7 Students are not permitted to bring soft drinks into the cafeterias during the
8 lunch hours.
9

10 High school students who have permission to leave campus for lunch will
11 consume their lunch off campus. It is not to be brought back onto campus
12 for consumption.
13

14 **E.** The principal will be responsible for having a staff member take daily
15 temperature readings of the walk-in refrigerator and freezer during holidays
16 and the summer. The form for this procedure will be provided by the Food
17 Service Director. The forms must be returned to the Food Service
18 Director's office at the end of each holiday and summer break.
19

20 Auth: 230.22, F.S.

21 Imple: 228.195(3), 232.25, 231.085(5), F.S.; and SBE Regulations 6A-7.42(2)
22 and 6A-7.41.
23

24 **8.8 CUSTODIAL DUTIES RELATING TO SCHOOL FOOD SERVICE**

25
26 At the beginning of the year, the principal shall assign regular dining room cleaning
27 duties to the custodian(s). The School Food Service Manager shall be informed of
28 the cleaning schedule. *Amended 6/29/93*
29

30 Auth: 230.22, F.S.

31 Imple: 228.195(3) and 231.085, F.S.
32

33 **8.9 SANITATION AND SAFETY**

34
35 School Food Service Programs shall meet the same state and local sanitary
36 standards required of any food-handling establishment. The Osceola County
37 Health Department may make a routine inspection of each department. **EACH**
38 **MANAGER MUST THEREFORE READ AND APPLY THE CURRENT**
39 **REVISED BULLETIN 33-F, ENTITLED "SANITATION AND SAFETY FOR**
40 **CHILD FEEDING PROGRAMS".**
41

42 Auth: 230.22, F.S.

43 Imple: 228.195(3), F.S., and SBE Regulation 6A-7.42(2)
44

45 **8.10 EXTRACURRICULAR USE OF THE SCHOOL FOOD SERVICE**
46 **DEPARTMENT** *Amended 6/29/93*

47
48 Any organization desiring the use of the School Food Service Department shall
49 make arrangements through the principal and Manager well in advance of the
50 function. The use of facilities shall be subject to School Board Rule 3.12.
51

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26

The School Food Service Manager, or someone from the food service staff, shall be present at any time the kitchen facilities are used by an organization. This individual shall be paid at an hourly rate established by the Board.

The School Food Service Department shall be left in the condition in which it was found. The sponsor or teacher in charge shall be responsible for all damages and any replacements, which have to be made. School Food Service Managers shall 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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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
24 (1) A high degree of competency in their area of specialization.
25
26 (2) Good physical health.
27
28 (3) Healthy social attitudes.
29
30 (4) Good mental health.
31
32 (5) A high degree of dedication to doing their utmost for children.
33
34 (6) Staunch adherence, active as well as passive, to the conviction that
35 each child is valuable and should be treated in such a manner as to
36 develop to the fullest degree possible his potential and talents.
37
38 (7) A desire to cooperate and work with other personnel for the
39 betterment of operation procedures.
40
41 (8) A profound and vital respect for the teaching profession and the
42 nation, state and community it serves.

43
44 **B. Qualifications of Administrative Personnel**

- 45
46 (1) To be eligible for appointment in any position in the School District
47 of Osceola County, a person shall be of good moral character and
48 shall when required by law, hold a certificate or license issued under
49 regulations of the State Board of Education, Section 231.02, Florida
50 Statutes.
51
52 (2) No person shall be employed as administrator who has not had three
53 (3) or more years of experience in his area of specialization, and has

1 not attained the age of twenty-three (23) years. In addition, no
2 person shall be employed as a Principal, Assistant Principal, or any
3 instructional administrator at the district level who has not had three
4 (3) or more years of experience in an instructional position. This
5 requirement may be waived by the Board upon the recommendation
6 of the Superintendent, except in the case of the Board's appointment
7 of principals, or for the office of Superintendent. *Amended*
8 *6/30/92*

- 9
10 (3) All employees requiring certification shall be certified in the area in
11 which their major assignment is made. The Superintendent shall
12 approve any exceptions and report such to the Board.
- 13
14 (4) Florida Statutes 876.05 requires all persons who are on the payroll
15 of the School District to take an oath to support the Constitution of
16 the United States and of the State of Florida. The oath, as amended
17 by the United States Supreme Court, is included in the Appendix to
18 these Rules.
- 19
20 (5) All employees not under the Teacher Retirement System are required
21 to become members of the Florida Retirement System. All
22 employees belonging to the Florida Retirement System must
23 contribute to Social Security.
- 24
25 (6) All employees must complete a W-4 form to authorize proper
26 withholding of monies for income tax purposes.
- 27
28 (7) All new employees will be required to take a drug test effective
29 October 1, 1989.
- 30
31 a. Prior to being recommended for employment by the
32 Superintendent, each applicant shall be required to submit a
33 urine sample for a screening test. If screening shows the
34 presence of an illegal drug, the sample shall be then tested by
35 the GCMS method.
- 36
37 b. No prospective employee will be hired if the results of the
38 drug-screening test indicates the presence of an illegal drug,
39 regardless of the frequency or occasion. However, the
40 prospective employee may request a waiver if he/she can
41 show a valid prescription for the drug, issued by a licensed
42 medical practitioner or if he/she can provide evidence that the
43 drug was purchased pursuant to the provisions of Section
44 893.08, Florida Statutes. The Superintendent or his
45 designee shall verify the validity of the prescription or
46 compliance with the provisions of Section 893.08, and
47 consider the request in light of the extent, duration and
48 frequency of use of the drug; the underlying cause for use of
49 the drug; and any other considerations relevant to the
50 performance requirements of the position for which applied.

51 The Superintendent's decision on any request for waiver
52 shall be final.
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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

1 subsection, "a crime involving moral turpitude" shall be defined
2 consistent with current state law.

3
4 All prospective employees and former employees with a break in
5 service of ninety (90) or more days will pay the full cost for
6 processing of fingerprints with the Florida Department of Law
7 Enforcement and the Federal Bureau of Investigation.

8
9 The Superintendent shall develop procedures to implement
10 fingerprint processing of employees in accordance with this Rule
11 and Florida Statutes.

- 12
13 (9) Applicants shall provide true and accurate information on the
14 application form when applying for a position. If inaccurate
15 information is given, and discovered by the School District during
16 the applicant's probationary period, the applicant may not be
17 considered for employment until one (1) year after the date of the
18 application.

19
20 Any employee who is discovered to have given inaccurate,
21 incomplete or false information on the application form shall be
22 considered for disciplinary action up to and including termination.

23
24 (10) Reporting of Arrests

25
26 All employees shall report, in writing, within 48 hours to the
27 Superintendent or his/her designee, any arrests/charges placed upon
28 them involving a child or the sale and/or possession of a controlled
29 substance. In addition, any conviction, finding of guilt,
30 withholding of adjudication, commitment to a pretrial diversion
31 program, or entering a plea of guilty or Nolo Contendere for any
32 criminal offense other than a minor traffic violation within 48 hours
33 after the final judgement shall also be reported in the same manner.

34
35 Auth: 231.001 & 231.02, F.S.

36
37 C. Employment Procedures - Administrative

38
39 (1) Statutory - Record of Personnel

40
41 For the purpose of improving the quality of administrative services,
42 the Superintendent shall establish procedures for the performance of
43 duties and responsibilities of administrative personnel as provided in
44 subsection (2) of Section 231.29, Florida Statutes, and shall open
45 the assessment file only to those individuals designated in
46 subsection (3) of Section 231.29, Florida Statutes.

47
48 (2) Application Forms

49
50 Application forms for administrative positions may be obtained from
51 the Superintendent's Office. The completed application shall be
52 given to the Superintendent or his designee.
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(3) Personnel Interviews and Application Procedures

The Superintendent shall be expected to recommend for administrative positions only the best qualified candidates from as large a list as possible of eligible persons.

In accordance with State Statutes, all school based administrative positions must be filled utilizing the Board approved HRMD Plan for application and interview processes.

(4) Disposition of Application

An applicant who has been appointed by the Board shall be notified in writing of the appointment and shall be given a period not to exceed fifteen (15) days to accept or reject the appointment.

Auth: 230.22, F.S.
Imple: 231.02, 230.23(5), 231.03, 231.031, 231.15-231.17, 121.051, 876.05, 230.33(7), 231.29(2) and (3), F.S.

9.1.3 Certification

A. General Information

It is the responsibility of the employee to secure a valid certificate, where required. Application forms may be secured from the Superintendent's office. All certificate applications should be processed through the District contact for certification in order to receive priority attention from the Certification Section of the State Department of Education.

When there is a change in name, the name shall be changed on the certificate and the new certificate recorded in the Superintendent's office before any records may be changed.

This shall be done by sending the old certificate and the appropriate form and fee to the Certification Section, State Department of Education, Tallahassee, Florida. Each member of the administrative staff holding a certificate shall file it with the Superintendent immediately upon receipt thereof.

All new administrative employees will pay the full cost of processing fingerprints with the Florida Department of Law Enforcement and the FBI.

B. Extension of Certificate

The extension of teaching certificates shall be made in accordance with the provisions of Section 231.24, Florida Statutes, and State Board Regulation 6A-4.04 and shall be a responsibility shared between the individual and the State Department of Education. Inservice training may be used to extend a certificate.

Auth: 230.22, F.S.
Imple: 231.02 and 231.24, F.S.; and SBE Regulations 6A-4.02, 6A-1.69, and 6A-4.05

1
2 9.1.4 Health Certificates
3

4 All employees of the Board shall have a tuberculin skin test or, at their own
5 expense, a chest X-Ray on the initial date of employment or within sixty (60) days
6 after employment begins. Additional tuberculin tests may be required at the
7 Superintendent's discretion.

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

10
11 9.1.5 Assignments and Transfers
12

13 The School Board shall act on recommendations of the Superintendent regarding
14 transfer and promotion of any employee. Assignments shall be based on the
15 qualifications of the employee and the requirements of the position to which he
16 would be transferred.

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

20 9.1.6 Contracts
21

22 The School Board shall provide written contracts for all administrative personnel.
23 The contract shall be in accordance with the salary schedule adopted by the School
24 Board and shall be in writing for definite amounts for definite terms of service, and
25 shall specify the number of monthly payments to be made. All such contracts shall
26 be executed in duplicate and true signature copy retained by the Board in the office
27 of the Superintendent. The School Board is prohibited from paying any salary to
28 any member of the administrative staff, except when this provision has been
29 observed. The Board cannot enter into a contract with the prospective employee
30 until the employee has a valid Florida certificate, where required. However, if an
31 application for a certificate has been filed through the District contact for
32 certification, with the necessary attachments, a contract may be issued on the basis
33 of a State Department of Education number assignment on the SDE Official Receipt
34 and Acknowledgment form on the status report sent to the District contact person
35 each month. If, after the second pay period since employment began, a valid
36 certificate is not presented to the District office, further checks may be withheld.

37
38 A. Return to Annual Contract Status
39

40 Any administrative employee under continuing contract may be dismissed or
41 returned to annual contract status after due process, as provided in Board
42 Rule 10.2.
43

44 B. The Necessity to Choose Between Personnel on Continuing Contract
45

46 Should the Board have to reduce personnel due to consolidation, the criteria
47 for determining which employees on continuing contract shall remain shall
48 be based on the conditions set forth in Section 231.36, subsection (5),
49 Florida Statutes, and the Board shall follow those procedures set forth in
50 Board Rule 10.1.
51
52
53
54

1 C. Administrative Contracts

2
3 Each administrator shall be issued an administrative contract in accordance
4 with Florida Statutes.

5
6 Auth: 230.22, F.S.

7 Imple: 231.36, 120.53(1) and 120.57-120.59, F.S.

8
9 9.1.7 Suspension and Dismissal

10 Suspension or dismissal of administrative employees shall follow those procedures
11 contained in Board Rule 10.3, except that the Superintendent may suspend
12 administrative employees in an emergency in accordance with provisions of Section
13 230.33, subsection (7)(e), Florida Statutes.

14
15 Unethical use or administration of test materials may constitute a violation of
16 Florida Statutes 228.301, Test Security, and may result in fines, imprisonment,
17 and/or dismissal of involved employees.

18
19 Auth: 230.22, F.S.

20 Imple: 230.33 (7) (e), 120.57-120.59, 231.085 (2), and 231.36(6), F.S.

21
22
23 9.1.8 Resignations and Terminations

24
25 A. Resignation

26
27 All administrative personnel requesting to be released from their contract
28 shall submit a letter in writing, giving reason and effective date, to their
29 immediate superior, who shall forward the letter with a recommendation to
30 the Superintendent for Board consideration.

31
32 B. Release from Contract

33
34 Any employee who shall violate the terms of his contract by leaving his
35 position without first being released from his contract by the Board shall be
36 reported to the Educational Practices Commission. The Board shall take
37 official action on such violation and furnish a copy of the proceedings to the
38 Certification Section of the State Department of Education in accordance
39 with Section 231.36, subsection (2), Florida Statutes.

40
41 C. Release from Appointment

42
43 The Board shall not feel obligated to release an employee from contractual
44 obligations unless sufficient notice is given for appointment of a
45 replacement. Moreover, such release shall not be made if it would be to the
46 detriment of the school and the educational welfare of the children.

47
48 Auth: 230.22, F.S.

49 Imple: 231.36 (2), F.S.

1 9.2 EMPLOYMENT CONDITIONS

2
3 9.2.1 A. Working Day

4
5 The minimum administrative employee working day, and the conditions
6 involving the particular responsibilities assigned, shall be determined by the
7 Superintendent.

8
9 With the approval of the Superintendent, the administrative department
10 heads and principals shall designate working schedules for employees under
11 their supervision which will best meet the needs of the school district.

12
13 B. Year's Service

14
15 The minimum time which may be recognized as a year of service shall be at
16 least one (1) day more than half of the number of workdays required in the
17 year.

18
19 C. A copy of the employee's social security card must be in the personnel file
20 before starting employment.

21
22 Auth: 230.22, F.S.

23 Imple: 230.33 (7), F.S.

24
25 9.2.2 Vacations

26
27 Administrative personnel shall accumulate vacation as follows:

28
29 A. One (1) day for each month of employment for those employed by the Board
30 for less than five (5) active service years.

31
32 B. One and one-half (1-1/2) days per month of employment per year for those
33 employed five (5) active service years or more by the Board.

34
35 C. Earned vacation leave shall be credited at the end of the month. An
36 employee earning pay for at least seventy-five percent (75%) of the
37 workdays in the month shall be treated as earning benefits for a month of
38 employment.

39
40 D. At the time of retirement or separation of employment unused vacation leave
41 shall be paid as terminal leave pay. Those persons entering the Deferred
42 Retirement Option Program (DROP) may choose to receive payment for all
43 or part of their accumulated vacation leave at the time of entrance into the
44 DROP. Those persons choosing to receive a partial payment will receive
45 the remainder at the time of separation from employment. *Amended*
46 *6/16/98*

47
48 Employees in positions earning vacation leave who transfer or are assigned
49 to positions which do not earn vacation leave may receive payment for
50 unused vacation at time of transfer or reassignment.

51
52 E. Vacation shall not be taken until it is earned; however 50% of the annually
53 earned vacation must be used annually.

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F. The Christmas vacation period, other than legal holidays during this period, shall be a part of the vacation period, unless the employee is actually on duty.

G. Vacation time shall be scheduled with the approval of the Superintendent or Supervisor so that there will be a minimum of disruption in the operation of the school system. *Amended 7/23/91*

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

9.2.3 Temporary Duty Assignment of Employees

When mutually agreed upon, employees may be assigned to be temporarily absent from their regular duties and places of employment for the purpose of performing other education services, including participation in school surveys, professional meetings, study courses, workshops, etc. Such assignment to temporary duty shall ordinarily be initiated by the District administration, but an employee may request assignment to temporary duty, subject to the approval of the Superintendent. Employees shall receive their regular pay and may be allowed expenses as provided in Board Rule 2.4.8. Such temporary duty shall be considered equal to the regular duties of the individual, and employees performing such assigned duties shall not be considered to be on leave. Employees may not be assigned for temporary duty for the purpose of earning college credits, improving rank or renewing certificates, except when participating in a staff development program approved by the Board.

Auth: 230.22, F.S.
Imple: SBE Regulation 6A-1.84 and 231.42, F.S.

9.2.4 Evaluations

For the purpose of improving the quality of instructional, administrative and supervisory services in the public schools of the state, the Superintendent shall establish procedures for assessing the performance of duties and responsibilities of administrative and supervisory employees of the District and for the proper record keeping of the same, in accordance with Section 231.29, subsection (2) of the Florida Statutes.

Auth: 230.22, F.S.
Imple: 231.29(2), F.S.

9.2.5 Assessment File

The assessment file of each employee shall be open to inspection only by the School Board, the Superintendent, the Principal, the employee, and such other persons as the employee or the Superintendent may authorize in writing, in accordance with Section 231.29, subsection (3), Florida Statutes.

Auth: 230.22, F.S.
Imple: 231.29(3), F.S.

1 9.2.6 Professional Organizations

2
3 Administrative employees are encouraged to participate in the activities and
4 meetings of professional organizations related to their assignments and in which
5 they hold membership. These organizations may be local, state or national in
6 scope. Payroll deductions for membership dues shall be authorized by the
7 employee, upon approval of the Superintendent.

8
9 Auth: 230.22, F.S.

10 Imple: 231.42, F.S.

11
12 9.2.7 Workers' Compensation

13
14 All employees of the Board are entitled to benefits of Workers' Compensation when
15 qualified as prescribed under Florida Law. The employee shall receive his regular
16 salary less workers' compensation payments while on illness-in-line-of-duty leave.

17
18 Auth: 230 . 22, F.S .

19 Imple: 231.39, F.S.

20
21 9.2.8 Pallbearer

22
23 The Superintendent, head of a department, or a principal shall have the authority to
24 allow any employee to act as a pallbearer.

25
26 Auth: 231. 22, F.S . Imple: 230.33(7) and 231.085, F.S.

27
28 9.2.9 Residence

29
30 Administrative personnel employed by the Board are encouraged, but not required,
31 to live in Osceola County. Living out of the county does not exempt the
32 administrator in any way from his duties.

33
34 Auth: 230. 22, F.S. Imple: 230 . 23 (5), F.S.

35
36 9.2.10 Required Medical Examinations *Adopted 6/29/93*

37
38 In the event any employee is unable to perform the essential functions of the job
39 notwithstanding attempts to provide reasonable accommodations, then the School
40 District shall have the right to require a physical, medical and/or psychological
41 examination at any time conditions indicate the need. Any examination required by
42 the School District shall be at the School District's expense. An employee who
43 refuses a physical, medical and/or psychological examination when the School
44 District directs the examination may be subject to job action; including, but not
45 limited to suspension or dismissal for insubordination.

46
47 9.3 LEAVES OF ABSENCE

48
49 A. During the school year, when it is necessary to be absent from duty, any
50 administrative employee may secure leaves of absence as prescribed by law,
51 pursuant to rules of the Board. Any such leave shall be classified as one of
52 the following:
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- (1) Illness-in-line-of-duty leave (without pay)
- (2) Maternity leave (without pay)
- (3) Military leave (without pay)
- (4) Personal leave (without pay beyond the six [6] charged to sick leave)
- (5) Professional leave (with pay)
- (6) Extended professional leave ((without pay)
- (7) Sabbatical leave (with pay)
- (8) Sick leave (with pay)
- (9) Vacation (with pay)
- (10) Adoptive leave (without pay)
- (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 Revised 6/15/99*

The board will provide Family and Medical Leave to qualified employees pursuant to the provisions of The Family and Medical Leave Act (FMLA), Federal Regulations. The Superintendent is authorized to create and carry out all procedures necessary to implement this Rule and The Family and Medical Leave Act of 1993.

Authority: Federal Regulations, Part 825 of the Code of Federal Regulations, Title 29, US Department of Labor, Employment Standards Administration, Wage and Hour Division.

- (1) To be “eligible” to apply for leave authorized under the FMLA, an employee must:
 - a. have worked for the District for at least twelve (12) months; and
 - b. have worked at least 1,250 hours, as determined by the Fair Labor Standard Act, during the year preceding the start of the leave.

An eligible employee is entitled to take up to 12 weeks for FMLA leave in a “rolling” 12 month period measured backward from the date an employee uses FMLA leave.

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- (2) Leave may be requested for any of the following reasons:
 - a. Birth of a child and care for a newborn child
 - b. Placement of a child for adoption or foster care

(Leave must be completed within 12 months of birth, adoption or foster placement, 825.201)
 - c. Leave to care for employee's spouse, child or parent with a serious health condition
 - d. Leave due to employee's own serious health condition that makes the employee unable to perform the functions of his/her position because he/she is:
 - 1. unable to work at all due to the serious health condition; or
 - 2. unable to perform any one of the essential functions of the position within the meaning of the Americans with Disabilities Act, due to the serious health condition.

(3) FMLA limits the leave that may be taken by spouses who work for the same employer to a combined total of 12 workweeks during any 12 month period if leave is taken for (1) birth of the employee's son or daughter or to care for the child after birth; (2) for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement; or (3) to care for the employee's parent with a serious health condition. The limitations do not apply, however, to leave taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or his or her own serious illness.

(4) FMLA requires an employer to maintain coverage under any "group health plan...for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave." In the case of unpaid FMLA leave, premium amounts and due dates will be provided to the employee by Risk & Benefits Management. An employee may choose not to retain group health plan coverage or optional benefits during FMLA leave. However, when a employee returns from leave, the employee is entitled to be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying conditions.

The regulations provide for a 30-day grace period after agreed upon date for payment within which the employee may make payment of the premium without affecting health benefit coverage. If the employee does not make the payment within the 30-day grace period, the District will cease to maintain health coverage on the date the grace period ends, but in no event shall the District cease to maintain health coverage without having first given the 15-day required notice.

1 The District can recover premiums it paid for maintaining group health plan
2 coverage during the period of unpaid FMLA leave if the employee fails to
3 return to work and terminates their employment except due to:
4

- 5 a. His/her own serious health condition.
- 6
- 7 b. Circumstances beyond his/her control.
- 8
- 9 c. Denial or restoration due to key employee status.
- 10

11 Authority: F.R. 825.209

- 12
- 13 (5) Employees must give 30 days advance notice to the District of the need to
14 take unpaid FMLA leave when it is foreseeable. When it is not practicable
15 under the circumstances to provide such advance notice, notice must be
16 given "as soon as practicable," ordinarily within one or two business days
17 of when the employee learns of the need for the leave. F.R. 825.100;
18 825.302.
- 19
- 20 (6) Employees who wish to take Medical Leave as outlined above, should
21 consult with employers when giving notice and make reasonable efforts to
22 schedule the leave so as not to unduly disrupt the employer's operations,
23 subject to approval of the health care provider (F.R. 825.302; 825.303).
- 24
- 25 (7) Medical leave as outlined above may be taken intermittently when medically
26 necessary. Under such circumstances, the employer may require the
27 employee to transfer temporarily, during the period the intermittent or
28 reduced leave schedule is required, to an available alternative position for
29 which the employee is qualified and which better accommodates recurring
30 periods of leave than does the employee's regular leave position (F.R.
31 825.203; 825.204).
- 32
- 33 (8) Although FMLA leave is generally unpaid, the Act permits an employee to
34 substitute accrued paid leave under certain circumstances. Accrued paid
35 vacation or personal leave may be substituted for any FMLA qualifying
36 purposes. Any accrued paid leave used will run concurrently with the
37 employee's FMLA leave. If the employer designates the leave as FMLA
38 leave, the employee's FMLA 12-week leave entitlement may run
39 concurrently with a worker's compensation absence when the injury is one
40 that meets the criteria for a serious health condition.

41
42 As the worker's compensation absence is not unpaid leave, the provision
43 for substitution of the employee's accrued paid leave is not applicable (F.R.
44 825.207).

- 45
- 46 (9) The District will require a medical certification from a health care provider to
47 support ALL FMLA leave requests. Employees must provide such
48 certification in a timely manner. In addition, for leaves due to a serious
49 health condition, a periodic status report will be required and the employee
50 will be required to provide a fitness-for-duty at the time the employee
51 returns to work. Also, the employee has a responsibility to advise Risk &
52 Benefits Management of any significant changes in his/her condition or
53 condition of family member who is under his/her care. Any employee

1 contact changes during the leave need to be submitted to Risk & Benefits
2 Management immediately. (F.R. 825.305).

- 3
4 (10) An eligible employee who takes FMLA leave is entitled to be restored to the
5 same position that the employee held when the leave started, or to an
6 equivalent position with equivalent benefits, pay, and other terms and
7 conditions of the employment.

8
9 **9.3.1 Authority for Leave**

10 The granting of leave shall be at the discretion of the Board, except as provided by
11 law. The Superintendent may grant leaves according to Board Rule. When leave is
12 granted, it shall be with or without pay as provided by law and Board rule, and
13 shall be permitted only when the operation of schools may be protected against
14 undue interruption because of the absence of employees. *Amended 7/23/91*

15
16 Each principal or Administrative Department head shall have the authority to release
17 administrative employees for less than one-half (1/2) day for temporary absence
18 without requesting approval of the Superintendent or the Board, provided,
19 however, that these temporary absences are kept to a minimum.

20
21
22 Auth: 230.22, F.S. Imple: 231.39, F.S.

23
24 **9.3.2 Advance Granting of Leave**

25 Leave shall be officially granted in advance and not retroactively. However,
26 supervisors may approve leave for sickness or emergencies retroactively if a prompt
27 request is made to the proper authority. *Amended 6/30/92*

28
29
30 Auth: 230.22, F.S. Imple: 231.39, F.S.

31
32 **9.3.3 Purpose Specified**

33 Leave granted on the request of an employee shall be for a particular purpose or
34 cause which shall be set forth in a written application. The Board reserves the
35 right to determine that the leave is used for the purpose or cause set forth in the
36 application. If not so used as specified, the leave may be subject to cancellation by
37 the Board.

38
39
40 Auth: 230.22, F.S. Imple: 231.39, F.S.

41
42 **9.3.4 Illness-in-Line-of-Duty Leave**

43 Any administrative employee shall be entitled to a maximum of ten (10) days per
44 school year of illness-in-line-of-duty leave when absence from his duties is
45 necessary because of personal injury received in the discharge of duty or because of
46 illness from a contagious or infectious disease contracted in school work.
47 Requirements for such leave are found in Section 231.41, Florida Statutes.

48
49
50 Auth: 230.22, F.S. Imple: 231.41, F.S.

1 9.3.5 Maternity Leave

2
3 Maternity leave shall be granted for absence necessary by reason of pregnancy and
4 childbirth. Sick leave may be granted for maternity leave, to the extent of an
5 employee's eligibility for sick leave, at the option of the employee.

6
7 Auth: 230.22, F.S.
8 Imple: 231.39(s) 231.40, F.S.
9

10 9.3.6 Adoptive Leave

11
12 Any administrative employee adopting a child shall be entitled to adoptive leave
13 without pay not to exceed one (1) year.

14
15 Auth: 230.22, F.S.
16 Imple: 231.39 and 115.07, F.S.
17

18 9.3.7 Military Leave

19
20 Military leave shall be granted without pay, except as provided by Section 115.07,
21 Florida Statutes, to employees who are required to serve in the Armed Forces of the
22 United States or of this state, in fulfillment of obligations incurred under Selective
23 Service laws or because of membership in reserves of the Armed Forces or
24 National Guard. At the termination of this service, employees must make
25 application for re-employment within six (6) months following the date of discharge
26 or release from active duty. The School Board shall have a period not to exceed six
27 (6) months, to reassign the employee to duty in the school system. Military leave
28 shall not be counted as years of service toward a continuing contract.

29
30 Auth: 230.22, F.S.
31 Imple: 231.39 and 115.07, F.S.
32

33 9.3.8 Personal Leave

34
35 A. Administrative employees may be granted personal leave without pay by the
36 Superintendent or Supervisor as follows:

37
38 All personal leave shall have prior approval of the Supervisor; otherwise,
39 the person is subject to dismissal. Such requests shall be submitted to the
40 Supervisor at least one (1) week prior to the starting date of leave, except in
41 case of emergency. *Amended 7/23/91*

42
43 B. An administrative employee may be absent for six (6) days each school year
44 with pay for personal reasons. Such absences shall be charged only to
45 accrued sick leave, and leave for personal reasons shall be noncumulative.
46 Applications for such leave shall be approved in the same manner as for sick
47 leave except that no reason need be given by the employee for personal
48 leave with pay other than "personal reason".

49
50 C. An employee on personal leave without pay may not receive holiday pay
51 unless he works the day before and the day after the holiday.

52
53 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 Auth: 230.22, F.S. Imple: 231.3(1), F.S. and SBE Regulation 6A-1.81
16

17
18 9.3.10 Sabbatical Leave *Reformatted 6/22/99*
19

20 A. Sabbatical leave for study or research may be granted to administrative
21 employees by the Board upon recommendations of the Superintendent.
22 Such leave shall be granted under the following conditions:

- 23
24 (1) Sabbatical leave shall be in recognition of significant service to the
25 District for the purpose of encouraging scholarly achievement which
26 contributed to the professional effectiveness of the members of the
27 staff and the value of their subsequent service to the School District.
28
29 (2) A sabbatical leave may be granted for one (1) full year.
30
31 (3) An administrator on sabbatical leave shall be given compensation of
32 half pay for such leave, as provided by the Board in accordance with
33 Section 231.29, subsection (1), Florida Statutes.
34
35 (4) The penalty for breaking the sabbatical leave contract shall involve
36 either:
37
38 a. The Administrator's refunding any salary received during his
39 sabbatical leave or
40
41 b. The Administrator's paying the Board's incurred cost for
42 collecting said monies.

43
44 B. Term of Leave

45 Sabbatical leave may be granted for one (1) full year at half (1/2) pay.
46

47
48 C. Applicable Period

49 Applications for sabbatical leave, including a plan of study must be
50 submitted to the Superintendent during the period of February 1 through
51 March 31, preceding the year for which the leave is granted. Applicants
52

1 will be notified no later than April 20 as to the disposition of their
2 applications.

3
4 **D. Review of Sabbatical Leave Requests**

5
6 A sabbatical committee consisting of three (3) administrators appointed by
7 the Superintendent shall serve as a screening committee. This committee
8 shall submit a list in priority order to the Superintendent of their
9 recommendations. The committee shall consider the following criteria in
10 making their recommendations to the Superintendent.

11
12 Is the sabbatical leave for the purpose of developing skills for:

- 13
14 (1) a new position
15
16 (2) his or her existing position, or
17
18 (3) transfer into another existing position?
19

20 **E. Eligibility**

21
22 In order to be eligible for sabbatical leave an administrator must have
23 completed four (4) years of service as an administrator in Osceola District
24 Schools.

25
26 **F. Returning From Sabbatical**

27
28 Upon termination of the sabbatical leave, the returnee shall return to an
29 administrative position in the district for which he is qualified and expected
30 to be available for two (2) years service as recommended by the
31 Superintendent.

32
33 **G. Penalties**

- 34
35 (1) The penalty for failure to return to employment after sabbatical leave
36 shall be:
37
38 a. The administrator's refunding all salaries received during his
39 sabbatical leave, and
40
41 b. The administrator's paying all costs and fees incurred by the
42 Board for collecting such monies.
43
44 (2) The penalty for failure to be available for employment the second
45 year after returning from sabbatical leave shall be:
46
47 a. The administrator's refunding one-half (1/2) of all salaries
48 received during such leave, and
49
50 b. The administrator's paying all costs and fees incurred by the
51 Board for collecting such monies.
52

1 These penalties shall be imposed by the Superintendent unless
2 waived by the Board for specific, clearly documented hardship
3 cases.
4

5 9.3.11 Educational Expenses
6

7 In lieu of sabbatical leave, the School Board may approve school expenses for an
8 administrator in an approved degree program, for an amount not to exceed that
9 which the administrator would have earned during regular sabbatical leave.
10

11 Auth: 230.22, F.S

12 Imple: 231.39, F.S, SBE Regulation 6A-1.81
13

14 9.3.12 Sick Leave
15

16 Any administrative employee of the District who is unable to perform his duty
17 because of personal illness, or because of the illness or death of a father, mother,
18 brother, sister, husband, wife, child, or other close relative or member of his own
19 family (as defined by the Internal Revenue Service publication, Your Federal
20 Income Tax), and who consequently has to be absent from work, shall be granted
21 leave of absence by the Superintendent or by someone designed in writing by him
22 to do so. The following provisions shall govern sick leave:
23

24 A. Each administrative employee employed on a full-time basis shall be entitled
25 to one (1) day of sick leave for each month of employment to be credited at
26 the end of the month. An employee earning pay for at least seventy-five
27 percent (75%) of the workdays in the month shall be treated as earning
28 benefits for a month of employment.
29

30 B. Terminal Pay for Accumulated Sick Leave *Amended 6/27/95 & 6/17/97*
31

32 (1) For those persons employed by the District prior to July 1, 1995 the
33 following applies:
34

35 The Superintendent and any administrative employees eligible to
36 retire as an employee of the School Board, or his/her beneficiary if
37 service is terminated by death, and retirees returning to active
38 employment shall be entitled to payment for accumulated sick leave
39 as follows:
40

41 a. During the first 3 years of service, the daily rate of pay
42 multiplied by 35 percent times the number of days of
43 accumulated sick leave.
44

45 b. During the next 3 years of service, the daily rate of pay
46 multiplied by 40 percent times the number of days of
47 accumulated sick leave.
48

49 c. During the next 3 years of service, the daily rate of pay
50 multiplied by 45 percent times the number of days of
51 accumulated sick leave.
52

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- d. During the next 3 years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
- e. During and after the 13th year of service, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.

It is the intent of this section to clarify the policy that was in effect on July 1, 1995.

- (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.

1 H. Employees' Voluntary Sick Leave Bank

2
3 (1) Membership

4
5 Any full-time employee of the Board, having been employed by the
6 School Board for at least one (1) year and having at least ten (10)
7 days accrued sick leave by the end of September of each year
8 (inclusive of four [4] days sick leave advanced), may enroll in the
9 sick leave bank by voluntarily contributing one (1) sick leave day to
10 the Bank. The enrollment shall be opened each year during the
11 months of September and February only. Employees on leave
12 returning to service may join the Bank within ten (10) days of their
13 employment if they meet all other criteria.

14
15 a. Enrollment must be made on the prescribed form furnished
16 by the Personnel Department.

17
18 b. Any sick leave day contributed pursuant to this section shall
19 be removed from the personally accumulated sick leave
20 balance of that employee and shall not be returned except as
21 provided in section (9).

22
23 c. Membership in the Sick Leave Bank shall be continuous
24 from the initial enrollment until an individual member has
25 withdrawn from the plan or has drawn the maximum
26 allowed from the Bank (see [6d]).

27
28 (2) Establishment and Duration

29
30 a. The Sick Leave Bank will not come into existence until at
31 least 20% of the total number of employees eligible to join
32 the pool elect to do so and will remain in existence unless the
33 participation drops below 20% of the number of employees
34 eligible. The Board shall provide for the establishment of a
35 Sick Leave Bank no later than February 1, 1986.

36
37 b. In the event the Sick Leave Bank is discontinued,
38 distribution of remaining sick leave days will be in
39 accordance with section 9 below.

40
41 (3) Replenishment Contributions

42
43 If the Bank is depleted during a school year, members may be
44 assessed up to a maximum of three (3) days per year.

45
46 (4) Administration and Governance

47
48 a. A Personnel Department Committee will administer the Sick
49 Leave Bank and will determine the validity of claims against
50 the Bank.

51
52 b. The Personnel Department will make available on annual
53 report of usage of the Bank to the School Board and to
54 participating members.

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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.

(5) Eligibility

In the event of a serious personal illness, accident of 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

1 certification. Also, at this time, any sick leave which may
2 have been accrued by the participant must then be used
3 before resumption of drawing from the Sick Leave Bank.
4

- 5 b. Upon approval of application, a member will be allowed to
6 draw up to a maximum of forty (40) paid sick leave days
7 from the Bank, provided there remain sufficient leave days
8 in the Bank.
9
- 10 c. The employee shall not have to pay back in any manner the
11 number of days used from the Sick Leave Bank except as
12 outlined in Section (7) below.
13
- 14 d. In the event a member draws from the Sick Leave Bank, that
15 individual membership shall be suspended from the Bank
16 membership after drawing all days authorized from the
17 Bank. Such individuals may reinstate membership by
18 meeting qualifications in section (1) above.
19

20 (7) Participation Abuse

21 Alleged abuse of the Sick Leave Bank shall be investigated by the
22 Personnel Department. If an employee is found to have abused the
23 use of the Sick Leave Bank, the employee shall repay all sick leave
24 credited (in dollars) drawn from the Sick Leave Bank and, after
25 review by the Appeals Committee, be subject to such other
26 disciplinary action as determined by the School Board.
27

28 (8) Withdrawal From Participation

29 Any participating employee who wishes to withdraw from
30 participation in the Sick Leave Bank may do so and withdrawal will
31 be effective immediately upon receipt by the Personnel Department
32 of written notification of the employee's intent to withdraw. Any
33 previously contributed sick leave will become the property of the
34 Sick Leave Bank.
35

36 (9) Discontinuance of Sick Leave Bank

37 If it becomes necessary to terminate the Sick Leave Bank, unused
38 sick leave in the Bank will be distributed in the following manner:
39

- 40 a. Each member will receive an equal share of the unused days
41 to be credited to his personal accumulated sick leave account
42 in fourths of a day.
43
- 44 b. Any balance left will be disposed of at the sole discretion of
45 the Board.
46
- 47 c. In no instance will the days credited back to members be
48 greater than the number remaining in the Bank.
49
- 50 d. Any member joining this Sick Leave Bank acknowledges
51 that the limits of liability for any challenge to the Appeals
52
53
54

1 Committee's decision is limited to the number of days the
2 individual contributed to the Bank.

3
4 Auth: 230.22, F.S.
5 Imple: 231.29 and 231.40, F.S.
6

7 **9.3.13 Unauthorized Leave**

8
9 All absence of Board employees from duty for good reason shall be covered by
10 leave duly authorized. An employee willfully absent from duty without leave shall
11 forfeit compensation for the time of such absence and be subject to discharge and
12 forfeiture of tenure and all other rights and privileges as provided by law. If an
13 employee granted leave fails to return to duty at the termination of the leave, his
14 employment shall be subject to cancellation by the School Board.
15

16 Auth: 230.33, F.S.
17 Imple: SBE Regulation 6A-1.77, and 231.39, 231.44, and 231.48, F.S.
18

19 **9.3.14 Jury Duty Leave *Amended 6/27/95***

20
21 An employee shall be authorized to be absent from assigned duties, and shall
22 receive his regular salary plus court fees while serving as a juror in any court case.
23 If notice of jury duty is received, the Principal or Supervisor should be immediately
24 notified in writing. *Amended 7/23/91*
25

26 In the event that the employee is excused from further attendance, the employee
27 shall return to his place of assignment as expeditiously as possible. Leave forms
28 will show adjustment.
29

30 **9.3.15 Witness Leave**

31
32 An employee of the Board may be absent from assigned duties and shall receive his
33 regular salary, plus any witness fees, while serving as a witness in any court case
34 or other legal or administrative proceeding under the following conditions:
35

- 36 A. That the person has been subpoenaed by the court or agency having
37 subpoena powers.
38
39 B. That the employee shall submit a copy of the subpoena or letter from either
40 attorney in the case to the Superintendent.
41

42 In the event that the employee is excused from further attendance, the
43 employee shall return to his place of assignment as expeditiously as
44 possible. Leave forms will show adjustment.
45

46 Auth: 230.22, F.S.
47 Imple: 231.39, F.S.
48

49 **9.3.16 Extended Leave**

50
51 Employees shall be eligible for extended leave without pay after three (3) or more
52 years of continuous service. The leave, when granted, shall not exceed one (1)

1 year, except that military leave shall be granted for a longer period as necessary for
2 the completion of active duty.

3
4 Extended leave without pay requests must be made in writing on the form
5 prescribed by the District. The request shall specify the time of the leave and the
6 reason for the request. The length of the leave and the reason for the request shall
7 be recorded in the Board minutes. The School Board shall have the right to
8 determine that the leave is used for the purposes set forth in the application, and if
9 not so used, the Board shall have authority to cancel the leave.

10
11 The leave must be approved by the employee's immediate supervisor and the
12 Superintendent or his designee before it is presented to the Board for approval.

13
14 Extended leave without pay may be reviewed upon request for an additional period
15 not to exceed one (1) year, subject to Board approval and will not exceed two (2)
16 consecutive years. Automatic renewal of an extended leave is not granted. It shall
17 be the responsibility of the person on leave to request renewal. If no request for
18 renewal is made prior to the expiration of the leave, employment shall be
19 terminated.

20
21 Personal Leave Without Pay May Be Requested For, But Not Limited To:

- 22
23 (1) Leave to serve in the armed services
24
25 (2) Leave for academic study
26
27 (3) Leave for serving in the Peace Corps
28
29 (4) Leave for child rearing (for natural or adoptive child)
30
31 (5) Leave for child-bearing
32
33 (6) Leave to run for or serve in an elected office
34
35 (7) Leave to participate in exchange programs in other states or countries.

36
37 9.3.17 Charter School Leave *Adopted 7/21/98*

38
39 An employee of the School Board may take unpaid leave to accept employment in a
40 Charter School upon the approval of the School Board. While employed by the
41 Charter School and on leave that is approved by the School Board, the employee
42 may retain seniority accrued in the School District and may continue to be covered
43 by the benefit programs of the School District, if the Charter School and the School
44 Board agree to this arrangement and its financing. The employee must apply for
45 Charter School Leave on an annual basis. An employee who is granted Charter
46 School leave may not participate in the sick leave pool because the employee is not
47 an employee of the District while on Charter School Leave. If the District at the end
48 of the leave employs the employee, the employee may participate in the sick leave
49 pool and will be credited with accumulated leave in accordance with School Board
50 policy when the employee returns.

1 9.3.18 Natural Disaster Leave *Adopted 7/21/98*

2
3 If an employee is affected by a Natural Disaster in the county where the employee
4 resides, then that employee may be eligible for Natural Disaster Leave.

5
6 (a) Natural Disaster: A Natural Disaster means a tornado, hurricane, flood,
7 fire, or similar event.

8
9 (b) Eligibility: An employee may be eligible for Natural Disaster Leave if the
10 employee or the employee's immediate family (spouse, parents,
11 grandparents, children, grandchildren, or siblings) have been directly
12 affected by the natural disaster. A person is directly affected by the natural
13 disaster under the following circumstances:

14
15 (1) Personal injury as a result of the natural disaster,

16
17 (2) Substantial loss of property as a result of the natural disaster.

18
19 (c) Application: An eligible employee may file an application for a maximum of
20 ten days of paid Natural Disaster Leave. The application must include
21 documentation to support the employee's eligibility and the number of days
22 requested. An eligible employee must file an application for Natural
23 Disaster Leave within sixty days of the natural disaster.

24
25 (d) Approval of Leave: A determination of eligibility for Natural Disaster Leave
26 is solely within the discretion of the Superintendent or his designee. The
27 number of days of Natural Disaster Leave granted to an eligible employee is
28 also solely within the discretion of the Superintendent or his designee. An
29 employee who has been granted Natural Disaster Leave may request an
30 extension of the number of days of the leave. Approval of an extension is
31 solely within the discretion of the Superintendent.

32
33 (e) Reimbursement: The Natural Disaster Leave shall be paid retroactively to
34 eligible employees as a reimbursement after their application has been
35 approved by the Superintendent.

36
37
38 9.4 BENEFITS AND DUTIES

39
40 9.4.1 Retirement

41
42 A. All new school employees shall participate in the Florida Retirement System
43 (FRS) as a condition of employment.

44
45 B. Administrative personnel on Teacher Retirement System (TRS) prior to
46 December 1, 1970, may continue in the Teacher Retirement System,
47 provided there has been no break in continuity of service.

48
49 C. Retirement Annuities Program *Amended 6/27/95*

50
51 (1) The Board will consider annually, upon the recommendation of the
52 Superintendent, requests for retirement annuities for school
53 personnel with 25 years or more years of creditable service (at least

1 five [5] of which must have been in this district) who have reached
2 the age 55 and have applied for retirement under the Florida
3 Retirement System or Teachers Retirement System.

- 4
5 a. All requests must be received between September 1 and
6 October 31 of the calendar year for those requesting
7 retirement during or at the conclusion of that school year or
8 four (4) months prior to retirement if planning retirement
9 before February of that school year.
- 10
11 b. A copy of the official determination, by the Division of
12 Retirement, of the projected monthly benefits at the effective
13 date of retirement based on the average monthly
14 compensation and creditable service as of the member's early
15 retirement date and the actual early retirement benefits shall
16 accompany the request.
- 17
18 c. Requests of applicants between the ages of 50 and 54 may
19 also be considered by the Board if the Board first determines
20 for that year that is economically feasible to do so.
- 21
22 (2) Between November 1 and November 30 an annual survey and study
23 will be conducted prior to the determination of the Superintendent
24 and Board on the feasibility of the program being offered during that
25 school year with no commitment to offer the program in future years
26 unless the Board opts to do so after reviewing the annual survey.
27 The employee may be required to contribute to the annuity in order
28 to qualify.
- 29
30 (3) The Board upon the recommendation of the Superintendent will
31 determine before January 15, whether or not the program will be
32 offered for that year.
- 33
34 (4) If the program is offered, the Superintendent shall make
35 recommendations pertaining to either the investment in a specific
36 amount of current funds or the purchase of an adequate annuity
37 either of which would provide earned income in an amount
38 sufficient to provide the annual early retirement supplemental benefit
39 for the named employee.
- 40
41 (5) In the event an employee has earned experience in a public school
42 system in another state, the Board may choose to purchase such out-
43 of-state experience (up to five years) as is necessary to provide
44 regular retirement benefits. This experience may not be purchased
45 in addition to an annuity. *Adopted 6/27/95*
- 46
47 (6) The maximum monthly benefit to any individual shall be in
48 compliance with Florida Statutes.

49
50 Auth: 230.22, F.S. Imple: 231.495, F.S.
51
52
53

1 9.4.2 Social Security

2
3 Social Security is required of every member of the Florida Retirement System.

4
5 Auth: 230.22, F.S. Imple: 650.01 and 650.04, F.S.

6
7 9.4.3 Credit Union Deductions

8
9 Credit Union deductions from administrators' salaries are authorized as requested
10 by individual administrators.

11
12 Auth: 230.22, F.S. Imple: 230.02, F.S., and SBE Regulation 6A-1.52(3)

13
14 9.4.4 Duties of Administrative Personnel

15
16 The duties of administrative personnel, as described in the Administrative
17 Handbook, are made a part of this manual.

18
19 Auth: 230.22, F.S. Imple: 230.33(7), F.S.

20
21 9.4.5 Payroll Deductions

22
23 Upon appropriate written authorization from the administrator, the District shall
24 deduct authorized sums from the salary of any administrator and make proper
25 remittance for any payroll deduction program approved by the Board.

26
27 9.4.6 Assault/Battery upon an Administrator

28
29 Any case of assault/battery upon an administrator shall be promptly reported to the
30 Superintendent or his designated representative. In any case where an administrator
31 is charged with a civil or criminal action arising out of or in the course of assigned
32 duties and responsibilities, the case where the administrator pleads guilty or nolo
33 contendere or is found guilty of any such action, the administrator shall reimburse
34 the Board for any legal services which the Board may have supplied pursuant to
35 this section. If the Board declines to provide legal services in response to the
36 administrator's request, and the administrator is subsequently found not guilty or
37 not civilly liable, the administrator may renew his request and a recommendation
38 shall be made to the Board for payment of the reasonable cost of legal services, and
39 the Board shall consider such request previously declined. The selection of the
40 attorney shall be mutually agreed upon by the administrator and the Board.

41
42 9.4.7 Life Insurance

- 43
44 A. The Board shall provide for administrators a fully paid life insurance plan
45 for an amount equal to 100% of the administrator's annual salary rounded
46 up to the next even thousand dollars. The Board shall provide for those
47 administrators who have ten years of experience in Osceola County Schools
48 or those who are being paid at the top of the experience level life insurance
49 equal to 200% of the annual salary rounded to the next even thousand
50 dollars. There shall be a provision for double indemnity in the case of
51 accidental death or dismemberment. The Board shall make available for
52 purchased life insurance equal to 100% of the annual salary rounded up to
53 the next even thousand dollars.

1 B. In the event a professional support staff or instructional employee is
2 promoted to an administrative position and is currently earning the benefit of
3 200% Board paid life insurance, that employee shall be entitled to 200%
4 Board paid life whether or not the requirement in section "A" above is met.
5 *Adopted 12/15/92*
6

7 **9.4.8 Hospitalization Insurance**
8

9 The Board will provide fully paid individual hospital medical-surgical coverage,
10 including major medical benefits at the present benefit levels. Dependent coverage
11 shall be made available at the expense of the administrator where two members of
12 the same family are employed by the School District, the amount paid for the
13 spouse shall be credited toward the cost of dependent coverage.
14

15 **9.4.9 Long Term Disability Insurance**
16

17 The Board will continue to make available to administrators long-term disability
18 benefits through payroll deduction at administrators' expense.
19

20
21 **9.4.10 General Liability Insurance**
22

23 The Board shall continue its General Liability Insurance coverage which covers the
24 Board for the acts of its employees, including administrators, as such coverages
25 existed on January 1, 1978; and that administrators shall be afforded all direct and
26 indirect benefits inuring to them from such coverage.
27

28 **9.4.11 Reimbursement for Damage to Personal Items**
29

30 The Board shall reimburse administrators for damage to clothing, dentures,
31 eyeglasses, prosthetic devices or artificial limbs where such damage occurs as a
32 result of:
33

- 34 A. Breaking up a fight
35
36 B. Protecting students or other employee(s) from physical harm or injury
37
38 C. Assault and/or battery occurring in the course of the legal performance of
39 assigned duties. Such reimbursement shall not exceed the replacement cost
40 nor be paid when the above loss is reimbursable from other sources.
41

42 **9.4.12 Death Benefit**
43

44 A. **Accumulated Vacation**
45

46 If at the time of death an administrator has unused accumulated vacation the
47 Board shall pay to the beneficiary of the administrator a sum equal to the
48 administrator's daily rate of pay at his present job classification times the
49 number of vacation days accumulated.
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B. Accumulated Sick Leave

Administrative employees eligible for retirement benefits or his beneficiary if termination is by death, shall be entitled to payment for the maximum accumulated sick leave allowed by law. Payment shall be made at the current daily rate of pay.

9 4.13 Continuing Insurance Benefits While on Leave

Employees on authorized School Board leave without pay shall be eligible to continue on School Board Benefits. The employee shall be personally responsible for full payment of the premiums or costs.

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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,

1 suspension without pay pending action on a request to dismiss the employee and
2 administrative hearing on the dismissal, or other appropriate lawful sanctions.

3
4 10.6 Nothing contained in this rule shall create any rights in any employee of the School
5 Board other than an employee who possess a professional service contract or a
6 continuing contract. All other employees of the School District may be sanctioned,
7 suspended or dismissed, subject to any applicable contract or statute governing the
8 rights of such other employees who do not possess a continuing contract or
9 professional services contract.

10
11 Auth. Chapters 230 and 231, Florida Statutes.
12 Imple: Section 231.36 and section 120.57, Florida Statutes.

13
14 10.7 REDUCTION IN PERSONNEL

15
16 A. Should the School Board have to choose from among its personnel who are
17 on continuing contracts or professional service contracts as to which should
18 be retained, such decision shall be made pursuant to the terms of a collective
19 bargaining agreement when one exists. If no such agreement exists, the
20 School Board prescribes the following rules to handle reductions in work
21 force.

22
23 B. If a reduction in work force requires the Board to choose from among its
24 personnel under continuing contracts or professional service contracts, and
25 to the extent this does not conflict with any collective bargaining agreement
26 that would apply, the Board shall retain those employees best qualified. In
27 determining which of such employees are best qualified, the Board shall
28 consider, not necessarily in the order presented, and without limitation to
29 consideration of other criteria, the following:

- 30
31 (1) educational background and qualifications;
32
33 (2) efficiency of the employee as documented in past evaluations and
34 observations;
35
36 (3) compatibility of the employee as demonstrated during past work
37 experience in the employment of the Board;
38
39 (4) the character of the employee; and
40
41 (5) the capacity of the employee to meet the educational needs of the
42 community.

43
44 C. In the event no collective bargaining agreement exists that would dictate
45 reduction in work force methodology, the following procedures shall be
46 employed by the Board:

- 47
48 (1) After initial determination of which employees will be retained, the
49 Board shall give written notice of the proposed action to all effected
50 employees, together with a summary of factual, legal and other
51 authorities, which form the grounds and basis for the decision,
52 including a list of the criteria utilized.
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- (2) Any professional service contract or continuing contract employee effected by the initial determination may request a hearing within (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)

Appendix B

Pupil Progression Plan



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OSCEOLA DISTRICT SCHOOLS

PUPIL PROGRESSION PLAN - 1999-2000

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 the standard report card.
Amended 7/29/97 & 6/15/99
- 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.

1 The student's academic grades are to reflect academic achievement.
2 Passing grades on report cards indicate that the student is working
3 within a range acceptable for the grade or subject unless the subject
4 is clearly identified as remedial.

5
6 A remedial student making a C or better at grade level for two (2)
7 grading periods shall be considered for placement in the regular
8 classroom.

- 9
10 b. Students and parents are to be advised of the grading criteria
11 employed in the school and in each class at the time of enrollment.

12
13 Students who enroll in school or class late shall be allowed to make
14 up the class work. In order to receive full semester credit, a student
15 must be enrolled in any school a minimum of forty-five days.

16
17 Schools shall adhere to the following evaluation plan for grading
18 and reporting pupil progress. *Amended 6/15/99*

19
20 Kindergarten – Grade 2

- 21 + Demonstrates Consistently
22
23 √ Learning and Developing
24
25 - Area of Concern
26
27 * Below Level Performance, may lead to
28 retention
29

30
31 Grades 1-2

32
33 Science and Social Studies will be evaluated using the
34 following criteria:

- 35 O Outstanding
36
37 S Satisfactory
38
39 N Needs Improvement
40

41
42 Grades 3-5 will be given corresponding letter grades in
43 subject areas and the above criteria will be used to evaluate
44 specific items in the areas of reading, writing, and
45 mathematics.

46
47 Grades 3-12 - Percent Point Value Definition
48 *Amended 7/29/97*

49
50

<u>GRADE</u>	<u>Percent</u>	<u>Point Value</u>	<u>Definition</u>
A	94-100	4	outstanding 51 progress 52 53

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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

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 report cards or the I becomes F. At the teacher's discretion a longer period of time may be allowed for make up work.

For Special Area classes in grades K-5, the following grading scale may be used: *Adopted 6/30/92 & Amended 6/27/95*

- O - Outstanding
- S - Satisfactory
- N - Needs Improvement

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.

1 f. If the principal of a school feels it is necessary to change a pupil's
2 grade in any subject at the end of a grading period, the principal
3 shall consult with the teacher regarding the necessary change. If the
4 change is made after official notification has been made to the
5 parents, a copy of the principal's reasons shall be placed in the
6 pupil's cumulative folder.
7

8 (3) Notices to Parents and Pupils
9

10 a. Parents or adult students are to be notified in writing at any time
11 during a grading period when it is apparent that the student may not
12 pass or is performing unsatisfactorily in any course or grade level.
13 The county Deficiency/Progress Report will be used for this
14 notification. Supplemental deficiency/progress reports, if used,
15 must be attached to the District Deficiency/Progress Report.
16 Amended 7/2/96 & 6/15/99
17

18 b. Parents are to be advised of their child's performance on all
19 standardized tests administered as part of the countywide testing
20 program.
21

22 B. The Sunshine State Standards (6A-1.09401 State Board Rules) are benchmark
23 standards which describe what students should know and be able to do at four
24 progression levels (grades PreK-2; 3-5; 6-8; 9-12) in the subjects of the arts,
25 health/physical education, foreign languages, language arts, mathematics, science
26 and social studies. Osceola District Schools shall provide appropriate instruction to
27 assist students in the achievement of these standards. The Sunshine State
28 Standards/Grade Level Expectations have been incorporated within the Osceola
29 County Curriculum Frameworks and are on file in the Administrative Center and in
30 use at each school. *Adopted 9/17/96, Amended 6/15/99*
31

32 C. Students who have diagnosed deficiencies in reading, writing, and mathematics or
33 who are being assigned to level 1 courses in high school must have an Academic
34 Improvement Plan. The Academic Improvement Plan should:
35 *Amended 6/30/92 & 7/21/98*
36

37 (1) clearly identify the specific needs to be remediated,
38

39 (2) clearly identify the success-based intervention strategies to be used, and
40

41 (3) clearly identify the monitoring and reevaluation activities to be employed.
42

43 D. Principals are to establish procedures by which parents are notified when it has
44 been determined that their child needs improvement at the grade or course in which
45 he or she has been placed. In cooperation with the parents, an Academic
46 Improvement Plan will be written which may include, but is not limited to, an
47 extension of the school year, a special class within the regular school, and/or a
48 remedial program within or outside the school day including Saturday School.
49 *Amended 7/21/98*
50

51 E. Any student who has been previously retained, at the same grade level may, at any
52 time during the next school year be placed in the next higher grade if the principal
53 determines that standards have been met and the student will be able to benefit from

- 1 instruction at the higher grade. If the placement involves a new school, the
 2 assignment will occur at a time agreed upon by both the sending and receiving
 3 principal. *Amended 6/15/99*
 4
- 5 F. The principal, upon written authority from the Superintendent, may administratively
 6 place a student who has been previously retained.
 7
- 8 G. The assignment of a student to a higher grade which results in the student's
 9 accelerated promotion should be made on the basis of exceptionally high
 10 achievement or evidence that the student will benefit more from the instructional
 11 program at the advanced grade level. The assignment should be authorized by the
 12 Superintendent. The assignment will occur at the end of a grading period agreed
 13 upon by both the sending and receiving principal and the Director of Exceptional
 14 Student Education, if an exceptional student is involved. After agreement has been
 15 reached regarding an exceptional student, an Individual Education Plan meeting
 16 must be held prior to placement in the new assignment. The long range academic,
 17 social, and emotional effect of the decision shall be considered. The principal has
 18 the responsibility for making such an assignment, but a student will not be
 19 accelerated without parental consent. *Amended 6/30/92*
 20
- 21 The student's cumulative record, report card, and permanent record must indicate,
 22 "accelerated grade placement" and the name of the principal who made the
 23 placement. *Amended 6/15/99*
 24
- 25 Parents shall be notified in writing that their child is receiving an accelerated grade
 26 placement to the next higher grade. A copy of this notification shall be placed in the
 27 cumulative folder.
 28
- 29 H. Retention of students shall be limited to one (1) year in kindergarten, one (1) year in
 30 the elementary school (1-5) and one year in the middle school unless additional
 31 retention is recommended by the principal based on information from a school
 32 assessment team. *Amended 7/21/98 & 6/15/99*
 33
- 34 Students who are retained must receive remediation as addressed in an academic
 35 improvement plan and may be recommended for evaluation by appropriate
 36 specialists, e.g., psychologist, reading specialist, and other personnel, if such a
 37 referral would benefit the students. *Amended 7/21/98 & 6/15/99*
 38
- 39 I. The grade placement of students transferring from other countries, counties, states
 40 or private schools will be determined by the principal of the receiving school based
 41 on guidelines established by the Student Services Department.
 42
- 43 J. Attendance for Promotion K-5 *Amended 6/30/92 , 6/29/93 & 7/2/96*
 44
- 45 (l) Students who miss more than fifteen (15) days per semester will not be
 46 promoted except as follows:
 47
- 48 a. If medical evidence is presented to the principal from a competent
 49 medical authority to excuse absences in excess of fifteen (15) days
 50 or fifteen (15) class settings per semester.
 51
 52
 53

1 b. Extenuating circumstances as determined by the principal based on
2 recommendations of teachers, counselors or Pupil Services
3 workers.

4
5 (2) School activities shall not be counted as absences. Assigned work shall be
6 turned in on the day indicated by the teacher.

7
8 K. Attendance for Promotion 6-8 *Amended 6/30/92 & 7/2/96*

9
10 (1) Students who miss more than ten (10) days per semester (2 days per
11 semester during the summer school term) will not be promoted except as
12 follows:

13
14 a. If medical evidence is presented to the principal from a competent
15 medical authority to excuse absences in excess of ten (10) days or
16 ten (10) class settings.

17
18 b. Extenuating circumstances as determined by the principal based on
19 recommendations of teachers, counselors or Student Services
20 workers.

21
22 (2) School activities shall not be counted as absences. Assigned work shall be
23 turned in on the day indicated by the teacher.

24
25 (3) Eighth grade students enrolled in high school courses for credit shall be
26 subject to section I L and III A 9 in those courses only.

27
28 L. Attendance for Credit (9-12) *Amended 6/30/92, 7/21/98 & 6/15/99*

29
30 (1) Students who would otherwise receive a passing grade, but who have
31 accumulated absences of more than ten (10) single periods of instruction or
32 five (5) block periods of instruction (1 block unit equals 2 single periods)
33 per semester or more than 2 days per semester during the summer school
34 term will not receive credit for the course except as follows:

35
36 Attain a passing score (70%) or better) on a comprehensive subject level
37 examination to be given within ten (10) teacher work days of the end of the
38 semester in which the student was enrolled in the class.

39
40 (2) Students with excessive absences who fail the comprehensive examination
41 but would receive a passing grade for the semester, may appeal the loss of
42 credit. A district committee will consider the appeal based on documented,
43 insurmountable medical conditions.

44
45 (3) School activities shall not be counted as absences. Assigned work shall be
46 turned in on the date indicated by the teacher.

47
48 M. Limited English Proficient (LEP) *Revised 7/21/98*

49
50 All students with limited English proficiency (L.E.P.) must be appropriately
51 identified in order to ensure the provision of appropriate services. Every student
52 identified as L.E.P. shall continue to receive appropriate instruction and funding as
53 specified by the District L.E.P. Plan, State Board Rules and Regulations, and

1 Florida Statutes until such time as the student is reclassified as English proficient.
2 Each limited English proficient student enrolled in any program offered by the
3 Florida Public Schools is entitled to equal access to programming which is
4 appropriate to his or her level of English proficiency, academic achievement and
5 special needs.
6

- 7 (1) An L.E.P. Committee is composed of the administrator or designee, basic
8 ESOL teacher(s), the guidance counselor, and other educators as
9 appropriate for the situation. The parent of the L.E.P. student shall be
10 invited to attend. This committee makes recommendations concerning the
11 appropriate placement, promotion and retention of L.E.P. students.
12
- 13 (2) Promotion of an L.E.P. student is based on satisfactory performance in the
14 program of study and academic requirements as set forth in the School
15 District of Osceola County Promotion Policy and Graduation Requirements.
16 L.E.P. students not meeting district promotion criteria may be promoted on
17 a recommendation by the L.E.P. Committee.
18
- 19 (3) Retention of an L.E.P. student is based on unsatisfactory performance in
20 the program of study and academic requirements, as set forth in the School
21 District of Osceola County Promotion Policy and Graduation Requirements,
22 and failure to meet other criteria as required by the State of Florida. An
23 L.E.P. Committee reviews the pertinent documentation and recommends
24 retention.
25
- 26 (4) The academic progress and Benchmark performance of an L.E.P. student in
27 reading, writing, and mathematics and performance in the program of study
28 and academic requirements as set forth in the School District of Osceola
29 County Promotion Policy and Graduation Requirements, are determined
30 through appropriate modifications of formal and informal assessments and
31 on modification to instruction provided to an L.E.P. student.
32

33 **II. Elementary Promotion and Placement**

34
35 A. A screening program for all kindergarten students will be administered yearly.
36 Results of this screening will identify students who will be considered for further
37 screening and psychological testing to determine if special placement is indicated.
38 *Amended 6/29/93*
39

40 B. Required Program of Study - Grades K-5
41

42 Grades K-5 promotion should be based on successful progress as indicated by
43 report cards, standardized test results, daily assignments, teacher observation,
44 satisfactory performance in the grade level curriculum, and other data.
45 *Amended 6/15/99*
46

- 47 (1) The following areas of study are required for each student, K-5: Language
48 Arts, Mathematics, Science/Health, and Social Studies,
49
- 50 (2) Elementary schools are required to provide instruction in a character-
51 development program,
52
53

1 (3) Additional courses of studies may include, but shall not be limited to:

2 Art

3 Career Education

4 Computers

5 Developmental Physical Education

6 Free Enterprise, Consumer and Economic Education

7 Foreign Language

8 Library Science

9 Metric Education

10 Music

11 Safety

12 School Police Liaison Program

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25 C. Any student who exhibits substantial deficiency in reading skills, based on locally
26 determined assessments must be given intensive reading instruction immediately
27 following the identification of the reading deficiency. The student must be
28 reassessed at the beginning of the grade following the intensive reading instruction,
29 and the student must continue to be given intensive reading instruction until the
30 reading deficiency is remedied. If the student's reading deficiency, as determined
31 by locally determined assessment at grades 1 and 2, or by statewide assessment at
32 grade 3, is not remedied by the end of grade 4 or if the student scores below a
33 specific level of performance on the statewide assessment test in reading, the
34 student must be retained per District guidelines. *Adopted 7/29/97,*
35 *Amended 6/15/99*

36
37 **III. Middle School Promotion and Placement**

38
39 **A. General Academic Requirements**

40 Middle school students will receive instruction in grades six through eight in the
41 following basic subjects: *Amended 6/15/99*

- 42
43
44 (1) Three years in mathematics.
- 45
46 (2) Three years in communications, which will include experiences in reading,
47 writing, speaking and listening.
- 48
49 (3) Three years of science, which will include instruction in life science, earth
50 science and physical science.
- 51
52 (4) Three years in social studies, which will include the study of the United
53 States and world geography, civics, and Florida history.

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(5) The opportunity to enroll in physical education courses, which will be regularly scheduled each year by each school.

(6) A series of experiences will be provided for student development through exposure to courses selected from, but not limited to, the following:
Amended 6/29/93

- | | |
|--------------------|----------------------|
| Agriculture | Health |
| Art | Technology Education |
| Band | Law |
| Business | Music |
| Career Education | Public Service |
| Consumer Education | Reading |
| Foreign Language | Writing Skills |

(7) One semester of Health or Personal Development shall be required for students at the seventh or eighth grade, unless a middle school principal elects to cover district health performance standards in a science course and the following criteria are met: *Amended 6/30/92 & 6/29/93*

- a. The science teacher involved is certified in both science and health, and
- b. A letter of explanation is sent to the Superintendent prior to the beginning of the school year. The letter must be signed by the principal and the teacher and must ensure that all student performance standards for both the science and the health courses will be met.

(8) In addition to the courses identified above, students must master basic skills in the area of computer literacy. *Amended 7/21/98*

(9) Beginning with the 1999-2000 school year, students who attend grades seven and eight in Osceola County may elect to take, if offered, high school (dual enrollment) courses at the middle school provided the courses are taught by teachers holding high school certification in the subjects offered. The high school textbook will be used, and the district performance standards and grading policy shall be the same as for the course offered in a high school setting. These dual enrollment classes must be level II or above as outlined in The Florida Course Code Directory. Dual enrolled students must adhere to high school attendance requirements for receiving credit. In order to receive high school credit, the student must earn a final grade of an "A" or "B". *Amended 6/30/92, 6/29/93, 7/21/98 & 6/15/99*

1 B. Promotion

2
3 (1) General Requirements

4
5 All students must pass five (5) subjects per grade level including language
6 arts, mathematics, science and social studies. Promotion should be based
7 on standardized test results, daily assignments, teacher observation, teacher
8 made tests, satisfactory attainment of the student performance standards in
9 the curriculum frameworks and other objective information. If the
10 achievement level is not met, the teacher shall utilize deficiency/progress
11 reports to communicate with the parent during the grading period.

12
13 Beginning with the 1999-2000 school year, students will be retained in the
14 same grade if:

- 15
16 (a) as sixth grade students, they fail to receive four (4) grade points, out
17 of a possible sixteen (16), in one or more of the four (4) academic
18 subject areas.
19
20 (b) as seventh grade students, they fail to earn five (5) grade points, out
21 of a possible sixteen (16), in each academic subject area.
22
23 (c) as eighth grade students, they fail to earn six (6) grade points, out of
24 a possible sixteen (16), in each academic subject area

25
26 *Amended 7/2/96 & 6/15/99*

27
28 (2) Remediation Programs *Amended 7/21/98 & 6/15/99*

29
30 Students who do not successfully master all of the materials necessary for
31 promotion will be provided an Academic Improvement Plan. Amended
32 6/30/92, 7/2/96 & 6/15/99

33
34 Beginning with the 1999-2000 school year, graduating eighth grade
35 students whose test scores fall in the bottom quartile or who have been
36 identified as needing assistance in one or more areas of mathematics,
37 reading, writing, and/or study skills will be required to complete a six (6)
38 week summer program designed to provide students with skills needed to
39 be successful in high school. Upon successful completion of the summer
40 program students will receive 1.5 elective high school credits. Students
41 who fail to master needed skills in the summer school will continue in the
42 program during the fall semester.

43
44 Beginning with 1999-2000 school year, incoming ninth grade students
45 meeting the above criteria will be placed in the remediation program.

46
47 Parents may contract with state certified teachers to teach individual students
48 in lieu of attendance in a remedial school program. However, if the parent
49 chooses this option, he or she must notify the child's school principal in
50 writing within fifteen (15) days after the AIP conference. Such students will
51 be required to pass a school approved exam.

52 Amended 7/2/96
53

1 (3) Administrative Placement and Acceleration Amended 6/15/99

2
3 Students will be recommended for administrative placement to the next
4 grade level on an individual basis considering:

- 5
6 a. Teacher recommendations
7
8 b. Parent recommendations
9
10 c. Test scores – Florida Comprehensive Assessment Test – norm
11 referenced test – Florida Writes
12
13 d. Child study assessment.

14
15 Eighth (8th) grade students who are administratively placed in the ninth
16 grade will be enrolled in a mandatory remediation program.

17
18 Eighth (8th) grade students promoted to the ninth (9th) grade may take
19 courses during the regular summer school for acceleration.

- 20
21 C. Special classes for students who have been administratively placed may be
22 established and designated as middle school basic skills classes without a grade
23 utilized in these classes.

24
25 **IV. High School Grade Classification and Graduation Requirements**

26
27 To graduate from high school a student must, meet all the requirements of this plan,
28 demonstrate mastery of the Student Performance Standards (229.565, F.S) and
29 meet all requirements established by the Florida Department of Education and the
30 School Board of Osceola County.

31
32 Seniors participating in high school graduation ceremonies shall have completed all
33 requirements for graduation as set forth in this Pupil Progression Plan. Seniors
34 receiving a Certificate of Completion or a Special Certificate of Completion will also
35 be eligible to participate in the ceremonies. Amended 6/28/94

36
37 Graduation ceremonies will be scheduled at the end of the regular academic year
38 and at the close of the second summer session each year.

39
40 Students enrolled in a District K-12 dropout prevention program and earning a GED
41 equivalency diploma may participate in the graduation ceremony of the high school
42 in their attendance zone. Amended 7/23/91

43
44 A. **Grade Classification**

45
46 A student will be placed in accordance with the number of credits earned by the
47 beginning of the school year.

- 48
49 (1) A student must have earned 5 credits and have a 2.0 G.P.A. to be classified
50 as a sophomore. Amended 6/15/99

- 51
52 (2) A student must have earned 11 credits and have a 2.0 G.P.A to be classified
53 as a junior. Amended 6/15/99

1 (3) A student must have earned 18 credits and have a 2.0 G.P.A to be classified
2 as a senior. *Amended 6/15/99*

3
4 (4) Students who transfer into Osceola County from public schools shall be
5 classified according to their grade placement at the school from which they
6 transfer. Thereafter they will follow classification as set up by Osceola
7 County except for those students who transfer as seniors.

8
9 (5) In order to receive a diploma from an Osceola County high school, all
10 students who attend school in Florida as ninth or tenth graders will be
11 required to earn one half credit in Life Management Skills and beginning
12 with the 1998-99 ninth grade class, one credit in physical education, which
13 will include one-half credit in Personal Fitness.
14 *Amended 7/23/91 & 7/21/98*

15
16 (6) All transfer students will be expected to attempt to earn a minimum of three
17 (3) credits per semester in the year of their transfer; however, no
18 requirement for specific course work will be retroactive except as stated
19 above.

20
21 The requirements of the School Board shall not be retroactive for transfer
22 students provided the student has met all requirements of the school, school
23 district or state from which he/she is transferring (6A-1.095) *Adopted*
24 *6/30/92 & Amended 6/27/95*

25
26 Students will be limited to the transfer of no more than four high school
27 credits earned prior to entry into the ninth grade. Such credits must have
28 been earned at the eighth grade level and follow Pupil Progression Plan rule
29 III A(9). *Adopted 6/30/92 & Amended 6/27/95 & 7/21/98*

30
31 (7) Students may be promoted to the next grade at the end of the first semester
32 of a school year provided they have earned the following number of credits
33 and have maintained a 2.0 G.P.A.: *Adopted 7/23/91, Amended 6/15/99*

34
35

Sophomore	-	8 credits
Junior	-	14 credits
Senior	-	21 credits

36
37
38
39
40

41 (8) Seniors who have earned 24 credits by the end of the first semester in a
42 given school year may pursue one of the following options:
43 *Adopted 7/23/91*

- 44
45 a. Graduate at the end of the first semester. (Students will receive their
46 diplomas and be permitted to participate in graduation ceremonies at
47 the end of the second semester.)
48
49 b. Participate in the early admissions program at Valencia Community
50 College, if they qualify.
51
52 c. Remain at the high school to pursue advanced academic and/or
53 vocational studies.

1
2 B. Requirements for Graduation Amended 6/30/92 & 7/29/97
3

4 (1) Credits needed for graduation - 24
5

6 NOTE: Enhanced credit requirements (30 Total) are in place for those
7 students who attend 4X4 block scheduling high schools in which the 4 year
8 (not including summer school) credit earning potential is 32 credits.
9 Guidelines are available at individual 4x4 high schools. *Adopted 6/15/99*
10

11 The courses listed below shall include the requirements of Sections 233.061
12 and 232.246, Florida Statutes. The 24 credits shall be distributed as
13 follows:
14

15 Language Arts	Four (4) credits
<hr/>	
17 Mathematics	Three (3) credits Algebra 1 or Equivalent or a higher level mathematics course [Effective for incoming 9 th 19 graders 1996-97 and thereafter] 21 <i>Amended 8/6/96</i>
23 Science	Three (3) credits: Two of which must include laboratory components
<hr/>	
27 Social Studies	Three (3) credits World History (1) American History (1) American Govt. (1/2) Economics (1/2)
<hr/>	
31 Physical Education	One credit (to include one half (1/2) credit of Personal Fitness) Effective for incoming 9 th graders 1998-99 and thereafter. <i>Amended 7/21/98</i>

33 Shall be deemed 9th and 10th grade courses.
34

35 Participation in an interscholastic sport, at the junior varsity, or varsity level
36 for two full season, shall satisfy the one credit requirement for Physical
37 Education if the student passes a competency test on personal fitness with a
38 score of "C" or better; however, participation may not be used to satisfy the
39 credit requirement. Students must still satisfy the 24 credit requirement for
40 graduation; but, will not be required to meet the one (1) credit requirement
41 in physical education. The Physical Education credit cannot be required of
42 ninth grade students. *Adopted 7/29/97, Amended 7/21/98*
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2
3 Life Management Skills/ Health One-half (1/2) credit
4

5 Shall be deemed 9th and 10th grade courses.
6

7
8 Practical Arts/Performing
9 Fine Arts One (1) credit
10

11 In order to meet this requirement, students may earn:

12 One credit in Practical Arts Vocational Education or Exploratory
13 Vocational Education:
14

15 OR
16

17 One credit in Performing Fine Arts:
18

19 OR
20

21 One-half (1/2) credit each in Practical Arts, Vocational Education or
22 Exploratory Vocational Education and Performing Fine Arts.
23

24 Practical arts may be fulfilled by any secondary or eligible
25 postsecondary course in the Vocational Section or by substituting
26 one of the basic Computer Education Courses or Journalism II, III
27 or IV on a curriculum equivalency basis.
28

29
30 No more than one (1) credit in Exploratory Vocational courses may be used
31 for credit toward high school graduation.
32

33 Electives: Eight and one-half (8 1/2) credits *Amended 7/21/98*
34

35 A grade point average of 1.5 on a 4.0 scale will be needed for the twenty-
36 four (24) credits used to meet state graduation requirements.
37

38 Beginning with the 1996-97 school year, incoming 9th grade students will
39 be required a grade point average of 2.0 on a 4.0 scale for twenty-four (24)
40 credits used to meet the state graduation requirements. *Amended 8/6/96*
41

42 Students who entered the ninth grade prior to the 1996-97 school year must
43 maintain a cumulative grade point average of 2.0 on a 4.0 scale, or its
44 equivalent, in the courses required by Florida Statutes 232.246(1), or have
45 an overall cumulative grade point average of 2.0 or above for all
46 coursework beginning July 1, 1997 or later. Parents of students who have
47 cumulative grade point averages less than 0.5 above the required graduation
48 level shall be notified that the student is at risk of not meeting the graduation
49 requirements. This notification shall be in the form provided in the District
50 approved reporting procedures. *Adopted 7/29/97*
51

52 Each student is entitled to "...13 consecutive years of instruction, beginning
53 with kindergarten, ..."

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The student must also pass the High School Competency Test (HSCT) or achieve a score on the Florida Comprehensive Assessment Test which exempts the student from the High School Competency Test. *Amended 6/15/99*

(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*

c. Students who have not attained the required grade point average are eligible to attend summer school in an attempt to raise the cumulative grade point average. *Adopted 7/29/97*

(4) Eighth (8) grade students may enroll in an approved course designated as a 9th - 12th grade course by the current course code directory, and will be classified as a high school student for the period of time involved. Students earning credit through such high school courses will be credited with meeting the requirements designated in the district Pupil Progression Plan as required for promotion for the appropriate pre-ninth grade course(s). *Amended 7/29/97*

(5) All 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 in calculating the grade point average. Credit toward graduation can only be awarded once. *Amended 7/23/91 & 7/29/97*

(6) Students who have completed more than eight and one-half 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 G.P.A. *Amended 7/21/98*

1 (7) All high schools will utilize a Pacer Scale for honors courses as a means to
2 determine class ranking. Pacer Points will be assigned based upon the
3 Grading Scale adopted by the School Board. High schools will assign the
4 Pacer Points to dual enrollment college courses and to all level 3 courses as
5 defined in the Course Code Directory except level 3 courses in physical
6 education. *Adopted 7/29/97, Amended 6/15/99*

7
8 Schools who have not previously participated in this program will
9 implement it beginning with those students entering the ninth (9th) grade
10 during the 1997-98 school year. *Adopted 7/29/97*

11
12 C. Curriculum Frameworks-Grades 9-12 Basic and Adult Education

13 A curriculum framework is a broad guideline which directs district personnel by
14 providing specific instructional plans for a given subject or area of study and is
15 consistent with the Course Code Directory. Curriculum frameworks are contained
16 in the publication "Curriculum Frameworks for Grades 9-12, Adult Basic
17 Program". This publication is on file at each high school and the district office.

18
19 The above frameworks include the Exceptional Student Education Courses and the
20 Vocational Courses.

21
22
23 D. Student Performance Standards

24 Student Performance Standards have been developed cooperatively with district
25 personnel for the intended outcomes specified in each curriculum and are also on
26 file at each high school and the district office.

27
28 Students must show mastery of the performance standards before credit for course
29 is awarded. Upon successful completion of the course, with at least seventy per
30 cent (70%) proficiency, students will have demonstrated mastery. Student mastery
31 will be assessed through the use of teacher observation, classroom assignments and
32 examinations. Students must also meet the attendance requirement as set forth in
33 section 6.2.1.E or F of School Board Rules. *Amended 7/21/98*

34
35
36 E. Home Instruction

37 As provided by Florida Statute 232.02 parents may choose to place their children in
38 a home instruction program in lieu of public school. The requirements of the law
39 will be monitored through the office of Student Services. *Revised 7/23/91,*
40 *Amended 7/21/98*

41
42
43 (1) Parents who wish to place their children on a home instruction program are
44 required to notify the Superintendent in writing of such intent within two (2)
45 weeks of the student's withdrawal from school. *Amended 9/17/96*

46
47 (2) The parent of a home instruction student is required to keep a daily
48 attendance record. In addition, the parent is required to keep a daily work
49 log of assignments made, page numbers covered, concepts taught, length of
50 study day and whether assignments are completed. All materials related to
51 home instruction shall be kept by the parent for a period of not less than two
52 (2) years from the date of enrollment in the program. Parents of home
53 instruction students will be required to have an academic evaluation

1 completed yearly on each student. The parent will have the responsibility of
2 arranging said evaluation at parental expense and will be responsible to see
3 that the printed report of said evaluation is sent to the Superintendent.
4

5 (3) The school district may set up conferences with home instruction families
6 during the course of the school year to verify that the laws of the State of
7 Florida and the rules of the School Board of Osceola County are being kept
8 relative to home instruction. Parents will be given fifteen (15) days notice
9 of intent of the school board designee to meet with them to discuss the
10 program. *Amended 9/17/96 & 7/21/98*
11

12 (4) Parents who fail to meet the requirements of State law (232.01) and School
13 Board rules governing home instruction will be required to re-enroll their
14 home instruction student(s) in school. The parents of the student(s)
15 required to return to school for failure to meet the requirements of the home
16 instruction regulations will be denied any request for a home instruction
17 program for a period of one full academic year from the date of re-
18 enrollment.
19

20 (5) All home instruction students working at the elementary or middle school
21 level wishing to enroll in Osceola District Schools at any point after Labor
22 Day must provide evaluation documentation as outlined in section IV.E(2).
23 *Amended 6/15/99*
24

25 (6) Florida Statute, section 232.02 states that it is the responsibility of the
26 parent to provide a written evaluation of the home-schooled student's
27 progress. With respect to the awarding of high school credit, the
28 Superintendent agrees to the following stipulations:
29 *Revised 9/17/96, Amended 7/21/98*
30

31 a. The student must present to the school principal a listing of the
32 specific courses for which credit is requested. Credits earned
33 through institutions affiliated with the following accrediting agencies
34 will be accepted at face value as long as those courses can be aligned
35 with the Florida Course Code Directory:
36

37 The Southern Association of Colleges and Schools

38 The Middle States Association of Colleges and Schools

39 The New England Association of Colleges and Schools

40 The North Central Association of Colleges and Schools

41 The Northwest Association of Colleges and Schools

42 The Western Association of Colleges and Schools

43 Such affiliation must be validated through appropriate
44 documentation which will remain on file in the Office of Student
45 Services.
46
47
48
49
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51
52
53

1 Current Regionally Accredited Correspondence Programs:
2 Amended 6/15/99
3

4 American School-High School
5 Chicago, IL
6 (800) 228-5600
7

8 Calvert School
9 Baltimore, MD
10 K-8 Correspondence
11 (410) 243-6030
12

13 Cambridge Academy-High School
14 3855 SE Lake Weir Avenue
15 Ocala, Florida 34480
16 1-(800) 252-3777
17

18 The Florida High School
19 Orange County Public Schools
20 445 West Amelia Street
21 Orlando, FL 32801
22 (407) 317-3326
23

24 University of Florida
25 Correspondence Study
26 2209 NW 13th Street
27 Gainesville, FL 32609
28 (352) 392-1711
29

30 University of Nebraska
31 Extension School (Independent Study)
32 Lincoln, NE
33 (402) 472-4321
34

35 b. Credits earned from a non-accredited institution may be granted
36 under the following conditions: *Revised 7/21/98*
37

- 38 1. Courses can be aligned with the Florida Course Code
39 Directory.
- 40 2. Student must produce a portfolio for the course in which
41 student is requesting credit which has been reviewed by a
42 Florida certified teacher in that subject area.
- 43 3. The student must pass a comprehensive subject level
44 examination with a minimum score of 70%.

45 In cases where there is no corresponding subject level
46 examination, the student must pass an appropriate high
47 school level final examination with a minimum score of
48 70%. The final examination must be prepared by a Florida
49 certified teacher currently employed by the Osceola School
50 Board and teaching said course at the high school level.
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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
- 9. Home education students are eligible to participate in interscholastic extracurricular student activities. Guidelines for participation will be established pursuant to 232.425, F.S. and will be made available to home education students choosing to participate in interscholastic extracurricular activities. *Adopted 7/2/96*
- 10. Students who are participating in a home instruction program in accordance with Florida Statutes, section 232.02(4), may be admitted to the public school on a part-time basis. *Adopted 9/17/96*

1
2 a. Students in home education who wish to attend public school must
3 have met all criteria for a home education program during the entire
4 semester immediately prior to the time of admission, meet the same
5 registration requirements as full-time students, and enroll for and
6 attend at least one (1) regularly scheduled class period at the zoned
7 school. Such students must register prior to the start of the semester
8 they will attend. Full-time students will be given priority in course
9 registration. Home-schooled students who are excluded from a
10 class/course at their zoned school due to space limitations may attend
11 another school if space in that class/course is available.

12 *Adopted 9/17/96*

13
14 b. The Board is not responsible for the transportation of students in a
15 home education program to or from the school. The school
16 principal will establish the time and place for arrival and departure of
17 home education students. Students who attend school on a part-time
18 basis are subject to all applicable rules and regulations pertaining to
19 full-time students. *Adopted 9/17/96*

20
21 F. Cumulative Grade Point Average

22
23 In order to graduate, students entering ninth grade before the 1996-97 school year
24 must have a 1.5 grade point average on the 24 credits required for graduation.
25 These students, in addition to having a grade point average of 1.5 for these courses,
26 must also maintain a grade point average of 2.0 on all courses required for
27 graduation taken after July 1, 1997. If it is to their advantage, students may
28 graduate, in lieu of having a 2.0 on courses taken after July 1997, with an overall
29 grade point average of 2.0 on courses taken in high school, except those to which
30 the district's forgiveness policy has been applied. At the end of each semester each
31 student shall be notified in writing of his cumulative grade point average as required
32 for graduation. Beginning with the 1996-97 school year, incoming 9th grade
33 students will be required to maintain an overall a grade-point average of 2.0 on a
34 4.0 scale. *Amended 7/2/96, 9/17/96 & 7/21/98*

35
36 Auth: 230.23 (6) (a) (b) Imple: 232.246

37
38 G. Challenger Learning Center - Grade Levels 9-12 *Amended 6/30/92*

39
40 This is a program specifically designed for school dropouts, in order to provide
41 them with a vehicle to complete a high school program; or in some instances, to
42 assist those students into reentering a regular high school setting, once they have
43 completed some credit requirements.

44
45 A total of 24 credits must be earned for graduation. These credits are described in
46 section IV B.

47
48 This is a competency based program with students demonstrating mastery of the
49 student performance standards. Elective credits for related work experience (OJT)
50 in this program are earned on the same basis as in the regular day-school vocational
51 programs.
52
53

1 Only students who have been withdrawn from school for a minimum of nine school
2 weeks are eligible for placement in this program. Exceptions to this placement may
3 be approved, based on extenuating circumstances, by a three member committee of
4 Instructional Department administrators. A cooperative effort between the
5 Instructional Department and Student Services will provide the guidance and
6 scheduling for student placement and follow-up. Students must agree to attend a
7 minimum of 15 hours per week of classroom instruction during the regular school
8 year.
9

10 Students must:

- 11 (1) earn twenty-four credits as stated above with a 1.5 G.P.A., for
12 those courses taken before 1996-97, *Amended 6/15/99*
- 13 (2) maintain a grade point average of 2.0 on a 4.0 scale for all
14 students beginning with 1996-97 school year, incoming 9th
15 grade. Adopted 9/17/96, *Amended 6/15/99*
- 16 (3) pass all necessary parts of the High School Competency Test or
17 reach the score on the Florida Comprehensive Assessment Test
18 that will exempt the student. *Amended 6/15/99*

19 An articulation meeting will be arranged for the students wishing to re-enter the
20 regular high school program. A Challenger student returning to a regular school
21 program may transfer a maximum of eight credits per year unless additional credits
22 are approved by the Superintendent.

23 Although this program is designed to provide students with a non-traditional school
24 setting in order to meet individual needs, the school district Code of Student
25 Conduct is in effect and School Board Rules governing student conduct will be
26 followed.
27

28 **V. Types of Diplomas**

29 Students in Osceola County Schools may earn the following types of diplomas:
30 *Amended 6/15/99*

- 31 (1) Regular
- 32 (2) Special
- 33 (3) Certificate of Completion
- 34 (4) Special Certificate of Completion
- 35 (5) Adult High School Diploma
- 36 (6) College Ready Diploma
- 37 (7) Florida High School Diploma (G.E.D.)
- 38 (8) Adult Special High School Diploma Adopted 9/17/96

1 A. A Regular Diploma shall be issued to students who meet the conditions set forth in
2 this Pupil Progression Plan section IV. This must include passing the High School
3 Competency Test (HSCT). *Amended 7/23/91*

4
5 B. Special Diploma

6
7 1. Option I *Amended 7/23/91, 6/28/94 & 7/21/98*

8
9 A Special Diploma shall be awarded to properly classified Educable
10 Mentally Handicapped, Trainable Mentally Handicapped, Profoundly,
11 Mentally Handicapped, Hearing Impaired, Specific Learning Disabled,
12 Emotionally Handicapped, Physically Handicapped whose ability to
13 communicate orally or in writing is seriously impaired. Students must also
14 master the Revised Performance Standards according to assigned State
15 performance levels.

16
17 These performance standards must be documented by the exceptional
18 student teacher starting when the student is initially placed into an
19 exceptional Student Education program and progressing through graduation
20 from high school. Specific grade levels for completion are given to
21 designate when the child should master the appropriate competency.
22 *Amended 7/21/98*

23
24 The Revised Student Performance Standards for Exceptional Students
25 Tracking Form should be used for students that will be graduating from
26 high school. Any exceptional student excluding Visually Impaired who has
27 acquired appropriate credit for a regular high school diploma, but did not
28 pass the High School Competency Test can be issued an Option I special
29 diplomas. *Amended 7/21/98*

30
31 2. Option II *Adopted 7/21/98*

32
33 A Special Diploma Option II shall be awarded to any exceptional student,
34 excluding visually impaired, who demonstrates mastery of specified
35 employment and community competencies. The student may graduate with
36 more or less than four years of attendance in grades 9-12. This student
37 must satisfactorily complete the equivalent of eleven credits as specified and
38 be employed full-time at least 25 hours per week in a community based job
39 for a minimum of one semester unless the student is placed in supported
40 competitive employment. In such cases the student must be employed for
41 the equivalent of one semester. The student's Individual Education Plan
42 and training plan shall be developed to identify job specific competencies.

43
44 The student must also be at least sixteen (16) years of age to be considered
45 for this option and shall be at least eighteen (18) years of age to graduate.

46
47 C. A Certificate of Completion shall be issued to all students who acquire appropriate
48 credits for a high school diploma, but do not pass the High School Competency
49 Test. *Amended 7/23/91*

50
51 D. A Special Certificate of Completion shall be issued to an eligible exceptional
52 education student who meets the requirements for his exceptionality, but is unable
53 to meet the appropriate special state minimum requirements.

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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. College Ready Diploma *Adopted 6/15/99*

Students who meet the following requirements will be awarded a differentiated college-ready diploma:

- 1. Complete the requirements for a standard high school diploma as prescribed by s.232.246. Among courses taken to fulfill the 24-academic-credit requirement, a student must take high school courses adopted by the Board of Regents and recommended by the State Board of Community Colleges as college-preparatory academic courses.
- 2. Take the postsecondary common placement test prescribed in s.240.117, or an equivalent test identified by the State Board of Education, before graduation and score at or above the established statewide passing score in each test area.

A college-ready diploma entitles a student to admission without placement testing to a public postsecondary education program for a period of two (2) years after earning the college-ready diploma.

G. 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*

H. 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.

- 1 (2) The student shall be accepted by a state accredited post-secondary school or
2 university after completion of three (3) full senior high school years, and a
3 minimum of eighteen (18) credits is earned.
4
5 (3) The student shall maintain at least an overall "C" average.
6
7 (4) Any senior enrolled in college courses full-time may re-enter a high school
8 within the district as a full-time student at the end of the high school
9 semester.
10
11 (5) Any credit earned at the accredited post secondary level may be substituted
12 for a required high school credit in the same discipline. Successful
13 completion of a 3-hour college course will equal 1/2 high school credit.
14

15 B. Dual Enrollment

- 16
17 (1) A student may enroll in one or more classes at the college level or in an
18 accredited vocational school while still attending high school. Credit may
19 be earned toward graduation as stated in section VI A (3).
20

21 Auth: Rule 6A-10.0241, FAC
22

- 23 (2) The request of a student to participate in this program must be in writing.
24

25 The signature of the guidance director and the principal shall constitute
26 approval.
27

- 28 (3) Dual Enrollment VCC
29

30 The School Board of Osceola County and Valencia Community college shall
31 co-sponsor appropriate college courses in high schools during the normal
32 class hours when requested by the principal. Students enrolled in co-
33 sponsored classes shall earn both high school credit from the Osceola
34 County School Board and college credit from Valencia Community College
35 if they meet at least the minimum requirements for satisfactory completion
36 of such classes. In order to receive VCC credit in co-sponsored classes,
37 high school students will be required to make application to VCC and
38 complete the registration process.

39 No fees shall be assessed for high school students enrolled in these co-
40 sponsored courses. Students who enroll in co-sponsored classes shall have
41 either:

- 42
43 a. completed the tenth grade with a high school grade point average of
44 3.0 or above, or *Amended 7/23/91*
45
46 b. be in an exceptional student education program with an Individual
47 Education Plan which indicates the ability for advanced studies (i.e.
48 "gifted program").
49

- 50 (4) Students seeking dual enrollment in mathematics, English or vocational
51 classes shall present evidence of successful completion of the relevant
52 section of the entry level examination for placement given by the school,
53 college or university at which the student is seeking enrollment.

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C. Co-Enrollment *Amended 3/3/92*

A high school student who is at least sixteen (16) years of age may enroll in the Community High School Co-enrollment Program for English, mathematics, science, or social studies credit. Permission to enroll in this program must be obtained in advance from the principal or designee. A Co-enrollment Contract (FC-370-311) must be completed, signed by the student, parent, guidance director, and principal. A Co-enrollment Registration Form (FC-370-1710) must be completed by all students. A maximum of 0.5 credits may be earned per semester. A maximum of three (3) credits may be earned in this program. *Amended 6/27/95, 7/29/97 & 7/21/98*

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, Amended 6/15/99*

To earn one-half elective credit for the completion of non-paid voluntary community or school service work a student must:

- (1) Complete a minimum of 75 hours of non-paid, volunteer service with a non-profit organization in the Central Florida Area.
- (2) Document the volunteer hours on appropriate form.
- (3) Obtain signature from a non-family member of the non-profit organization.

- 1 (4) Receive special principal approval for volunteer activities conducted outside
2 the Central Florida Area.

3
4 Credit may not be earned for service provided as a result of court action.

5
6 I. Course Substitutions. *Amended 6/29/93 & 6/15/99*

7
8 A course which has been used to substitute in one subject area may not be used to
9 substitute for any other subject area.

- 10
11 (1) Upon completion of the JROTC program (Army, Air Force, Navy, Marine
12 Corps, or Coast Guard) students may substitute on a curriculum
13 equivalency basis one JROTC credit to satisfy a graduation requirement as
14 outlined in the Florida Course Code Directory.

- 15
16 (2) Section 236.081(1)(n), Florida Statutes, requires district school boards to
17 provide for vocational program substitutions not to exceed two credits in
18 each of the nonelective subject areas of English, mathematics, and science
19 according to the guidelines listed in the Florida Course Code Directory. The
20 vocational program that is substituted for a nonelective academic course will
21 be funded at the level appropriate for the vocational program. Vocational
22 course substitution will be allowed as provided in the Course Code
23 Directory.

- 24
25 (3) Participation in an interscholastic sport at the junior varsity or varsity level
26 for two full seasons shall satisfy the one credit physical education
27 requirement if the student makes a "C" or better on a competency test on
28 personal fitness developed by the Florida Department of Education. This is
29 a waiver of the course requirement only; the student must still earn 24
30 credits to graduate. Credit will not be awarded for participation in
31 interscholastic sports.

32
33 J. Cooperative Education *Revised 6/30/92*

- 34
35 (1) Definition

36
37 High school credit may be earned by vocational students using the
38 cooperative education method of instruction. Cooperative education
39 involves paid, supervised, concurrent employment that is directly related to
40 the student's in-school training. The cooperative education method is
41 available for junior and senior students. At-risk high school students in any
42 grade may be enrolled in Work Experience. All cooperative education job
43 sites must be approved by the coordinator; students shall not be employed
44 by members of the immediate family.

45
46 Cooperative education is not a program but a method of instruction used in
47 several vocational programs. Students who complete a vocational program
48 using the cooperative method are coded on the final class reports as
49 completers of the vocational program.

1 (2) Types of Programs
2

3 There are several programs offering the cooperative method of instruction:
4 Agribusiness Cooperative Education for students employed in agriculture
5 occupations and enrolled in an Agribusiness vocational program, Business
6 Cooperative Education for students employed in office occupations and
7 enrolled in a Business Education vocational program, Cooperative Health
8 Occupations Education for students employed in health occupations and
9 enrolled in a Health Occupations vocational program, Marketing Education
10 for students employed in marketing occupations and enrolled in a Marketing
11 Education vocational program, and Industrial Cooperative Education for
12 students in industrial occupations and enrolled in an Industrial Education
13 vocational program. If a specialized program is available and a student
14 qualifies for the specialized program, the student should be enrolled in the
15 cooperative education course for that specialized program. If a specialized
16 program is not available or if the specialized program does not have a
17 vacancy, the student should enroll in Diversified Career Technology (DCT)
18 program. DCT provides opportunities for selective placement based on the
19 student's occupational objectives and the development of occupational
20 competencies. *Amended 6/15/99*

21
22 Junior and senior students may be released from school one or two periods
23 for cooperative education that is supervised, on-the-job training (OJT), but
24 they must be enrolled in one or more related courses in the particular
25 vocational program area during the school day. Fifth year seniors who have
26 met all other graduation requirements may be released for additional
27 periods.

28
29 (3) Hours Worked
30

31 Students released from school must work an average of eight (8) hours per
32 week for each school period they are released. A student must work 144
33 hours during the semester to earn one-half (1/2) credit or 288 hours during
34 the semester to earn one (1) credit toward high school graduation
35 requirements.

36
37 (4) Forms Required
38

39 a. Application/Agreement
40

41 Prior to enrollment in the program, the student must complete a
42 cooperative education application, which must be signed by the
43 student and the parent or guardian.
44

45 b. Agreement
46

47 An agreement must be signed by the student, parent or guardian,
48 coordinator, and employer. If the student changes jobs, a new
49 agreement must be signed by each of the parties. The original copy
50 of the signed agreement must be in the student's file for program
51 review.
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c. Time Sheets

For every month the student is enrolled in cooperative education, a time sheet signed by the student and employer must be on file. The time sheet must list the day and time worked and monies earned. This time sheet must be in the student's file for program review.

d. Evaluation

An evaluation completed by the employer must be on file for each student every grading period. The original must be in the student's file for program review. A copy of the evaluation should be given to the student and the employer. The cooperative education program curriculum frameworks outline the specific skills that must be evaluated.

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.

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- 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.

K. Awarding Credit and Grades

- (1) A student shall complete a semester's work in order to be promoted or to receive credit for the semester's work. Students who complete the semester's work, except taking the final examinations, may at the discretion of the principal, arrange to take the examination prior to the opening of the next succeeding school year.

Work or credit earned from a non-accredited school or school from outside Osceola County shall be accepted toward graduation upon validation. Validation of credit may be made by the student's successful completion of a standardized test in the subject.

- (2) Grading and Reporting *Amended 7/29/97*

Schools shall follow the following state adopted grading system plan for grading and reporting pupil progress.

Students and parents are to be advised of the grading criteria employed in the school and in each class at the beginning of the grading period.

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

1 (3) Grades will be awarded at the end of each grading period. These grades
2 will reflect all work assigned and achieved during that grading period.
3 Credit may be awarded at the end of a grading period (nine weeks or
4 semester). *Amended 6/30/92 & Amended 6/27/95*

5
6 (4) Final grades may be awarded on a semester or yearly basis in high schools
7 or on a yearly basis in middle and elementary schools. *Amended 6/27/95*

8
9 (5) When two nine weeks are used to determine a final grade, each nine weeks
10 shall count 50% of the final grade. The total shall be divided by two (2).

11
12 When a semester exam is given, each of the nine weeks grades shall count
13 40% and the exam grade shall count 20% of the final grade, and the total
14 shall be divided by five (5). *Amended 6/30/92 & 7/2/96*

15
16 (6) In grades 3-5, report card evaluation should reflect student growth during
17 the grading period as indicated by objective test data, teacher observation
18 and portfolio information.

19
20 In grades 6-8, the grade point values of the grading period and exam grade
21 are averaged to determine the final grade. If the quotient result is 1.5 or
22 higher, the grade shall be rounded to the next highest letter. Rounding of
23 grades less than 1.0 shall be left to the discretion of the instructor. In
24 determining final grades, a zero shall be assigned for no work or dishonest
25 work and may rank as -1 on the grade point scale upon the approval by the
26 principal. *Amended 6/30/92*

27
28 (7) In grades 9-12, a numerical average is determined by the teacher, at the end
29 of each nine (9) week grading period and the corresponding letter grade (as
30 determined by the grading scale above) is recorded on the report card. If a
31 semester exam is given, the numerical exam score is also converted to the
32 corresponding letter grade as determined by the above grading scale. To
33 determine the final grade, the numerical grades are average together, as
34 outlined two paragraphs above, and numerical average will be converted to
35 the corresponding letter grade from the grading scale, and reported on the
36 report card. *Amended 7/2/96*

37
38 (8) If an I (incomplete) is recorded on a report card, the requirements for which
39 the incomplete was assigned must be satisfied within two weeks of the
40 issuance of the report cards or the I becomes an F. At the teacher's
41 discretion a longer period of time may be allowed for make up work. The
42 use of Pacer Points is optional and at the discretion of the principal. Pacer
43 Points should be used only in determining rank in the senior class and shall
44 not be used in determining grade point averages. *Amended 7/23/91*

45
46 **VII. Florida Bright Futures Scholarship Program, Florida Academic**
47 **Scholars Certificate, Florida Merit Scholars Award, & Florida Gold**
48 **Seal Vocational Endorsement** *Revised 6/29/93 & Amended 7/29/97 &*
49 *7/21/98*

50
51 A. Florida Bright Futures Scholarship Program provides for tuition and fee
52 reimbursement for undergraduate studies at a public or private university,
53 community college or vocational/technical school. The three scholarship awards

1 within the Bright Futures Scholarship Program are the Florida Academic Scholars
2 Award, Florida Merit Scholars Award, and Florida Gold Seal Vocational Scholars
3 Award. Each has specific criteria that must be met. However, to be eligible for an
4 initial award from any of the three types of scholarships, a student must:
5 *Amended 6/15/99*
6

- 7 (1) Complete a Bright Futures Scholarship Program Student Authorization
8 Form by spring graduation.
9
- 10 (2) Be a Florida resident.
11
- 12 (3) Earn a Florida standard high school diploma or its equivalent.
13
- 14 (4) Be accepted by and enrolled in an eligible Florida public or independent
15 postsecondary education institution.
16
- 17 (5) Enroll in a postsecondary institution in Florida for at least six semester
18 credit hours or the equivalent.
19
- 20 (6) Not to have been found guilty of, or pled nolo contendere to, a felony
21 charge.
22
- 23 (7) Use the award within three years of graduation.
24

25 B. The Florida Academic Scholars Award is designed to encourage and to recognize
26 outstanding performance and academic achievement by high school students.
27 (240.4025, F.S.) In order to qualify for the Florida Academic Scholars Award, a
28 student must:
29

- 30 (1) Meet the general eligibility requirements for the Florida Bright Futures
31 Scholarship Program.
32
- 33 (2) Achieve a 3.5 unweighted grade point average on a 4.0 scale, or its
34 equivalent, in high school courses that are adopted by the Board of Regents
35 and recommended by the State Board of Community Colleges as college-
36 preparatory courses.
37
- 38 (3) Attain at least a combined score of 1270 on the Scholastic Aptitude Test or
39 28 on the American College Test.
40
- 41 (4) Have attended a home education program according to s. 232.02(4) during
42 grades 11 and 12, and have attained at least the above test scores.
43
- 44 (5) Have been awarded an International Baccalaureate Diploma from the
45 International Baccalaureate Office; or
46
- 47 (6) Have been recognized by the merit or achievement programs of the National
48 Merit Scholarship Corporation as a scholar or finalist.
49
- 50 (7) Must complete a program of community service work, as approved by the
51 district school board which shall include a minimum of 75 hours of service
52 work and require the student to identify a social problem, and address,
53 evaluate, and reflect upon the problem through papers or other methods of
54 presentation.

- 1
2 (8) Maintain the equivalent of a 3.0 grade point average on a 4.0 scale for all
3 postsecondary education work attempted and the student remains eligible to
4 renew the Florida Academic Scholars Award. One opportunity for
5 reinstatement of this award will be given if the grade point average falls
6 below the 3.0 requirement.

7
8 C. To be eligible for Florida Merit Scholars Award the student must:

- 9
10 (1) Meet the general eligibility requirements for the Florida Bright Futures
11 Scholarship Program.
12
13 (2) Achieve an unweighted grade point average of 3.0 on a 4.0, or the
14 equivalent, in high school courses that are adopted by the Board of Regents
15 and recommended by the State Board of Community Colleges as college-
16 preparatory academic courses.
17
18 (3) Has attained a combined score of 970 on the SAT or a score of 20 on the
19 ACT.
20
21 (4) Maintain the equivalent of a 2.75 grade point average on a 4.0 scale for all
22 postsecondary education work attempted and the student remains eligible to
23 renew the Florida Merit Scholars Award. The student will receive one
24 opportunity to reinstate the award if the grade point average falls below a
25 2.75.

26
27 D. The Florida Gold Seal Vocational Scholars Award recognizes and awards academic
28 achievement and vocational preparation by high school students.

29
30 High school students may participate in this program in accordance with Florida
31 Statute 232.2467 and State Board Rule 6A-1.092. In order for a student to qualify
32 for the Florida Gold Seal Vocational Scholars Award students must meet the
33 general eligibility requirements of the Florida Bright Futures Scholarship Program
34 along with the following criteria:

- 35
36 (1) Complete three vocational credits in a sequential program of studies

37
38 or

39
40 Complete a vocational job preparatory program consisting of two credits
41 plus one credit of on-the-job training or one credit of Guided Workplace
42 Learning (8300430) or the one credit course Business Ownership
43 (8812000). *Amended 7/2/96*

44 or

45 An equivalent dual enrollment course/program; *Adopted 7/29/97*

- 46
47 (2) From a weighted GPA (based on the Statewide Scholarship Weighting
48 System) using the core 15 credits required for graduation or for 1998 &
49 1999 Seniors, earn a 3.0 unweighted GPA using the minimum of 3
50 sequential vocational credits.
51
52 (3) Earn an unweighted grade point average of at least 3.5 in courses
53 comprising the vocational program;

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(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

A minimum of three sequential Vocational Job-Prep or Technological Education

(5) Must obtain the minimum test scores as follows:

- (a) SAT: Verbal 420, Math 440 or
- (b) ACT: Reading 16, English 16, Math 16 or
- (c) CPT: Reading 83, Sentence 83, Algebra 72.

VIII. Exceptional Education Students

A. Elementary Schools

Exceptionalities include: Educable Mentally Handicapped, Trainable Mentally Handicapped, Profoundly Mentally Handicapped, Speech and/or Language Impaired Deaf or Hard of Hearing, Visually Impaired, Physically Impaired, Emotionally Handicapped, Severely Emotionally Disturbed, Specific Learning Disabled, Gifted, Homebound or Hospitalized, Dual Sensory Impaired, Autistic, Prekindergarten Students with Developmental Delays, Prekindergarten Students with Established Conditions. *Amended 7/23/91 & 7/21/98*

(1) Curriculum

The curriculum for the elementary school Varying Exceptionalities, Emotionally Handicapped/Severely Emotionally Disturbed (EH/SED), and Educable Mentally Handicapped shall be a regular education curriculum that follows the Florida Sunshine State Standards with appropriate modifications. Direct Instruction, Reading Mastery, Precision Teaching and Whole Language are the instructional approaches to be utilized to enhance curriculum acquisition. Moderately and severely disabled students (Trainable Mentally Handicapped, Profoundly Mentally Handicapped) will be taught from the Duval County Curriculum. *Adopted 6/30/92 & Amended 6/27/95 & 7/21/98*

1
2 (2) Promotion
3

4 Students enrolled in exceptional student programs shall be promoted on the
5 basis of the acquisition of skills in accordance with the student's Individual
6 Education Plan and the mastery of Revised Performance Standards for each
7 exceptionality. The Revised Performance Standards for the assigned
8 exceptionality will be used to document the progress of the student by the
9 exceptional education teacher. Documentation of standards must start when
10 the student is initially placed into an exceptional student education program.
11 *Amended 6/28/94, 6/27/95 & 7/21/98*

12
13 Mastery of the standards shall be determined by the teacher utilizing the
14 evaluation modes specified in the Individual Education Plan.
15

16 (3) Retention
17

18 Students who do not meet promotion requirements may be administratively
19 placed in the next grade level by the principal. When a student is being
20 considered for administrative placement which involves attendance at
21 another school (for example, from elementary to middle school or middle
22 school to high school) such placements shall be made only at the beginning
23 of the school year. Exceptions to this rule may be made if the sending and
24 receiving principals agree that an administrative placement during the school
25 year is in the best interest of the student and when approved by the
26 Superintendent.
27

28 Retention of exceptional students shall be limited to one year in the
29 elementary school grades unless otherwise determined by a Quality
30 Individual Education Planning (IEP) team. *Amended 7/21/98*
31

32 (4) Attendance
33

34 All exceptional students will follow regular education attendance
35 procedures. Elementary students enrolled in the Gifted pull-out program are
36 classified in attendance and should not be counted as absent. Classroom
37 assignments are given by the Gifted teacher. Students should not be
38 required to make-up the work missed in the regular class.
39

40 B. Middle Schools
41

42 Exceptionalities include: Educable Mentally Handicapped, Trainable Mentally
43 Handicapped, Profoundly Mentally Handicapped, Speech and/or Language
44 Impaired, Deaf or Hard of Hearing, Visually Impaired, Physically Impaired,
45 Emotionally Handicapped, Severely Emotionally Disturbed, Specific Learning
46 Disabled, Gifted, Homebound or Hospitalized, Dual Sensory Impaired, Autistic
47 *Amended 7/23/91 & 7/21/98*
48

49 (1) Curriculum
50

51 The curricular approach for middle school Varying Exceptionalities, Emotionally
52 Handicapped/Severely Emotionally Disturbed (EH/SED), and Educable Mentally
53 Handicapped shall be a regular education curriculum that follows the Florida

1 Sunshine State Standards with appropriate modifications. Direct Instruction
2 (Corrective Reading), Precision Teaching and the Kansas Learning Strategies
3 model are the instructional approaches to be utilized to enhance curriculum
4 acquisition. Moderately and severely disabled students will be taught from the
5 Duval County Curriculum. *Adopted 6/30/92 & Amended 6/27/95 & 7/21/98*
6

7 (2) Promotion
8

9 Students enrolled in exceptional student programs shall be promoted on the
10 basis of the acquisition of skills in accordance with the student's Individual
11 Education Plan and the mastery of Revised Performance Standards for each
12 exceptionality. The Revised Performance Standards for the assigned
13 exceptionality will be used to document the progress of the student by the
14 exceptional education teacher. Documentation of standards must start when
15 the student is initially placed into an exceptional student education program.
16 *Amended 6/28/94, 6/27/95 & 7/21/98*
17

18 Mastery of the standards shall be determined by the teacher utilizing the
19 evaluation modes specified in the Individual Education Plan.
20

21 (3) Retention
22

23 Students who do not meet promotion requirements may be administratively
24 placed in the next grade level by the principal. When a student is being
25 considered for administrative placement which involves attendance at
26 another school (for example, from elementary to middle school or middle
27 school to high school) such placements shall be made only at the beginning
28 of the school year. Exceptions to this rule may be made if the sending and
29 receiving principals agree that an administrative placement during the school
30 year is in the best interest of the student and when approved by the
31 Superintendent.
32

33 Retention of exceptional students shall be limited to one year in the middle
34 school grades unless otherwise determined by a Quality Individual
35 Educational Planning (IEP) team. *Amended 7/21/98*
36

37 (4) Attendance
38

39 All exceptional students will follow regular education attendance
40 procedures. *Amended 7/21/98*
41

42 C. High School Graduation Requirements
43

44 Modifications to basic and vocational courses as provided by SBR 6A-6.0312 are
45 allowable for all exceptional students to meet the requirements for a regular or
46 special diploma as follows:
47

- 48 (1) Modifications to basic courses shall not include modifications to the
49 curriculum frameworks or student performance standards. When
50 modifying vocational courses, the particular outcomes and student
51 performance standards which a student must master to earn credit must be
52 specified on the student's Individual Education Plan. *Amended 7/21/98*
53

1 Modifications may include any of the following:

- 2
- 3 (a) The instructional time may be increased or decreased.
- 4
- 5 (b) Instructional methodology may be varied.
- 6
- 7 (c) Special communications systems may be used by the teacher or
- 8 student.
- 9
- 10 (d) Classroom and district test administration procedures and other
- 11 evaluation procedures may be modified to accommodate the
- 12 student's handicap.

13

14 (2) Regular Diploma

15

16 (a) Requirements

17

18 To meet the requirements for a regular high school diploma, an

19 exceptional student shall take academic courses in the mainstream in

20 accordance with the student's Individual Education Plan. Students

21 who are classified as Deaf or Hard of Hearing, Emotionally

22 Handicapped or Severely Emotionally Disturbed may complete any

23 basic or vocational course applicable to a regular diploma if the

24 course is taught by the exceptional student teacher and if the course

25 content, standards, and student outcome and other requirements are

26 equivalent to that of the regular education course. Exceptional

27 students may have regular academic course modifications as outlined

28 in VIII C-2. *Amended 7/23/91 & 7/21/98*

29

30 Any students classified as Educable Mentally Handicapped,

31 Trainable Mentally Handicapped, Profoundly Mentally

32 Handicapped, Deaf or Hard of Hearing, Severely Emotional

33 Disturbed, Specific Learning Disabled, Physically Impaired,

34 Visually Impaired, Autistic or Emotionally Handicapped may be

35 awarded a regular diploma if they meet the requirements established

36 in School Board Rule, Appendix B, Pupil Progression Plan,

37 Section IV B. *Amended 6/27/95, 8/6/96 & 7/21/98*

38

39 (b) Attendance

40

41 Meet attendance requirements.

42

43 (c) Curriculum

44

45 The curricular approach for high school Varying Exceptionalities,

46 Emotionally Handicapped or Severely Emotionally Disturbed and

47 Educable Mentally Handicapped shall be a regular education

48 curriculum that follows the Florida Sunshine State Standards with

49 appropriate modifications. The Kansas Learning Strategies model,

50 Direct Instruction and Precision Teaching are the instructional

51 approaches to be utilized to enhance curriculum acquisition.

52 *Adopted 7/21/97*

53

1 (3) Special Diploma Option I Revised 7/23/91 & Amended 6/27/95 & 7/21/98

2
3 (a) Requirements

4
5 Any student classified as Educable Mentally Handicapped, Trainable
6 Mentally Handicapped, Profoundly Mentally Handicapped, Deaf or
7 Hard of Hearing, Severely Emotionally Disturbed, Specific
8 Learning Disabled, Physically Impaired, Autistic or Emotionally
9 Handicapped may be awarded a special diploma if the following
10 requirements are met:

11
12 1. Complete course requirements as outlined below

13
14 Language Arts - Three (3) credits
15
16 Mathematics - Three (3) credits
17
18 Social Studies - Two (2) credits
19
20 Science - One (1) credit
21
22 Physical Education - One (1) credit
23
24 Life Management Skills - One Half (1/2) credit
25
26 Employability Skills - One Half (1/2) credit
27
28 Electives (Vocational,
29 practical arts, OJT, etc.) - Eleven (11) credits

30
31 Total: 22 Credits (11 required, 11 elective)

32
33 2. Students must have a 2.0 Grade Point Average (GPA) to be
34 eligible for a special diploma.

35
36 3. Attendance

37
38 Meet attendance requirements.

39
40 4. Any exceptional student excluding Visually Impaired who
41 has acquired appropriate credits for a regular high school
42 diploma but did not pass the High School Competency Test
43 (HSCT) can be issued a Special Diploma Option 1.

44
45 (b) Curriculum

46
47 The curricular approach for high school exceptional students shall
48 follow the Florida Sunshine State Standards for Special Diploma
49 Option 1. Moderately and severely disabled students will be taught
50 from the Duval County Curriculum.

51 Note: Visually Impaired students are not eligible for a special
52 diploma at this time. Amended 6/27/95

53
54 Auth: 6A-1.095, FAC

1 (4) Special Diploma Option 2

2
3 (a) Requirements

4
5 In accordance with Rule 6A-1.0996, FAC, exceptional students
6 who demonstrate mastery of specified employment and community
7 competencies may graduate with more or less than four years of
8 attendance in grades 9-12. *Amended 6/27/95 & 7/21/98*

9
10 1. Complete the course requirements as outlined below

11 Language Arts - Two (2) credits

12 Mathematics - Two (2) credits

13 Electives (Vocational,
14 Practical Arts, OJT, etc.) - Seven (7) credits

15 Total: 11 Credits (4 required, 7 elective)

16 This can be modified only by specific permission
17 from the Director of Exceptional Student Education.

18
19 2. The student shall satisfactorily demonstrate employment and
20 community based competencies while employed full-time at
21 least 25 hours per week in a community based job for a
22 minimum of one semester, unless the student is placed in
23 supported competitive employment. In this case, the student
24 must be employed for at least 20 hours per week, for the
25 equivalent of one semester.

26
27 3. The student shall be at least sixteen (16) years of age to be
28 considered for this option, and shall be at least eighteen (18)
29 years of age to graduate.

30
31 4. The student's individual education plan shall include a
32 transition plan containing annual goals and short-term
33 objectives related to the employment and community
34 competencies. *Amended 6/27/95*

35
36 5. A training plan shall be developed and signed by the student,
37 parent, teacher, and employer. The plan shall identify the
38 job specific employment and related community
39 competencies, the criteria for determining and certifying
40 mastery of the competencies, the work schedule and the
41 minimum number of hours to be worked per week, a
42 description of the supervision to be provided by the school
43 district staff, and any special considerations.

44
45 *Amended 6/27/95*

46
47 (b) Curriculum *Amended 7/21/98*

48
49 All exceptional education students will also be monitored on the
50 Revised Performance Standards for Exceptional Students.
51
52
53

1
2 The Revised Performance Standard Tracking Form should be used
3 for students to evaluate the student's progress each year. Mastery of
4 the standards shall be determined by each teacher utilizing the
5 evaluation modes specified in the Individual Education Plan.
6 Mastery is not required for students who meet the criteria for Special
7 Diploma Option 2. *Amended 6/27/95*
8

9 (c) Student must have a 2.0 Grade Point Average (GPA) to be eligible
10 for a special diploma.

11 (d) Attendance

12 Meet attendance requirements.

13
14
15
16 (5) Certificate of Completion *Adopted 6/27/95*

17
18 Any exceptional student who has acquired appropriate credits for a high
19 school diploma, but did not pass the High School Competency Test, shall
20 be issued a Certificate of Completion.

21
22 (6) Special Certificate of Completion *Amended 6/27/95 & 7/21/98*

23
24 Any Educable Mentally Handicapped, Trainable Mentally Handicapped,
25 Profoundly Mentally Handicapped, Deaf or Hard of Hearing, Severely
26 Emotionally Disturbed, Autistic, Specific Learning Disabled, or Physically
27 Impaired student whose ability to communicate orally or in writing is
28 seriously impaired, or Emotionally Handicapped student who meets all
29 graduation requirements for his exceptionality, but is unable to meet
30 appropriate special minimum standards, shall be awarded a special
31 certificate of completion.

32
33 (7) Changing Diploma Options *Adopted 6/27/95*

34
35 To ensure that students may select and move between the Special Diploma
36 options, and between courses of study leading to Standard and Special
37 Diplomas, credits and performance standards will be reviewed and student
38 course schedules will be developed to meet the requirements of the option
39 selected.

40
41 (8) Transfers

42
43 Any exceptional student transferring into the Osceola School District and
44 determined eligible for a special diploma shall be eligible to graduate based
45 upon the requirements of the school district from which he or she is
46 transferring.

47
48 **IX. Drop-Out Prevention and Retention Program**

49
50 A comprehensive Drop-Out Prevention and Retention Plan is submitted to the State
51 and reviewed on an annual basis. The individual programs in this plan are designed
52 to meet the needs of high risk students and offer them special opportunities to earn
53 credit towards graduation or promotion.

1
2 **X. Placement and Promotion in the High School Vocational Program**
3 *Adopted 6/30/92*

4
5 **A. Program Descriptions** *Revised 7/2/96*

6
7 All Osceola County District public high school vocational programs follow the
8 Florida Department of Education frameworks and student performance standards.
9 Copies of these frameworks and student performance standards are available for
10 review in the office of the Director of the Technical and Adult Department. Any
11 vocational course from a vocational program listed below may be taken to satisfy
12 the 1/2 credit practical arts graduation requirement.

13
14 **(1) Agribusiness and Natural Resources Education**

15
16 (a) Students are encouraged to start any agriculture program in the ninth
17 grade by enrolling in Fundamentals of Agriscience; however,
18 students may enroll in any grade. Depending on a student's interest
19 and program availability, high school students may enroll in
20 Landscape Operations, Environmental Horticulture, Animal Science,
21 or Agritechnology. Tech Prep students are eligible for three (3)
22 semester hours of credit at Valencia Community College.
23 *Amended 9/17/96*

24
25 (b) Graduating students who successfully complete any of the
26 agriculture programs are program completers. Junior and seniors
27 are eligible for Agriculture Cooperative Education. To be eligible
28 for Agriculture Cooperative Education, a student must be currently
29 enrolled in a job preparatory agriculture program.

30
31 (c) Future Farmers of America is the approved vocational student
32 organization (VSO) for agriculture students. Middle school students
33 are eligible for membership.

34
35 **(2) Business Technology Education**

36
37 (a) Business Technology Education programs listed in the Florida
38 Course Code Directory are provided for Osceola County business
39 technology students. The programs are designed to allow students
40 with varying occupational interests to complete programs ranging
41 from two (2) to six (6) credits. Tech Prep students are eligible for
42 up to six (6) semester hours of credit at Valencia Community
43 College.

44
45 (b) Business Systems Technology 1 and Business Systems Technology
46 2 comprise a sequential two-credit core for completers in all the
47 business technology education programs. Computer and Business
48 Skills (8200330) along with Keyboarding and Business Skills
49 (8200320) is equivalent to Business Systems and Technology 1
50 (8209020). Students should complete Keyboarding and Business
51 Skills before enrolling in computer and Business skills.
52 *Amended 6/15/99*

- 1 (c) High School (dual enrollment) credit is available to middle school
 2 students in Business Technology Education programs. Students
 3 who successfully complete one or more credits in Business
 4 Keyboarding (8200110), Computer Applications in Business 1
 5 (8200220), Computer Applications in Business 2 (8200210) and/or
 6 Business Systems and Technology I (8209020) are eligible.
 7 *Amended 6/15/99*
 8
- 9 (d) An option available to juniors and seniors in business technology
 10 education is Business Cooperative Education (BCE), which
 11 combines related classroom instruction with supervised on-the-job
 12 training (OJT) in a business or office occupation. OJT hours will
 13 vary. OJT students perform tasks outlined in their individual job
 14 training plan which is signed by the BCE coordinator, the employer,
 15 and the student. Any business technology education course may be
 16 used for BCE classroom instruction. The objective of BCE OJT is
 17 to reinforce and complement related in-school instruction in the
 18 business education job preparatory programs.
 19
- 20 (e) Future Business Leaders of America (FBLA), the approved
 21 secondary vocational student organization, is an integral part of the
 22 curriculum for all secondary business technology education
 23 programs. Middle school students are eligible for membership.
 24

25 (3) Diversified Education

- 26
- 27 (a) Students are encouraged to start this vocational program in the
 28 eleventh grade by enrolling in Diversified Career Technology
 29 Principles and DCT On-the-Job Training (OJT); however, seniors
 30 may enroll in Diversified Career Technology Principles and DCT
 31 OJT. As a part of this program, students learn selected occupational
 32 competencies through employment-related instruction in school and
 33 concurrent, paid, supervised on-the-job training. Second year
 34 students enroll in Diversified Career Technology Applications and
 35 DCT OJT. Seniors who successfully complete Diversified Career
 36 Technology Applications and DCT OJT are program completers.
 37 *Amended 6/15/99*
 38
- 39 (b) Part of the DCT curriculum is met through participation in
 40 Cooperative Education Clubs of Florida (CECF). This approved
 41 VSO is an integral part of the curriculum.
 42

43 (4) Health Science Education *Amended 9/17/96*

- 44
- 45 (a) Students may enroll in the health science vocational job preparatory
 46 Health Careers program in grades 11 or 12. Ninth and tenth grade
 47 students may enroll in Medical Skills and Services which is also
 48 open to students in grades 11 and 12. Medical Skills and Service is
 49 usually a year-long course. Tech Prep students are eligible for up to
 50 six (6) semester hours of credit at Valencia Community College.
 51
- 52 (b) Eleventh grade students should enroll in Health Careers for two
 53 periods a day; as seniors they should enroll in one period of Health

1 Science Education course plus up to two additional periods of
2 Health Science Education Cooperative Education - On-the-Job
3 Training (OJT). Any student who first enters the Health Careers
4 Program as a senior should enroll for three periods a day to be a
5 program completer and achieve certification in one of several entry-
6 level health careers. Students completing the nursing assistant
7 competencies will be eligible to sit for the state exam.

8
9 (c) Health Science Education Cooperative Education. OJT is available
10 to those Health Occupations Education students who are
11 concurrently enrolled in a Health Science Education Program and
12 have the instructor's approval.

13
14 (d) Health Science Education Students Association. The approved
15 vocational student organization for health occupations students is an
16 integral part of the curriculum.

17
18 (5) Family and Consumer Sciences

19
20 (a) A variety of Family and Consumer Sciences courses is offered and
21 may be taken as elective credit or to fulfill the practical arts
22 requirements. No more than three (3) credits in Practical Arts
23 Family and Consumer Sciences may be granted toward high school
24 graduation requirements. Completers of the Early Childhood
25 program are eligible for three or four semester hours of credit at
26 Valencia Community College.

27
28 (b) Future Homemakers Association/Home Economics Related
29 Occupations (FHA/HERO), the approved vocational student
30 organization, is an integral part of the curriculum for all Family and
31 Consumer Sciences programs. FHA/HERO is also available for
32 middle school students.

33
34 (6) Industrial Education

35
36 (a) Students are encouraged to start Industrial Education (IE) programs
37 in the tenth grade by enrolling in Level 1 for one period. Second
38 year students enroll in Levels 2 and 3 for two periods; third year
39 students enroll in Levels 4, 5, and 6 for up to three periods.
40 Cosmetology, an eight-credit program, requires summer enrollment
41 to complete. Tech Prep students are eligible for three semester hours
42 of credit at Valencia Community College.

43
44 (b) Students may also begin any IE program in their junior or senior
45 year and complete the program at Mid Florida Tech or Technical
46 Educational Center of Osceola.

47
48 (c) Freshmen may enroll in IE classes.

49
50 (d) An option available to juniors and seniors in IE is Industrial
51 Cooperative Education (ICE), which combines related classroom
52 instruction with supervised on-the-job training (OJT).

53
54 (e) Vocational Industrial Clubs of America (VICA) is the approved
55 vocational student organization for IE students.

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(7) Marketing Education

- (a) It is preferred that students start this vocational program in the tenth grade by enrolling in Marketing Essentials. Eleventh grade students may be enrolled in Application and OJT for up to two periods per day. The job must be directly related to the student's career choice in the marketing field. Twelfth grade students enroll in Marketing Management and Marketing Education OJT. Tech Prep students are eligible for up to three semester hours of credit at Valencia Community College. The Academy of Travel and Tourism students are eligible for up to fourteen semester hours of credit in dual enrollment at Valencia Community College. *Amended 9/17/96*
- (b) Part of the marketing education curriculum is met through participation in Distributive Education Clubs of America (DECA). This approved vocational student organization is an integral part of the program.

(8) Public Service Education

- (a) The Paraprofessional Teacher Aide program is available to juniors and seniors only. A student may earn a maximum of three credits in this program. One day a week the student must report to the Public Service teacher who coordinates the program. There are specific student performance standards that must be taught and evaluated in order for the student to earn credit in the class. Four days a week the student reports to his or her particular assignment. The coordinator will visit the student on the site at least once per grading period. *Amended 6/15/99*
- (b) Criminal Justice Operations, and Principles of Public Service are taught by the School Resource Officer (SRO) at each high school. Tech Prep students are eligible for up to six semester hours of credit at Valencia Community College. *Amended 9/17/96 & 6/15/99*
- (c) The Florida Association of Public Service Students (FLAPSS) is the approved vocational student organization for Public Service students. *Adopted 6/29/93*

(9) Technology Education

Technology Education classes are offered at Osceola middle schools and may be offered at the high schools. *Amended 6/15/99*

B. Definition of a Completer

In order to be classified as a vocational program completer, a student must complete all student performance standards and should earn the required number of credits. If a student has mastered all student performance standards, he/she is a completer even if he/she has not completed the courses. Osceola County student may complete their programs in high school or continue with an articulated

1 postsecondary program at a vocational postsecondary center. All vocational
2 completers are included in the district's annual follow-up student survey after they
3 graduate from high school. *Amended 7/2/96*
4

5
6 **XI. Technical Education Center of Osceola County (TECO) and**
7 **Community High School**
8

9 A. Placement and Promotion of Secondary Students at the Technical Education Center
10 of Osceola (TECO) *Amended 7/29/97*
11

12 Under certain conditions, secondary students may be placed at the Technical
13 Education Center of Osceola (TECO) as their high school site. *Adopted 6/30/92*
14

15 (1) Dual Enrollment/Co-Enrollment at TECO: Students will have the
16 opportunity to attend TECO as a second school vocational placement for
17 part of the school day provided the following conditions exist:
18

19 (a) The student is at least 16.

20 (b) The vocational program is not offered at the zoned high school.

21 (c) The student exhibits the maturity to handle the adult setting.
22

23 Students must provide their own transportation.
24

25 Placement at TECO will occur only at the beginning of a semester; students
26 will remain for the entire semester.
27

28 All final exams in the vocational program will be comprehensive.
29

30 (2) High School Program: TECO may offer a comprehensive grade ten (10)
31 through grade twelve (12) program in accordance with sections I through VI
32 above. *Adopted 6/15/99*
33

34 (3) Exceptional Students Education students: ESE special diploma seeking
35 students participate in a program at TECO based on the recommendation of
36 the staffing committee. Placement at TECO will occur only at the beginning
37 of a semester; students will remain for the entire semester. Placement at the
38 center must be reflected in the student's IEP. *Amended 6/27/95 & 7/29/97*
39
40

41
42 B. Placement in Postsecondary Adult and Vocational Institutions
43

44 (1) Technical Education Center of Osceola
45 501 Simpson Road
46 Kissimmee, FL 34744
47

48 (2) Community High School
49 705 Simpson Road
50 Kissimmee, FL 34744
51

52 (3) Enrollment Eligibility *Amended 6/27/95 & 7/29/97*
53

1 Both schools accept for enrollment those adults 16 years of age or older,
2 regardless of race, religion, handicap or national origin, and:
3

- 4 (a) Request, but do not require a social security number;
5
6 (b) Require proof of residency such as a Florida Driver License, Florida
7 I.D., voter registration card, Declaration of Domicile, or a sworn
8 statement and notarized affidavit which is obtained from the center,
9 if none of the previous is available;
10
11 (c) Require test prerequisites for some programs.
12

13 All vocational programs have state-mandated mathematics and
14 reading achievement standards. Achievement of these standards
15 must be documented prior to a student's program completion.
16

17 (4) Transfer Students *Amended 7/29/97*
18

19 Transfer students from other institutions are accepted. These students are
20 placed in vocational or adult programs based on (1) results of written and/or
21 performance tests or evaluations of transcripts or (2) in compliance with
22 articulation agreements.
23

24 C. Types of Programs offered at TECO *Amended 6/27/95*
25

26 TECO offers a variety of vocational programs. All programs are based on Florida
27 Department of Education frameworks and student performance standards. All
28 programs have an advisory council that makes recommendations to the center's
29 administration regarding the curriculum, facilities, equipment, etc. *Amended*
30 *7/2/96*
31

32 (1) Adult Supplementary Vocational Education
33

34 Programs will be offered to enable persons who are or have been employed
35 in a specific occupation to upgrade their competencies, to maintain stability,
36 and to advance in or re-enter the specific occupation in which the person
37 was employed or is currently employed. Fee structure will be based on state
38 or course requirements.
39

40 (2) Adult Vocational Preparatory Program
41

42 Programs providing instruction in competencies that are realistic in terms of
43 actual or anticipated opportunities for employment which are suited to
44 individual needs, interests and abilities to (1) prepare persons for effective
45 entry level performance in skilled and technical level occupations; (2) enable
46 persons who are or have been employed in an occupational field or as a
47 homemaker to upgrade competencies to maintain stability, advance or re-
48 enter employment.
49

50 (3) Completion
51

52 Completion is based on mastery of all competencies identified by the state
53 curriculum frameworks and student performance standards. In addition,

1 prior to program completion, students must meet minimum reading and
2 mathematics achievement requirements determined by the Florida
3 Department of Education.

4
5 (4) Job Placement

6
7 While no school can guarantee placement, TECO has a professional staff to
8 assist currently enrolled students and graduates in securing employment
9 related to the training provided. Follow-up studies are conducted annually
10 to verify placement. In order to be in compliance with Florida Statutes,
11 each vocational program must have 70 percent of its graduates successfully
12 placed.

13
14 D. Community High School Programs:

- 15
16 (1) Adult Literacy, Grade Levels 0-3.9, - a program providing individualized
17 basic reading and writing skills;
18
19 (2) ESOL (English for Speakers of Other Languages), Levels I-III;
20
21 (3) Adult Basic Education, Grade Levels 4-8.9;
22
23 (4) GED Preparation, Grade Levels 9-11.9 with preparation for GED testing in
24 the five areas of writing, social studies, science, literature and the arts, and
25 mathematics.

26
27 The minimum age for testing is 18.

28
29 The State and National fee schedule is applied.

30
31 GED candidates are post-tested and, upon recommendation of the
32 instructor, scheduled for the GED examination.

33
34 Any student who is 16 or 17 years of age must meet with a counselor and a
35 parent or guardian to review the special petition process, complete the
36 Special Exception Petition (FC-370-0619), and review requirements such as
37 mandatory attendance. *Amended 7/29/97*

38
39 All students are advised to complete the Test of Adult Basic Education
40 (TABE) and the Practice GED Test. Under the following extraordinary
41 circumstances, students may take the GED Test before reaching the
42 age of 18: *Amended 7/29/97*

- 43
44 (a) Court-ordered;
45
46 (b) Economically disadvantaged (must meet federal income guidelines);
47
48 (c) Previously or currently enrolled in an Alternative Program;
49
50 (d) Pregnancy;
51
52 (e) Teen Parent;
53

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- (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 successfully complete two (2) credits even though they may transfer in all required credits. Excluded from the two-credit requirement are those students meeting requirements set forth in SBR 6A-5.

The HSCT must be passed in order to receive an Adult High School Diploma. *Amended 6/29/93*

1 (2) Adult Special Diploma *Adopted 7/2/96*

2
3 Any adult student who is twenty-one (21) or older and classified as
4 educable mentally handicapped, trainable mentally handicapped, profoundly
5 mentally handicapped, hearing impaired, deaf, specific learning disabled,
6 physically impaired, visually impaired, blind, autistic or emotionally
7 handicapped may be awarded an adult special diploma if the following
8 requirements are met:
9

10 (a) Complete course requirements as outlined below:

11 Option 1

12		
13		
14	Language Arts *	Three (3) credits
15		
16	Mathematics *	Three (3) credits
17		
18	Social Studies *	Two (2) credits
19		
20	Science *	One (1) credit
21		
22	Life Management Skills	One Half 1/2 credit
23		
24	Employability Skills	One Half 1/2 credit
25		
26	Electives (vocational, 27 practical arts, OJT, etc.)	Twelve (12) credits
28		

29 Note: Courses listed in Section 4 of the Florida Department of
30 Education Course Code Directory for Exceptional Student Education
31 Senior High and Adult which are identified as Comprehensive
32 should be used to meet credit requirements for Adult Special
33 Diploma in the areas of Language Arts, Mathematics, Social Studies
34 and Science.

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
- 42 1. The student shall satisfactorily complete the equivalent of
43 eleven (11) credits which must include two credits in
44 Mathematics and two credits in Language Arts.
45 *Amended 7/29/97*
 - 46 2. The student shall satisfactorily demonstrate employment and
47 community-based competencies while employed full-time or
48 at least 25 hours per week in a community-based job for a
49 minimum of one semester (18 weeks), unless the student is
50 placed in supported competitive employment. In this case,
51 the student must be employed at least twenty (20) hours per
52 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.

Appendix C

Bylaws of the School Board



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Bylaws of the Board

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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 (1) The School Board shall annually review School Advisory Councils which
- 52 shall be broadly representative of the community and which shall include the
- 53
- 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
5 The School Board shall conduct regular meetings, special meetings
6 and all conferences as public meetings with news media notified of
7 such meetings. Time, date and place of such meeting will be
8 included in news media notification.

9
10 b. Executive Sessions: *Amended 6/17/97*

11
12 (1) Executive sessions may be held ~~only~~ for the purpose of
13 discussing the status of negotiations between labor
14 organizations and the Superintendent and his designee ~~to~~ and
15 instructing the Superintendent as to the School Board's
16 desires in such negotiations.

17
18 (2) Pending Litigation. In accordance with the procedural
19 requirements of the Florida Statutes, the Board may hold an
20 Executive Session with the Superintendent and the Board's
21 attorney to discuss pending litigation to which the Board is
22 presently a party before a court or administrative agency.
23 The subject matter of the meeting shall be confined to
24 settlement negotiations or strategy sessions related to
25 litigation expenditures. The Executive Session shall be
26 recorded by a certified court reporter. The Superintendent
27 shall give reasonable public notice of the time and date of the
28 Executive Session and the names of persons who will be
29 attending that session. The Executive Session shall
30 commence at an open meeting at which the Chairman shall
31 announce the commencement and estimated length of the
32 Executive Session and the names of the persons attending.
33 At the conclusion of the Executive Session, the meeting shall
34 be reopened and the Chairman shall announce the
35 termination of the Session. The transcript of the meeting is
36 made part of the public record upon conclusion of the
37 litigation.

38
39 c. Construction of Agenda/Advance Delivery of Meeting Materials
40 *Amended 6/17/97*

41
42 1. The Superintendent shall prepare an agenda prior to each
43 regular School Board meeting, special meeting, public
44 hearing and workshop. The preparation of the agenda shall
45 be in cooperation with the Board and the Superintendent
46 shall make it available for distribution upon the request of
47 any interested persons.

48
49 2. The Superintendent will make the supporting documentation
50 available to each School Board member at least ninety-six
51 (96) hours prior to each meeting, whenever practicable.

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53 3. In connection with preparation of the agenda for each regular
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meeting of the School Board, the Superintendent shall 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.

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(6) Order of Business *Amended 6/29/93 & 6/17/97*

The School Board's business will usually be transacted in the order outlined below. The Order of Business at any particular meeting may be altered by the Chairman if no board member objects.

- I. Meeting Openings
 - A. Call to Order
 - B. Invocation
 - C. Pledge of Allegiance
 - D. Mission Statement
- II. Public Hearings
- III. Presentations
- IV. Agenda Modifications
- V. Consent Agenda
- VI. Items Removed from Consent Agenda for Special Consideration
- VII. Public Comment (Regular and/or Special Meetings)
- VIII. Administrative Services
- IX. Business and Fiscal Services
- X. School Operations and Human Resources
- XI. Curriculum and Instructional Services
- XII. Superintendent's Recommendations
- XIII. Old Business (List)
- XIV. New Business
 - A. New Items Introduced by the Superintendent
 - B. New Items Introduced by School Board Members.
- XV. Board Member Comments and Committee Reports
- XVI. Information and Announcements
- XVII. Advance Planning
 - A. Future Meeting Dates.
 - B.
- XVIII. Adjournment

(7) Parliamentary Procedure - Robert's Rules of Order

- a. The School Board of Osceola County adopts the most current edition of Robert's Rules of Order, Newly Revised, as the operating procedure for the School Board. Whenever Robert's Rules of Order, Newly Revised conflicts with these bylaws, the bylaws of the School Board, or if applicable, the Florida Statutes or other rules

1 governing the Board, shall control. Each Board member shall be
2 provided with a copy of Robert's Rules to be used for their term on
3 the Board.

- 4
5 b. It is recognized that Robert's Rules may be impractical to apply
6 verbatim or literally to every parliamentary question that may arise in
7 the course of the Board's proceedings. Questions of applicability or
8 interpretation of Robert's Rules shall be referred to the Board
9 Attorney for his opinion, however it shall always be prerogative of
10 the Chairman to rule on such questions as he believes to be correct
11 or proper for this Board, subject only to the right of any two (2)
12 Board members to take an "appeal" from such ruling.

13
14 (8) Minutes

15
16 The minutes of the meetings of the School Board shall include the
17 following:

- 18
19 a. Classification (regular, adjourned or special), date and place of
20 meeting
21
22 b. Call to order stating time, person presiding and his office
23
24 c. Record Board members present and absent
25
26 d. Notation of the presence or absence of the Superintendent
27
28 e. Record of any corrections to the minutes of the previous meetings
29 and the action approving them
30
31 f. All main motions (except withdrawn motions), points of order and
32 appeals, whether sustained or lost
33
34 g. All other motions that were not withdrawn
35
36 h. Record of all petitions of citizens
37
38 i. Record of all matters on which the School Board takes action and
39 the vote of each School Board member thereon
40
41 j. Notation of the times of recesses
42
43 k. Hour of adjournment
44
45 l. Signature of the Secretary and Chairman

46
47 (9) Recording of Votes

48
49 Each member's vote shall be recorded, and with the approval of the other
50 members he may also append at that time a statement indicating the reason
51 for his vote.
52
53
54

1 a. Recording of Statements

2
3 An individual statement by a School Board member, which exceeds
4 fifty (50) words, may be included as an attachment to the minutes at
5 the School Board member's request, provided however, that a
6 written copy of the statement is submitted.
7

8 b. Electronic Recording

9
10 All regular and special public meetings of the Board shall also be
11 recorded electronically and the tape or other medium preserved by
12 the Board Clerk. An additional copy of such recordings shall be kept
13 readily accessible for use by Board Members, staff and the public at
14 the District Media Center.
15

16 **Q. Access to School Board Records**

17
18 (1) Fees for Document Copies

19
20 Copies of items requested by the general public, due to the cost involved,
21 shall be priced at the cost of production. Each person making the request
22 shall remunerate the School Board for the actual cost in each case.
23

24 (2) Distribution of Board Meeting Agendas by Mail

25
26 a. When the agenda for each School Board meeting has been
27 completed by the Superintendent and is ready for distribution,
28 additional copies will be reproduced and made available to interested
29 citizens who may receive them at the District School Offices, 817
30 Bill Beck Boulevard, Kissimmee, Florida, until the supply is
31 exhausted.
32

33 b. Any citizen who desires a copy of the School Board meeting agenda
34 mailed to him may arrange this service by contacting the office of the
35 Superintendent. Mailing fees will be charged.
36

37 c. Nothing contained in the foregoing shall operate to deprive a citizen
38 of his right to inspect and examine public records as provided in
39 Florida's Public Records Act.
40

41 (3) Public Access to Minutes

42
43 The approved minutes of the School Board shall be shown to the public
44 upon request in the presence of the Superintendent or his delegate,
45 provided, however, that records shall not be removed from the
46 Administration Building of the school system, except by vote of the School
47 Board.
48

49 **R. Membership in Associations**

50
51 Recognizing the value of the Florida School Boards Association as both political
52 and legal representatives of school boards, and realizing that in times of changing
53 laws, curriculums, and methods of operation that school boards must be kept
54 abreast, the School Board wishes to maintain its membership in the Florida School

1 Boards Association. In addition, the School Board may hold membership in such
2 other school board associations as may exist, and shall look upon such membership
3 as an opportunity for growth in School Board service.
4

5 **S. Monitoring Products and Processes**

- 6
7 (1) The School Board directs the Superintendent, in cooperation with the school
8 staff, student body, parents, and any other interested persons or groups, to
9 establish and maintain a comprehensive accountability plan and set of
10 procedures for the school system.
11
12 (2) The plan shall provide for regular, scheduled reports to the School Board on
13 students, school level professionals, and staff development in academic
14 vocational and general behavioral pursuits in relation to professional and
15 School Board adopted instructional goals.
16
17 (3) The School Board accepts the responsibility for and will provide for
18 monitoring for its own operations.
19

20 **T. Administrative Positions**

21 The Board will not take action on new administrative positions or administrative
22 nominations for at least one (1) week, seven (7) calendar days after being
23 announced by the Superintendent. This can be waived by a four-fifths vote of the
24 Board. Board members and news media will be notified in writing.
25

