

*The
School Board
Rules
of
Osceola County,
Florida*

2000-2001 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 and May 2, 2000. On June 27, 2000, the annual review was completed and amendments to the Rules were adopted.

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

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

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

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Chapter 1

District School System

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1 **1.0 THE DISTRICT SCHOOL SYSTEM**

2

3 **1.1 DISTRICT UNIT**

4

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

10

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

12

13 **1.2 CONTROL - ORGANIZATION - ADMINISTRATION**

14

15 **1.2.1. School Board**

16

17 **A. Responsibility - Qualifications**

18

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

27

28 **B. Organization**

29

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

36

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

39

40 **C. Duties of the Chairman**

41

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

1
2 D. General Powers and Duties of the Board
3

4 In addition to the general powers and duties of the Board as provided by
5 Law, including, but not limited to, Sections 230.22 and 230.23 Florida
6 Statutes, the Board shall:
7

- 8 (1) Establish the school calendar showing the opening and closing
9 dates. Approve and designate the school holidays and vacation
10 periods to be observed during the year as required by Section
11 230.23(4)(f)(g), F.S.
12
- 13 (2) Establish and maintain public evening schools as authorized by
14 Section 230.23, subsection (4)(i), Florida Statutes.
15
- 16 (3) Appoint members of the Professional Development Center Council.
17 *Amended 6/17/97*
18
19 Auth. 230.22, 231.600 FS
20
- 21 (4) Establish a School Advisory Council, as provided in Section
22 230.22, subsection (l)(b), Florida Statutes, including an evaluation
23 of such Councils, and provide for their participation in the
24 preparation of the Feedback Report in accordance with Section
25 228.165, Florida Statutes. *Amended 6/30/92*
26
- 27 (5) Have the continuing authority to establish Instructional Materials
28 Council to evaluate instructional materials not previously used
29 within the District, in accordance with Section 233.34, subsection
30 (3) and Section 233.43, Florida Statutes. The functions of this
31 committee are further described in Board Rule 1.5.
32
- 33 (6) Maintain a system of planning and evaluation as required by
34 subsections 229.555 through 229.58, Florida Statutes.
35
- 36 (7) Prepare and submit annually to the Department of Education a
37 Master Plan for Inservice Training which shall include a section
38 relating to the Professional Orientation Program as outlined in SBR
39 6A-5.75 and the Inservice Institute Plan as required by SBR 6A-
40 5.76.
41
- 42 (8) Develop training programs, in cooperation with the Department of
43 Education, for teacher aides and other personnel who serve in the
44 early childhood and basic skills development program; and shall
45 provide for the periodic evaluation of all appropriate pupils in
46 grades 1 through 3 in order to identify each pupil's instructional
47 needs.

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(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.

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

E. Meetings Amended 6/17/97

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

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

(2) Emergency Meetings

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

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

a. Posting

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

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b. Responsibility

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

c. Notices Requiring Publication

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

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

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

- (1) The Superintendent shall prepare an agenda at least seven (7) days prior to each regular and special meeting, workshop or public hearing. Supporting material and information for each item on the agenda shall be included whenever possible. The Superintendent shall give notice of meetings, workshops and hearings as required by Florida law. The notice shall be posted in each facility in a place which is accessible to all personnel.
- (2) Any person desiring to have an item placed on an agenda shall submit a written request to the Superintendent no later than ten (10) days prior to the meeting date. School Board members desiring to have an item placed on an agenda shall submit a request to the Superintendent no later than seven days prior to the meeting date.
- (3) At least forty-eight hours prior to the meeting, the Superintendent shall post and advertise an amended agenda. After an agenda has been posted and advertised, change may be made only for good cause, as determined by the Chairman and stated in the official minutes. Notification of any such change shall be at the earliest practicable time. The Chairman may approve emergency items to be added to the agenda at the start of any meeting. Emergency items may only be added if the Chairman decides that good cause exists.

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- (4) Board members shall be furnished a copy of the minutes of the previous meeting prior to each meeting.
- (5) The agenda for emergency meetings shall be kept to a minimum and shall deal only with those criteria that are necessary for the immediate welfare of students and staff, or for the protection and other necessary use of School buildings, grounds, and supplies. The Board shall cooperate with such other civic, state and national groups as may be necessary to alleviate whatever suffering or harmful conditions exist.

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

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

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

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

1 The Notice of Intent shall include the section or subsection
2 of the Florida Statutes being implemented, interpreted or
3 made specific with each proposed amendment to the Board
4 Rules, whenever practicable.
5

6 (c) Workshops. The School Board may hold public workshops
7 for rule development. Public workshops must be held for
8 the purpose of rule development if the workshop is
9 requested in writing by any affected person, unless the
10 School Board explains in writing why a workshop is not
11 necessary. Notice of a rule development workshop shall be
12 made not less than fourteen days prior to the date on which
13 the workshop is scheduled to be held. The notice shall
14 indicate the subject area which will be addressed, the School
15 Board contact person, and the date, place and time of the
16 workshop. When a workshop is held, the School Board will
17 ensure that the persons responsible for preparing the
18 proposed rule are available to explain the proposal and to
19 respond to questions or comments regarding the rules being
20 developed.
21

22 (d) Public Hearing. The School Board shall schedule a public
23 hearing on a proposed adoption, amendment or repeal of
24 any rule. The Notice of Intent shall contain the time, date
25 and location of the public hearing.
26

27 (e) Modification or Withdrawal of Proposed Rules. After the
28 public hearing on a proposed rule, the modification or
29 withdrawal of the proposed rule shall be governed by
30 section 120.54(3)(d), Florida Statutes.
31

32 (f) Filing for Final Adoption. One certified copy of the
33 proposed rule, a summary of the rule, a summary of any
34 hearings held on the rule, and a detailed written statement of
35 the facts and circumstances justifying the rule shall be filed
36 in the office of the Superintendent and shall be open to the
37 public. Generally, the filing shall be made no less than
38 twenty-eight days and no more than ninety days after the
39 Notice of Intent. At the time the rule is filed, the School
40 Board shall certify that the time limitations in the APA have
41 been complied with, that all statutory rulemaking
42 requirements have been met, and that there is no
43 administrative determination pending on the rules. Rules
44 shall become effective when adopted by the School Board
45 or on a later date specified by the rule.
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(2) EMERGENCY RULES

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

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

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

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

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

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

3
4 (5) VARIANCES AND WAIVERS A variance is a decision by the
5 Board to grant a modification to all or a part of the literal
6 requirements of a School Board rule to a person who is subject to
7 that rule. A waiver is a decision by the School Board not to apply
8 all or a part of a rule to a person who is subject to the rule.
9 Procedures for variances and waivers shall be in accordance with
10 section 120.542, Florida Statutes and the Uniform Rules of
11 Procedure, when adopted. A petition for variance or waiver must
12 be made on a form which is made available by the Superintendent.
13 The initial approval or denial of a request for a variance or waiver
14 shall be made by the Superintendent within ninety days of the
15 Superintendent's receipt of the request. Procedures for the initial
16 approval or denial of the waiver or variance by the Superintendent,
17 including advertising requirements, must follow the APA and
18 Uniform Rules of Procedure.

19
20 (6) RULE CHALLENGES Challenges to the validity of a School
21 Board rule or to a proposed rule may be made in accordance with
22 the APA, specifically section 120.56, Florida Statutes.

23
24 (7) PETITION FOR DECLARATORY STATEMENT Any
25 substantially affected person may seek a declaratory statement in
26 accordance with section 120.565, Florida Statutes. The petitioner
27 seeking a declaratory statement shall state with particularity, the
28 petitioner's set of circumstances and shall specify the statutory
29 provision, rule, or order that the Petitioner believes may apply to
30 that set of circumstances.

31
32 Auth. 230.16, 230.23(1), 286.0111(9), 447.604, 120.525, FS

33
34 H. Official Minutes

35
36 The minutes, when approved by the Board, shall be signed by the Board
37 Chairman and the Superintendent. They shall then be kept as a part of the
38 public record in the office of the Superintendent.

39
40 I. Legal Counsel

41
42 Should legal services be needed, the Board may employ or retain a
43 competent attorney to render such services. A formal opinion or an
44 informal interpretation of law from the general counsel for the Department
45 of Education for administrative purposes may be requested when necessary
46 by the Superintendent or a Board member through the Director of the
47 Division of Public Schools.

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J. Appointment and Reappointment of Personnel

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

K. Collective Bargaining

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

1 L. Personnel Records

2
3 Adequate personnel records shall be established and maintained for all
4 employees. The authentication of the service and leave records of
5 instructional personnel for administrative and auditing purposes shall be in
6 accordance with State Board Regulation 6A-1.69.

7
8 All filing equipment for personnel records maintained in the district school
9 offices shall have a locking device and shall bear a certified fire protection
10 label so as to insure preservation of records against heat and smoke
11 damage in case of fire, for at least one (1) hour.

12
13 M. Board Salary - Expenses

14
15 The salary for the Board Members is established by law. In addition to the
16 salary provided, each member of the Board shall be allowed, from District
17 School Funds, reimbursement for travel and per diem expenses at the
18 maximum rate authorized by Section 112.061, Florida Statutes.

19
20 When lodging or meals are provided at a state institution, the traveler is not
21 eligible for the normal maximum allowances and may be reimbursed only
22 for actual expenses for lodging and meals, not to exceed the normal
23 maximum allowances.

24
25 For conferences, the per diem rate shall be the maximum authorized by said
26 statute. Whenever a Board member is required to incur either Class A or
27 Class B travel, on emergency notice to the member, such member may
28 request the District to pay his expenses for meals and lodging directly to
29 the vendor, and the District may pay the vendor the actual expenses for his
30 meals and lodging during the travel period, limited to an amount not to
31 exceed that authorized by current laws and State Board of Education rules.

32
33 N. Retirement

34
35 School Board members shall participate in the Florida Retirement System
36 and are eligible for Social Security through regular deductions from their
37 salaries.

38
39 In the event a School Board member is a former member of a State
40 Retirement System, that member shall have the option of continuing to
41 receive his retirement benefits and his salary as a Board member (in which
42 event only Social Security will be deducted once he has been paid \$500), or
43 he may make immediate application to the Division of Retirement in
44 Tallahassee upon his retirement to suspend his retirement benefits, have his
45 service as a Board member counted as retirement service and have his
46 retirement recomputed at a later date. Written application to the Division
47 of Retirement should include his social security number.

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1.2.2 Superintendent

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

The Superintendent shall be employed by the School Board in a written contract. In addition to the responsibilities and authority conferred upon the Superintendent under this policy, the Superintendent shall also have such authority and exercise those powers granted in the contract that appoints him as Superintendent of the School District. Further, the Superintendent shall perform such duties as may be prescribed in his contract with the School Board in addition to those duties that are specified in this policy. *Adopted 5/2/00*

Upon the resignation or termination of the Superintendent, or the expiration of the term of his contract, then, the following procedure shall apply: *Adopted 5/2/00*

- (a) The School Board shall appoint an interim Superintendent at least 30 days before the effective date of the resignation, termination or expiration of term of office, with the appointment of the interim Superintendent taking effect the first calendar day following the last day on which the former Superintendent shall occupy that position. However, in an emergency situation involving the immediate resignation or termination of the former Superintendent, the School Board may take emergency action to appoint an interim Superintendent on an immediate basis.

The interim Superintendent shall serve at the pleasure of the School Board and, unless granted a specific term of office as interim Superintendent, shall be subject to removal by School Board majority vote at any duly noticed meeting of the School Board.

- (b) After the appointment of an interim Superintendent, the School Board may appoint a search committee for the purpose of considering applicants for the position of permanent Superintendent and to make recommendations concerning the appropriate candidate or candidates for the position to the School Board. The search committee shall operate in accordance with applicable requirements of the Public Records Law and Sunshine Law. The School Board shall provide reasonable and adequate meeting space and clerical assistance to the search committee so that it may conduct its mission.

- (c) The search committee, if one is appointed by the School Board, shall meet on a regular and scheduled basis and will perform the following work:

- 1 1. Make recommendations to the School Board concerning the nature,
2 scope and extent of advertisements seeking qualified candidates to
3 apply for the position of Superintendent.
4
- 5 2. Receive, review and evaluate the applications for the position, and
6 forward to the School Board the number of top ranked applications
7 (in no particular order or ranking) that may be requested to be
8 forwarded by the School Board.
9
- 10 3. The School Board will rank the applications forwarded by the
11 search committee and will decide how many of the selected
12 applicants it will interview.
13
- 14 4. At the conclusion of the interview process, the School Board will
15 rank the applications, and will then negotiate with the first ranked
16 applicant to determine if a mutually agreeable contract for the
17 position of Superintendent may be achieved. If the negotiations
18 with the first ranked applicant fail to produce a contract, then the
19 School Board will enter negotiations with the second ranked
20 applicant, and so forth in descending order through the ranked
21 applicants until such time as the School Board enters into a
22 mutually agreeable contract with one of the top ranked applicants
23 for the position. At any point during the process, the School Board
24 may make the decision, in its absolute discretion, to terminate the
25 negotiation and interview process, and to either re-advertise for the
26 position or take such other action as it may deem in its interest to
27 appoint a Superintendent for the School District.
28

29 (d) The School Board may appoint the interim Superintendent to the
30 permanent Superintendent position, in which case it need not initiate, or, as
31 the case may be, complete the search process.
32

33 The Superintendent shall have the authority and exercise when necessary the
34 powers granted him in Section 230.32, Florida Statutes, and other applicable laws
35 and regulations. The Superintendent shall perform the duties and responsibilities
36 prescribed in Section 230.33, Florida Statutes, and other applicable laws and
37 regulations, provided that in so doing he shall advise and counsel with the School
38 Board.
39

40 In addition to the general powers and duties of the Superintendent as provided by
41 law, the Superintendent shall be the chief bargaining agent for the School Board in
42 matters of collective bargaining.
43

44 A. Child Welfare
45

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

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B. Transportation of Pupils

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

C. Courses of Study and Other Instructional Aides

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

D. Finance

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

E. Personnel

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

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

F. Records and Reports

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

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

G. School Plants

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

1
2 H. Miscellaneous
3

4 The Superintendent shall cooperate with individuals and agencies specified
5 in Section 230.33, subsections (14) through (23), Florida Statutes, in the
6 manner prescribed therein.
7

8 I. Superintendent's Salary - Expenses
9

10 The School Board shall determine the salary of the Superintendent.
11 *Amended 6/17/97*
12

13 In addition to the salary provided, the Superintendent shall be allowed
14 reimbursement from District school funds for travel and per diem expenses
15 at the maximum rates authorized by Section 112.061, Florida Statutes.
16

17 When lodging and meals are provided at a state institution, the
18 Superintendent is not eligible for the normal maximum allowances and may
19 be reimbursed only for actual expenses of lodging and meals, not to exceed
20 the normal maximum allowances. For conferences, the per diem rate shall
21 be the maximum authorized by said statute. *Amended 6/30/92*
22

23 Whenever the Superintendent is required to incur either Class A or Class B
24 travel, on emergency notice the Superintendent may request the District to
25 pay his expenses for meals and lodging directly to the vendor; and the
26 District may pay the vendor the actual expenses for his meals and lodging
27 during the travel period, limited to an amount not to exceed that authorized
28 for per diem for such period.
29

30 J. Specific Duties Delegated to the Superintendent
31

32 The following duties are specifically delegated to the Superintendent, and
33 any action taken by him in any of these matters shall appear as a part of the
34 Board minutes:
35

- 36 (1) Approve or deny requests for zone changes by students.
37
38 (2) Appoint teachers under emergency replacements, such
39 appointments to be subject to Board approval at the next meeting
40 when they can be placed on the agenda.
41
42 (3) Act on maternity, professional, illness-in-line-of-duty or personal
43 leave requests. Such leave requests shall then be subject to final
44 approval by the School Board.
45
46 (4) Approve or deny requests for the use of school buses in accordance
47 with Board policies.

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- (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 1.3 ADVISORY COMMITTEES

2
3 1.3.1 School Advisory Councils *Revised 6/29/93*

4
5 A. Pursuant to 229.58, Florida Statutes, this policy is enacted to govern the
6 election and appointment of advisory council members and certain
7 practices and procedures of the School Advisory Councils of this District.

8
9 B. School Advisory Council (SAC) members representing teachers, education
10 support employees, students and parents shall be nominated and elected by
11 their respective peer group at the school in a fair and equitable manner as
12 follows:

- 13
14 (1) Teachers shall be nominated and elected by teachers.
- 15
16 (2) Education support employees shall be nominated and elected by
17 education support employees.
- 18
19 (3) Students shall be nominated and elected by students.
- 20
21 (4) Parents shall be nominated and elected by parents.
- 22
23 (5) Each school principal shall submit on or before October 1, of each
24 year, to the Superintendent and the School Board, on a meeting
25 agenda, the following:
- 26
27 a. A memorandum of the principal's procedures for nominating
28 and electing to the SAC, teachers, education support
29 employees, parents of the students at the school and
30 students (if applicable); and
- 31
32 b. A list identifying those nominated and a list identifying each
33 member of the SAC so elected and a statement that the
34 procedures for nomination and election were designed and
35 implemented to ensure fairness and access for all members
36 of the representative groups.
- 37
38 (6) The Board may require new nominations and elections, or modified
39 nomination and election procedures if nominations or an election
40 are not fair and equitable.
- 41
42 (7) A majority of the members of each School Advisory Council must
43 be persons who are not employed by the school. *Adopted 7/21/98*

44
45 C. Students shall be members of School Advisory Councils at the high school
46 and post secondary levels. Students at the middle school and elementary
47 school levels may be members of the School Advisory Councils at the
48 discretion of each SAC.

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

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

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

1 H. Standards applicable to all School Advisory Councils:

- 2
- 3 (1) The minimum number of members of each Council should be at
4 least fifteen (15), and the maximum number of members of each
5 Council shall be forty (40), with the exception of such additional
6 appointments as the School Board may make from time to time.
7
- 8 (2) Each School Advisory Council shall meet at least monthly during
9 the school's academic year, and the agenda shall be distributed at
10 least seven (7) days in advance of each meeting to each member of
11 the committee, the press, Superintendent, School Board members
12 and all other persons who request a copy of the agenda in writing.
13
- 14 (3) Each principal will ensure that the meeting is held in a room large
15 enough to accommodate those members of the public and other
16 interested persons (including media) who wish to attend and
17 observe the meeting. Each SAC may develop its own guidelines for
18 permitting public participation, but the privilege of voting will be
19 extended only to members of the Council.
20
- 21 (4) Each school principal shall be responsible for notifying each
22 teacher, parent and guardian, education support employee, and
23 eligible high school and post secondary (and if applicable, each
24 eligible middle school and/or elementary school) student in the
25 school, and to advise each such person of the following:
26
- 27 a. The existence of the School Advisory Council and the fact
28 that each such person is eligible to be nominated for election
29 to the SAC.
30
- 31 b. The procedure for having a person's name submitted for
32 nomination.
33
- 34 c. The fact that self-nomination is permitted.
35
- 36 d. The name and telephone number at the school of the
37 employee who can give further information concerning
38 nomination and election to the School Advisory Council,
39 and further explanation concerning the purpose and mission
40 of the SAC.
41
- 42 e. The schedule of elections to SAC, and the waiting list
43 procedure.
44
- 45 (5) The principal shall develop a waiting list, whereby interested
46 persons in excess of the maximum number of forty (40) members
47 shall remain on a regularly and publicly maintained list. If a

1 vacancy occurs on the SAC, the SAC will elect a member from the
2 list who will serve the remaining term of the vacating member.

3
4 (6) Elections will be held annually, between May 1 and October 1 in
5 each year.

6
7 (7) Members shall be elected in equal proportions of staggered terms,
8 as follows:

9
10 a. Terms for members shall be two (2) years.

11
12 b. In order to establish staggered terms, one-half (1/2) of the
13 members shall be elected to two (2) year terms and one-half
14 (1/2) of the members shall be elected to one (1) year terms
15 for the first election only.

16
17 (8) No limit shall be placed on the number of consecutive terms a
18 member of each School Advisory Council may serve.

19
20 1.3.2 Vocational Advisory Committees

Revised 6/29/93

21
22 A. Each high school and post secondary job preparatory vocational program
23 shall have a functioning Vocational Advisory Committee for each program
24 area. Each advisory committee shall be composed of employees,
25 supervisors, or master craftsmen of the occupation involved. Current or
26 past students may serve on the committee.

27
28 B. Vocational, Adult, and Community Education Advisory Council - This
29 council is composed of members representative of the various adult
30 education programs. Students, staff, businessmen, industry, community
31 organizations, etc. may serve on this committee. This committee will serve
32 the programs, staff, and administration in an advisory capacity to assess
33 needs, develop community understanding and support, motivate students,
34 develop recruitment and retention processes, assist in student placement,
35 assist in securing quality instructors, identify resources, etc., to improve the
36 quality of vocational, adult and community education in Osceola County.

37
38 C. Career Education Advisory Committee - A committee composed of the
39 Occupational specialist from the high schools, counselors and CRT's from
40 the middle schools and elementary schools, Director of Student Services,
41 and a representative from exceptional education, adult education, and
42 vocational education.

43
44 This committee will serve the district in an advisory capacity to assess
45 needs, promote career education as an integral part of the curriculum,
46 review the district's Career Education Plan, serve as a liaison between the
47 school and the Coordinator of Adult Education, etc.

1
2 D. The members of the committees will be appointed by the Superintendent
3 for three year terms. Terms shall be staggered in order to provide for
4 continuity of membership. Each committee shall meet a minimum of twice
5 per year. Minutes shall be maintained and distributed by the Director.
6

7 Auth: 230.22, F.S. Imple: 230.22(1), 229.555(10), 229.575, F.S.
8

9 1.3.3 Regional Articulation Council for Vocational Education, Adult General Education,
10 and Community Instructional Services
11

12 A. The district director of vocational and adult education shall arrange his
13 daily schedule to permit attendance at and participation in each scheduled
14 meeting of the Regional Articulation Council. The time necessary for the
15 director of vocational and adult education to attend such council meeting
16 including reasonable travel time shall be considered as part of the director's
17 assigned duties. *Amended 6/29/83*
18

19 B. The Superintendent shall cooperate with the council when the council is
20 carrying out its assigned duties and responsibilities which include:
21

22 (1) The review and evaluation of existing courses and programs.
23

24 (2) The analysis of current training, counseling, and placement
25 programs in the district.
26

27 (3) Other effects of the council in carrying out its assigned
28 responsibilities.
29

30 C. The Superintendent shall, prior to recommending the approval of new and
31 additional vocational and adult education programs, provide assurance that
32 the approval of such recommendations meet the requirements of the
33 council and thereby qualify for state and federal funding.
34

35 D. The Superintendent shall keep the School Board informed of the findings
36 of the council by submitting periodic reports.
37

38 E. Findings and recommendations of the council that are not concurred with
39 by this board shall be appealed to the State Board of Vocational Education
40 for a final decision.
41

42 Auth: 230.23 (4)(h) Imple: 6A-6.67
43

44 1.3.4 Special Interest Committees
45

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

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

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

A. Duties

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

B. Audit

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

C. District Property

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

D. Board of Directors

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

E. Not for Profit

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

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

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

1 1.4.1 Professional Development Center Council (PDC Council)

2
3 The Professional Development Center Council (PDC Council) shall consist
4 of members nominated by the Osceola Teacher Education Center Council,
5 the Professional Support Inservice Committee, administrators, universities,
6 community colleges, community agencies and other interested groups. The
7 Superintendent shall recommend members to the School Board for
8 approval. Membership on the PDC Council shall include instructional
9 personnel, professional support staff personnel, business/community
10 members, university and community college personnel, and administrative
11 personnel. PDC Council size shall not exceed eleven (11) members.
12

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

14
15 A. Term of Office for PDC Council Members

16
17 The term of office of a PDC Council member shall be one (1) year.
18 Members may be appointed to successive terms on the PDC
19 Council.
20

21 B. Attendance at Professional Development Center Council Meetings

22
23 Appointment to the PDC Council is an honor and should be
24 received as such. With the appointment, the member accepts the
25 responsibility of representing all employees of the School Board. In
26 order to properly represent employees, the representative must
27 make every reasonable effort to attend all meetings.
28

29 When a representative misses more than two meetings in any one
30 school year, that position shall be declared vacant and a new
31 representative will be appointed.
32

33 C. The Professional Development Center Staff

34
35 The PDC staff shall consist of the PDC coordinator and all other
36 groups or persons contracted to provide for professional
37 development of all personnel. The Superintendent shall recommend
38 an individual to coordinate the activities of the PDC. The Board
39 shall appoint the coordinator and staff of the PDC.
40

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

42
43 D. Voting Authority of the PDC Coordinator

44
45 The PDC coordinator shall be entitled to vote only when a tie
46 occurs in voting by the PDC Council.
47

48 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.

- 1 (5) One (1) representative of Valencia Community College.
2
3 (6) In the event Exceptional Student Education (ESE) is not
4 represented in part (1) above, one (1) at-large ESE teacher
5 shall be appointed.
6
7 (7) In the event vocational education is not represented in part
8 (1) above, one (1) at-large vocational education teacher shall
9 be appointed.
10
11 (8) In the event English for Speakers for Other Languages
12 (ESOL) is not represented in part (1) above, one (1) at-
13 large ESOL teacher shall be appointed.
14

15 B. Term of Office for Classroom Teachers
16

17 The term of office of an OTEC Council Member who is a
18 classroom teacher shall be two (2) years, except that the term of an
19 at-large member shall be for one (1) year. A member may be
20 appointed for two (2) successive terms. A teacher who fills an
21 unexpired term of one (1) year or less shall be eligible for up to two
22 (2) full terms.
23

24 C. OTEC Council Responsibilities
25

- 26 (1) The OTEC Council shall review the needs of instructional
27 and administrative employees and recommend professional
28 development activities to the PDC Council for
29 implementation.
30
31 (2) Teachers in (1)(a) above shall serve as professional
32 development contacts in their respective schools.
33

34 1.4.3 Professional Support Staff Inservice Committee
35

- 36 A. The Professional Support Staff Inservice Committee shall consist of
37 members nominated by professional support staff personnel,
38 administrators, and other interested groups. The Superintendent
39 shall appoint members of the committee. Members of the
40 Professional Support Staff Inservice Committee shall serve at the
41 discretion of the Superintendent.
42
43 B. The Professional Support Staff Inservice Committee shall review
44 the needs of Professional Support Staff employees and recommend
45 appropriate inservice activities to the PDC Council.
46

47 Auth. 230.22, 231.600, & 231.601, FS

1
2 1.5 DISTRICT INSTRUCTIONAL MATERIALS COUNCILS FOR THE STATE
3 LEVEL TEXTBOOK ADOPTION PROCESS
4

5 The Superintendent or a designee shall appoint councils, each consisting of no
6 fewer than six (6) persons--one-third (1/3) shall be lay members and one-half (1/2),
7 teachers. The teacher members must be certified in an area directly related to the
8 academic area or level being considered for adoption. Personnel designated as
9 associate master teachers of the year pursuant to Section 231.533, or selected as a
10 teacher of the year at the school, district, regional or state level pursuant to the
11 provisions of the program conducted by the Department of Education, shall be
12 encouraged to serve on instructional materials councils (Section 233.09, Florida
13 Statutes). State instructional materials council members may not be members of
14 the district instructional materials council. The members of the council shall elect a
15 chairman. Each district council member shall complete the Department of
16 Education training program, related to the evaluation and selection of instructional
17 materials, prior to the beginning of the review and selection process.
18

19 District council meetings are open and shall be conducted in compliance with
20 Section 286.011, Florida Statutes; and date, time, and place shall be announced to
21 the public in the local media two (2) weeks in advance. The district shall make
22 materials available for public review.
23

24 Each member of a district instructional materials council must sign an affidavit
25 pursuant to Section 233.08, Florida Statutes, before transacting the business of the
26 council.
27

28 Pursuant to Section 233.115, Florida Statutes, members of the district instructional
29 materials council are prohibited from accepting gifts, money, emoluments, or other
30 valuables which shall directly or indirectly influence the adoption or purchase of
31 any instructional materials.
32

33 The district instructional materials council shall not deny any publisher,
34 manufacturer, or a representative time to present a product(s) equal to that time
35 given for any other publisher, manufacturer, or representative.
36

37 The district shall forward to the Department of Education a statement of criteria
38 and procedures for evaluation of materials. This statement shall include whether
39 any of the submissions were piloted and/or used in the district and the number of
40 council members and meetings.
41

42 The District Instructional Materials Council will evaluate all submissions. Each
43 instructional material shall be ranked numerically as to its choice in relation to all
44 other materials of the same type evaluated, and no two (2) materials in the same
45 subject area may receive the same numerical ranking.
46

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

1 1.6 SCHOOL BASED MANAGEMENT (SBM)

2
3 School based management in Osceola County is defined as a systematic way of
4 bringing district staff, principals, teachers, students and parents together to
5 participate in determining and improving school programs. (SBM) encourages
6 effective use of educational resources, reduces time in the decision making process
7 and places considerable emphasis on school effectiveness.
8

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

- 10
11 A. The school is the principal planning unit in the budget process. The
12 opportunity exists for school level input into the budgeting process and
13 each school develops an annual budget based on its unique needs. Once
14 budgeted, funds can be shifted to other functions and objects by following
15 district procedures.
16
17 B. The system of planning is continuous and reflects input from school level
18 administrators and teachers.
19
20 C. Planning for program and curriculum changes takes place in individual
21 schools based upon the needs of the individual school, the district and state
22 mandates.
23
24 D. Teacher placement decisions are a shared responsibility between the district
25 and local school.
26
27 E. Community input is received from School Advisory Councils unique to
28 each school. *Amended 6/30/92*
29

30 Auth: 230.22, F.S.

31 Imple: 229.555, 230.33(5), 230.23(3), and 236.02(7),F.S.
32

33 1.7 MANAGEMENT INFORMATION SYSTEM

34
35 The School Board shall:

- 36
37 A. Establish a District reports and forms control management system.
38 *Amended 6/30/92*
39
40 B. With assistance from the Department of Education, develop systems
41 compatible with the state management information system and unique local
42 systems. *Amended 6/30/92*
43
44 C. Provide, with the assistance of the Department of Education, inservice
45 training dealing with management information system purposes and scope,
46 a method of transmitting input data, and the use of output report
47 information.

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- D. Establish a plan for continuous review and evaluation of local management information system needs and procedures.
- E. Advise the Commissioner of Education of all District management information needs.
- F. Transmit required data input elements to the appropriate processing locations in accordance with guidelines established by the Commissioner.
- G. Determine required reports, comparisons, and relationships to be provided to district school systems by the system output reports and continuously review these reports for usefulness and meaningfulness, and submit recommended additions, deletions and change requirements in accordance with the guidelines established by the Commissioner.
- H. Be responsible for the accuracy of all data elements transmitted to the Department.
- I. RECORDS RETENTION MANUAL (ADOPTED JULY 7, 1987) The School Board adopts and maintains a Records Retention manual that delineates procedures for the care and maintenance of records of the District. This manual shall be administered through the Office of Records Management.

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

1.8 INSERVICE EDUCATION

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

- A. Develop a systematic procedure for identification of personnel improvement and performance needs.
- B. Develop a comprehensive plan with long and short range objectives, consistent with the established needs.
- C. Improve the level of performance of all personnel through programs or activities conducive to obtaining the desired level of performance, and particularly for those who serve in the early childhood and basic skills development program.
- D. Increase competencies, skills and knowledge of personnel for more efficient and effective personnel utilization.

- 1 E. Develop a systematic procedure for evaluating the effectiveness of staff
2 development activities.
3
4 F. Develop and implement a program for beginning teachers that conforms to
5 the Florida Professional Orientation Program in accordance SBR 6A-5.75.
6
7 G. Develop a District Management Training Program for school effectiveness
8 which will implement training in managerial competencies determined by
9 the Florida Council on Educational Management per Section 231.087(5),
10 F.S.
11

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

13
14 Auth: 230.22, F.S. and 230.2311(6), F.S. Imple: 231.603(3),F.S.
15

16 1.9 EDUCATIONAL EVALUATION 17

18 The School Board shall provide for the periodic assessment of student
19 performance and achievement in each school. Such assessment programs shall be
20 based upon local goals and objectives which are compatible with the State's plan
21 for education and which supplement the minimum performance standards
22 approved by the State Board of Education. Data from the assessment programs
23 shall be provided to the Commissioner of Education when it is required in order to
24 evaluate specific instructional programs or processes or when the data is needed
25 for other research or evaluation projects. The School Board may provide
26 acceptable, compatible District assessment data to substitute for any assessment
27 data needed at the state level when the Commissioner certifies that such data is
28 acceptable for the purposes of this action.
29

30 A. District Report 31

32 A feedback report shall be prepared on the status of education in the
33 Osceola County School District. The report shall contain information
34 about how well school instructional programs enable students to meet
35 performance standards, results of program evaluations, information about
36 the needs of education in the District, information on District policy
37 decisions, and any other information and analysis which explain or clarify
38 the status of education in the District. The District report shall be made
39 available to the general public and the citizens of the District, to each
40 school in the District, and to appropriate local news media. Amended
41 6/30/92
42

43 B. School Report 44

45 Each school shall annually report on its status of education and shall base
46 its report upon information for the prior school year. The report shall
47 contain:

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

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

1.10 EARLY CHILDHOOD AND BASIC SKILLS DEVELOPMENT

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

1.11 EVALUATION OF SCHOOL PERSONNEL

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

Auth: 230.22, F.S.
Imple: 229.57(3), 229.57(5), 230.22(5), 230.23(5), 230.2311(3), 231.29(2)

1 1.12 SUPPLEMENTS *Amended 6/30/92*

2
3 Supplements may be provided for extracurricular activities or other assignments as
4 outlined in the Master Teacher Contract and Board adopted salary schedule.
5

6 1.13 REPORTS AND FORMS CONTROL

7
8 A. Purpose

9
10 To provide the schools, district, state, and federal agencies with required
11 data in a timely and accurate fashion while reducing duplication.
12

13 B. Definitions

14
15 (1) Form - Any written communication, whether in memorandum,
16 survey or standard form format, with blank spaces for the filling in
17 of data.
18

19 (2) Report - Any form in which the blanks have been completed or any
20 summary of data prepared after aggregation of data on forms.
21

22 C. Authorization and List of Forms

23
24 Those School District forms, as indexed in the Forms Index and located in
25 the Office of Records Management, constitute the approved district forms
26 as required by F.S. 120.53(1) (b). A copy of any form listed in the Index
27 may be obtained without cost from the Office of Records Management.
28

29 D. New or Revised Forms

30
31 Any new or revised forms must be submitted to the Office of Records
32 Management for review in accordance with the procedures set forth in the
33 Forms Management Handbook. Any form developed by the District which
34 imposes any requirement or solicits any information not required by statute
35 or by an existing rule must be submitted for approval by the School Board,
36 and on approval shall be included in the Forms Index and placed on file in
37 the Office of Records Management.
38

39 1.14 EQUITY

40
41 1.14.1 General Statement *Revised 4/14/92*

42
43 The School District of Osceola County, Florida is legally responsible to ensure that
44 equal education opportunities are available to all individuals within the district who
45 are eligible under the laws of the State of Florida to receive a free public education
46 in the district. The district is also responsible to ensure equal employment
47 opportunities to all individuals. Educational programs and employment

1 opportunities shall be made available free of any sexual harassment and
2 discrimination based on race, gender, color, disability, religion, marital status,
3 national origin or other non-merit factor. In limited circumstances, gender or
4 disability may be disqualifying as permitted by law.
5

6 1.14.2 Definitions

7
8 The following definitions shall apply to the terms stated throughout this Policy:
9

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

1 sexually offensive music, pictures or other articles or items in the
2 workplace or educational environment, where such matters or
3 conduct have the purpose or effect of unreasonably interfering with
4 an employee's work or a student's education or performance, or
5 which creates an intimidating, hostile or offensive work or
6 educational environment, as determined by applicable legal
7 standards.

- 8
9 (2) The denial of or the provision of aid, benefits, grades,
10 rewards, employment, faculty assistance, services, or treatment on
11 the basis of sexual advances or requests for sexual favors.
12

13 J. Discrimination in Employment shall mean: Amended 6/17/97
14

- 15 (1) To fail or refuse to hire, or to discharge an individual, or otherwise
16 to discriminate against, any individual with respect to his/her
17 compensation, terms, conditions, or privileges of employment
18 because of such individual's race, color, religion, age, sex, non-
19 disabling handicap, national origin or other non-merit factor, except
20 where sex, age, or physical or mental condition is a bona fide
21 occupational qualification of employment.
22

- 23 (2) To limit, segregate, or classify an employee in any way, which
24 would deprive or tend to:
25

26 a. Deprive an individual of employment opportunities;
27

28 b. Otherwise adversely affect an employee's status as an
29 employee because of such individual's race, color, religion,
30 political opinions or affiliations, age, sex, handicap, national
31 origin or non-merit factor, except where sex, age or other
32 physical or mental condition is a bona fide occupational
33 qualification of employment.
34

- 35 (3) To abuse, restrain, intimidate, harass, interfere with, coerce,
36 discriminate against, institute reprisal against or otherwise defame
37 an employee because of such individual's race, color, religion,
38 political opinions or affiliation, age, sex, non-disabling handicap,
39 national origin or other non-merit factor, except where sex, age or
40 physical or mental condition is a bona fide occupational
41 qualification of employment.
42

43 K. Discrimination in Education Amended 6/17/97
44

45 Discrimination in education shall mean any deprivation, discrimination, or
46 denial of any educational opportunity, benefit, term or condition, privilege,
47 grade or reward in connection with education, on the basis of a student's

1 race, color, religion, age, sex, handicap, national origin or other non-merit
2 factor, except where sex, age, or physical or mental condition is a bona fide
3 qualification or requirement for a particular educational opportunity.
4

5 Auth. 228.2001, Florida Statutes; Title IX, Education Amendments of 1972: DOE
6 Guidelines, Federal Register Vol. 62, No 49 (March 13, 1997)
7

8 1.14.4 Equity *Revised 6/17/97*
9

10 A. Every applicant, employee and student has the right to present a complaint
11 of alleged discrimination or sexual harassment and, in so doing, be free
12 from restraint, intimidation, harassment, interference, coercion, or reprisal
13 because he/she has filed a charge, testified, assisted, or participated in any
14 phase of investigations, proceedings, or hearings pursuant to this policy.
15

16 B. An Equity Committee is hereby established for the purpose of providing a
17 procedure for registering complaints for employees, applicants for
18 employment and students with the School District of Osceola County,
19 Florida. The composition of this committee shall be Twelve (12) members
20 representative of the demographics and employee categories of the staff.
21 The Superintendent will designate a member of his staff to serve as an ex-
22 officio member of the Equity Committee. All appointments to the Equity
23 Committee will be made by the Superintendent and approved by the School
24 Board. Appointees will serve staggered three (3) year terms.
25

26 C. Employee Complaints
27

28 In the event an employee intends to register a complaint based upon alleged
29 discrimination, remedies should be sought through administrative channels
30 before resorting to other means of resolving disputes. Formal complaints
31 must be filed in writing within sixty (60) days of the incident. It is expected
32 that both employees and their supervisors will make every reasonable effort
33 to resolve such conflicts. The following procedures are intended to
34 facilitate these administrative remedies:
35

36 (1) Employees should first express their complaints to their immediate
37 supervisors. At the same time, employees may wish to involve the
38 Superintendent's designee or a member of the Equity Committee to
39 assist them at this informal level. If a resolution to the complaint
40 can be reached at this level, no further action is to be taken.
41

42 (2) If no resolution was reached between the employee and the
43 immediate supervisor, the complainant shall file a formal written
44 complaint with the Superintendent's designee requesting an
45 investigation concerning the alleged discriminatory practice. The
46 Superintendent's designee shall notify the supervisor and the
47 appropriate division head and the Equity Committee chairperson if

1 that person is not a principal in the complaint that a formal
2 complaint has been filed.

3
4 (3) An investigative panel will be established consisting of two (2)
5 members of the Equity committee and one (1) person appointed by
6 the complainant. This person must be a School Board Employee
7 from another department/school. One member will be selected as
8 chairman. No member of the panel may be related to a party to the
9 complaint.

10
11 (4) The Investigative Panel shall conduct a fair and impartial
12 investigation into the alleged discriminatory practice and shall keep
13 all parties involved apprised of the steps during the investigation.
14 The investigation shall be conducted within sixty (60) calendar
15 days. *Amended 6/15/99*

16
17 (5) Upon completing the investigation, which shall include reviewing
18 applicable data, the Equity Committee shall communicate its
19 recommendations to the Superintendent, who has the ultimate
20 responsibility of investigating complaints under this section, via the
21 Superintendent's designee.

22
23 (6) The Superintendent shall review the findings of the Equity
24 Committee and issue a decision within twenty (20) calendar days.

25
26 (7) In the event the complainant is dissatisfied with the decision of the
27 Superintendent, the complainant may send the complaint to the
28 School Board by giving written notice to the Superintendent within
29 ten (10) days of receipt of the Superintendent's decision.

30
31 D. Applicant Complaints

32
33 Applicants for employment alleging discrimination may present their
34 concerns for investigation to the Superintendent's designee who will
35 process such complaints through the procedures established for all other
36 Equity complaints.

37
38 E. Special Provisions for Complaints made by Students Involving Matters of
39 Equity, Sexual Harassment or Discrimination

40
41 (1) Every student has the right to be free of unlawful discrimination or
42 sexual harassment, and in making a complaint of alleged
43 discrimination or sexual harassment, to be free from intimidation,
44 harassment, interference, coercion or a reprisal because he or she
45 has filed a charge, testified, assisted, or participated in any phase of
46 investigations, proceedings, or hearings pursuant to this policy or
47 any other provision of law.

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(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).

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

(5) Upon filing of a complaint or an allegation of charges by a student alleging sexual harassment or discrimination, the principal, director, or Superintendent, as the case may be, shall immediately take reasonable and appropriate action to protect the student from any condition harmful to the student, as reasonably necessary. Note: In the event any employee of the School District receives a complaint (whether verbally or in writing) of harassment or discrimination from a student, then that employee shall take whatever emergency action is necessary to protect the student, and shall thereafter immediately report the matter, with written confirmation of the report, to the principal, director or Superintendent of the School District, as appropriate. After the appropriate action has been taken to preserve the safety and well-being of the student, the administrator to whom the complaint has been referred shall inform the student and his or her parents of the existence of the Equity

1 Committee and the availability of that Committee to investigate and
2 report on the charge of discrimination or harassment.
3

4 (6) If the Equity Committee receives a complaint by a student of sexual
5 harassment or discrimination, then the Committee shall conduct its
6 investigation and issue its final written report in accordance with
7 the procedures specified elsewhere in School Board Rules.
8

9 F. The district's functions of leadership, technical assistance, and evaluation
10 shall be applied to the implementation of this commitment. The
11 commitment of providing equal educational opportunities shall apply in all
12 program areas.
13

14 G. This policy does not derogate any federal or state law, and should be
15 interpreted in a manner consistent with applicable court rulings and statutes
16 of Florida and the United States.
17

18 H. For additional information or to file a concern or complaint, contact an
19 Equity Committee member.
20

21 I. The School District encourages victims of sexual harassment to come
22 forward with such claims. This may be done through the Employee
23 Grievance Resolution Procedure or through a written complaint to the
24 Equity Committee.
25

26 J. Employees who feel that administrators or supervisors are conditioning
27 promotions, increases in wages, continuation of employment, or other
28 terms or conditions of employment upon sexual favors, are encouraged to
29 report these conditions to the appropriate administrator. If the employee's
30 direct administrator or supervisor is the offending person, the report shall
31 be made to the next higher level of administration or supervision.
32

33 K. Employees are also urged to report any unwelcome conduct of a sexual
34 nature by supervisors or fellow employees if such conduct interferes with
35 the individual's work performance or creates a hostile or offensive working
36 environment.
37

38 L. Confidentiality will be maintained in accordance with applicable statutes
39 and no reprisals or retaliation will be allowed to occur as a result of the
40 good faith reporting of charges of sexual harassment.
41

42
43 M. In determining whether alleged conduct constitutes sexual harassment, the
44 totality of the circumstances, the nature of the conduct, and the context in
45 which the alleged conduct occurred will be investigated.
46

1 N. Any employee found to have engaged in sexual harassment shall be subject
2 to sanctions, including, but not limited to, warning, suspension, or
3 termination subject to applicable procedural requirements.
4

5 O. It is the policy of the School District of Osceola County, to create an
6 educational and work environment free of harassment on the basis of race,
7 sex, national origin or handicap. The School District will not tolerate
8 sexual harassment activity by any of its employees. This policy similarly
9 applies to non-employee volunteers who work subject to the control of
10 school authorities.

11
12 Auth. 228.321, Florida Statutes; Title IX, Education Amendments of 1972:
13 DOE Guidelines, Federal Register Vol. 62, No 49 (March 13,
14 1997)
15

16 1.15 INVOLVEMENT OF STUDENTS IN POLITICAL ACTIVITY

17
18 Employees of the Osceola County School Board, shall not involve students in
19 political activities during the school day.
20

21 1.16 PERSONNEL RECORDS

22 23 1.16.1 Definition of Terms

24 25 A. Evaluations

26
27 Include classroom observations, annual evaluations, assessment,
28 reprimands, commendations and due process documentation.
29

30 B. Complaint

31
32 An accusation by any member of the public or School Board employee
33 charging an employee with misconduct and/or unacceptable performance.
34

35 C. Limited File

36
37 (Confidential File: available only to those with complete access)
38

39 Information that is not available for public review. This would include
40 medical records, psychiatric, psychological files, payroll deductions,
41 transcripts, preliminary investigations, active investigations, evaluations and
42 assessments prior to July 1, 1983, and subsequent evaluations for one full
43 school year.
44

1 D. Custodian of Records

2
3 The appointed work site administrator, central office administrator or
4 administrative designee charged by law with the responsibility of
5 maintaining and supervising personnel files for the School Board of
6 Osceola County.

7
8 E. Derogatory Material

9
10 Typical examples:

- 11
12 (1) Complaints, allegations, negative assessments, evaluations and
13 charges related to work performance. (Can be placed in file.)
14
15 (2) Employee's conduct, service, character or personality not related to
16 work performance. (Cannot be placed in file.)
17

18 F. Designee

19
20 Persons authorized by School Board Members, the Superintendent, the
21 principal or the employee to inspect all aspects of the personnel file in the
22 exercise of their respective duties. (Based on the need to know.)
23

24 G. Inspection of Records Amended 7/23/91

25
26 Every person who has custody of personnel files shall permit the records to
27 be inspected and examined by any person desiring to do so, at reasonable
28 times, under reasonable conditions and under supervision by the custodian
29 of records or his designee. Confidential records are not available for
30 inspection by the public.
31

32 H. Lawful Criminal Investigation

33
34 Any investigation conducted by local, state and federal law enforcement
35 agencies concerning criminal acts, according to the laws of the state or
36 community as enforced by the courts.
37

38 I. Law Enforcement Personnel

39
40 Any person employed by an authorized law enforcement agency to conduct
41 an investigation concerning unlawful acts, e.g.; employed by federal, state,
42 or county or municipal agency.
43

44 J. Medical Records

45
46 Include medical, psychological/psychiatric evaluations, medical releases,
47 workers' compensation reports and other letters, documentation or reports
48 attendant to the employee's medical condition.
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K. No Probable Cause

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

L. Payroll Deductions

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

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- 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.
 - 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.

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- 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.
 - 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.

1 D. General Information

- 2
- 3 (1) Any employee may conveniently reproduce any material in the file
- 4 at the cost specified by law.
- 5
- 6 (2) The custodian of the personnel files will maintain a record in each
- 7 file of persons reviewing the limited file each time it is reviewed
- 8 except those having access to the complete file on an as needed
- 9 basis.
- 10
- 11 (3) Forms and materials necessary for normal business transactions will
- 12 be a part of the personnel file.
- 13
- 14 (4) A preliminary investigation shall be considered active as long as it is
- 15 continuing with a reasonable, good faith anticipation that an
- 16 administrative finding will be made in the foreseeable future.
- 17
- 18 (5) A preliminary investigation of a complaint must terminate in any of
- 19 the following ways:
- 20
- 21 a. With a finding that there is no probable cause to proceed
- 22 further. A statement to that effect signed by a responsible
- 23 investigating official shall be attached to the complaint.
- 24
- 25 b. With a finding that there is probable cause to proceed
- 26 further or with disciplinary action taken or charges filed.
- 27
- 28 c. With the investigation ceasing to be active. An
- 29 investigation shall be presumed to be inactive if no finding
- 30 relating to probable cause is made within sixty (60) days
- 31 after the complaint is made.
- 32
- 33 (6) All requests for information must be in writing, subject to approval
- 34 by the Assistant Superintendents or Director of Finance.
- 35

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

37

38 Every person who has custody of personnel files shall permit the files to be

39 inspected and duplicated by any person desiring to do so at reasonable

40 times, under reasonable conditions, and under supervision by the custodian

41 of the records or designee. The records custodian or designee shall review

42 the employee's file for compliance with exemptions under Florida Statutes,

43 Chapter 231, before opening the file for inspection or duplication.

44

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

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

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

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

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

INSTRUCTIONAL

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

PROFESSIONAL SUPPORT *Amended 6/29/93*

- Applications
- Appointments
- Authorization to Review File
- Employee Process Letter/Substitute Form
- Evaluation Forms
- Inservice Printouts/Related Materials
- Layoff and Recall Letters
- Leaves of Absences/Change Forms
- Letters of Commendation
- Notification to Begin Work Letters
- Reappointment Letters
- Reclassification/Transfers

1 Resignations
2 Resumes
3 Salary Letters
4 Social Security Cards
5 Test Scores
6 Transcripts
7 Work Permits

8
9 Auth: 119.07 F.S.; 231.262 F.S.; 231.291 F.S.

10
11 1.17 SAFETY AND HEALTH LOSS CONTROL PROGRAM

12
13 A. The School Board authorizes the development and administration of a
14 Safety and Health Loss Control Program that provides for:

- 15
16 (1) A safe and healthful educational environment for the student
17 population;
18
19 (2) A safe and healthful work place from recognized hazards for each
20 employee;
21
22 (3) Safe use of facilities by the general public;
23
24 (4) Protection of the environment and natural resources from any
25 foreseeable or preventable impairment related to School District
26 activities and operations;
27
28 (5) The reduction of property, Workers' Compensation, and general
29 liability losses.

30
31 The primary goal of the Safety and Health Program shall be to eliminate all
32 accidental losses of human resources and physical assets. The Program will
33 be administered under the direction of the Superintendent with
34 responsibility for implementation assigned to the Risk Manager.

35
36 B. The School Board establishes a comprehensive program of safety and
37 sanitation inspections for the protection of occupants of public educational
38 and ancillary plants. *Adopted 7/2/96*

- 39
40 (1) Each educational and ancillary plant shall be inspected at least once
41 during each fiscal year to determine compliance with standards of
42 sanitation and casualty safety prescribed in State Board Rules.
43
44 (2) Each educational and ancillary plant shall be inspected annually for
45 fire and safety by persons certified by the Division of State Fire
46 Marshal to be eligible to conduct fire safety inspections in public
47 educational and ancillary plants. Each fire safety inspection report

1 must include a plan of action and a schedule for correction of each
2 deficiency.

- 3
4 (3) If immediate life-threatening deficiencies are noted in any
5 inspection, the deficiency shall be promptly corrected or the
6 educational plant shall be withdrawn from use until such time as the
7 deficiencies are corrected.

8
9 **1.18 DRUG-FREE WORKPLACE**

- 10
11 **1.18.1** No employee of the School Board shall manufacture, distribute, dispense, possess,
12 use, or be under the influence in the workplace of any alcoholic substance, any
13 intoxicating or auditory, visual, or mental altering chemical or substance or
14 narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any
15 other controlled substance as defined by federal or state law or rule, or any
16 counterfeit of such drugs or substances all being collectively referred to as drugs.

17
18 It is recognized that prescription drugs are necessary, but the abuse of such drugs
19 is a violation of the policy.

20
21 "Workplace" is defined as the site for the performance of work done in connection
22 with employment. That includes any school building, any school premises; any
23 school vehicle, or any vehicle used to transport students to and from school and
24 school activities off school property during any school-sponsored or school
25 approved activity, event or function, such as a field trip or athletic event, where
26 students are under the jurisdiction of the School District. *Amended 6/30/92*

- 27
28 **1.18.2** Upon reasonable suspicion of drug and/or alcohol abuse, documented by the
29 School Board adopted checklist, written notification shall be given to the employee
30 and a professional evaluation, which may include drug and/or alcohol testing as
31 recommended, shall be performed by qualified personnel.

32
33 Any employee testing positive will be considered in violation of the Drug-Free
34 Workplace policy.

35
36 Any employee violating the above policy is subject to discipline, up to and
37 including termination and referral for prosecution, for the first offense.
38 *Amended 6/29/93*

- 39
40 **1.18.3** Employees have the right to know the dangers of drug and/or alcohol abuse in the
41 workplace, the school district's policy about them, and what help is available to
42 combat drug and/or alcohol problems. This document spells out the school
43 district's policy. The school district will institute an education program for all
44 employees on the dangers of drug and/or alcohol abuse in the workplace. All
45 employees are encouraged to self-identify and to participate in the following
46 rehabilitative help:
47

1 Medical benefits for substance-abuse treatment

2
3 Information about community resources for assessment and treatment

4
5 Counseling program

6
7 Employee Assistance Program

8
9 In addition, the school district will provide supervisory training to assist in
10 identifying and addressing illegal drug and/or alcohol use by employees.

11
12 1.18.4 Any employee convicted of violating a criminal drug statute in this workplace must
13 inform the school district of such conviction (including pleas of guilty and nolo
14 contendere) within five (5) days of the conviction occurring. Failure to so inform
15 the school district subjects the employee to disciplinary action, up to and including
16 termination for the first offense. By law, the school district will notify the federal
17 contracting officer within ten (10) days of receiving such notice from an employee
18 or otherwise receiving notice of such a conviction.

19
20 The school district reserves the right to offer employees convicted of violating a
21 criminal drug statute in the workplace participation in an approved rehabilitation or
22 drug and/or alcohol-abuse assistance program as an alternative to discipline. If
23 such a program is offered, and accepted by the employee, then the employee must
24 satisfactorily participate in the program as a condition of continued employment.

25
26 1.18.5 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM
27 *Adopted 5/2/95*

28
29 Employees of the school district performing safety sensitive functions and holding
30 commercial drivers' licenses are required to participate in a drug and alcohol
31 testing program pursuant to the Omnibus Transportation Employee Testing Act of
32 1991 (hereinafter "OTETA"), regulations of the Federal Highway Administration
33 contained in 49 C.F.R., parts 40 and 382, section 234.091, Florida Statutes, and
34 other applicable state and federal safety programs. It is the policy of the Board that
35 an employee in a safety sensitive position may be considered impaired by any
36 measurable level of controlled substance or alcohol use.

37
38 A. Definitions

39
40 (1) Alcohol:

41
42 The intoxicating agent in beverage alcohol, ethyl alcohol, or other
43 low molecular weight alcohols including methyl and isopropyl
44 alcohol.

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(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.

(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

1 valid medical explanation after he or she has received notice of the
2 requirement for urine testing; or (3) engages in conduct that clearly
3 obstructs the testing process. Refusal to submit to an alcohol or
4 controlled substance test is a positive result.

5
6 (7) Safety Sensitive Function:

7
8 Any function for which a Commercial Driver's License is mandated
9 and any of those on duty functions set forth in 40 C.F.R. ss 395.2,
10 on duty time.

11
12 (8) Substance Abuse Professional:

13
14 A licensed physician (medical doctor or doctor of osteopathy), or a
15 licensed or certified psychologist, social worker, employee
16 assistance professional, or addiction counselor (certified by the
17 National Association of Alcoholism and Drug Abuse Counselors
18 Certification Commission) with knowledge of and clinical
19 experience in the diagnosis and treatment of alcohol and controlled
20 substances-related disorders.

21
22 B. Policy

23
24 Covered employees testing positive for alcohol (concentration of .02 or
25 greater) and controlled substances are in violation of district policy and will
26 be removed from safety sensitive positions immediately. Any violation of
27 federal, state, or district policy shall be grounds for dismissal. Any
28 employee who is terminated for violation of this policy shall be provided
29 with a list of substance abuse providers.

30
31 Employees shall not report for duty or remain on duty requiring the
32 performance of a safety sensitive function when the employee uses any
33 controlled substance, except when the use is pursuant to the instructions of
34 a physician who has documented to the employee that the controlled
35 substance will not adversely effect the employee's ability to perform safety-
36 sensitive functions. It is the responsibility of the employee to notify the
37 district of physician directed use of controlled substances. Employees shall
38 not use or possess alcohol while performing safety sensitive functions.
39 Employees shall not perform safety sensitive functions within four hours
40 after using alcohol. Employees shall not report for duty or remain on duty
41 requiring the performance of a safety sensitive function when the employee
42 uses any alcohol or while having an alcohol concentration of 0.02 or
43 greater.
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C. Testing and Analysis

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

The following are conditions under which testing may be conducted:

(1) Pre-Employment Testing

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

(2) Reasonable Suspicion Testing

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

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

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

1
2 (3) Post-Accident Testing
3

4 Alcohol or drug testing will be administered when the employee
5 was performing a safety sensitive function and an accident occurs.
6 For the purposes of post-accident testing, the term "accident" is
7 defined in 49 C.F.R. ss 390.5. Testing will occur if the accident
8 resulted in a fatality; or if the driver receives a citation under state
9 or local law for a moving traffic violation arising from the
10 accident and there is bodily injury to a person who immediately
11 receives treatment away from the scene of the accident or one or
12 more of the vehicles involved was towed from the scene due to
13 operational impairment. Such testing must be conducted within the
14 time limits set forth by law: alcohol testing will occur within 8
15 hours of the accident and drug testing will occur within 32 hours of
16 the accident. An employee who is subject to post-accident testing
17 must remain available to be tested, or the employee will be
18 considered to have refused to submit to testing.
19

20 (4) Random Testing
21

22 All covered employees shall be subject to random, unannounced
23 drug and alcohol testing while on duty. The annual random rate for
24 alcohol testing shall be greater than or equal to 25% of the covered
25 employees. The annual random rate for controlled substance testing
26 shall be greater than or equal to 50% of the covered employees.
27

28 (5) Return to Duty and Follow-up Testing
29

30 In the event a decision is made to return an employee to duty
31 following a positive finding for alcohol or controlled substances, at
32 the employee's expense, the employee will be required to be tested
33 prior to returning to work. The employee must be evaluated by a
34 substance abuse professional and participate in any assistance
35 program prescribed. At the employee's expense, the employee shall
36 be subject to a minimum of six unannounced follow-up controlled
37 substance and/or alcohol tests in the first 12 months.
38

39 D. Positive Results
40

- 41 (1) Prior to verifying a positive test result, the MRO shall make every
42 reasonable effort to contact the employee by telephone and afford
43 him/her the opportunity to discuss the test result. The employee will
44 immediately telephone the MRO when notified that the MRO is
45 attempting to contact said employee. If, after making all reasonable
46 efforts, the MRO is unable to contact the employee directly, the
47 MRO shall contact the program manager. The employee will be

1 suspended until the matter is resolved, or pending further School
2 Board action, which may include suspension without pay or
3 termination.

- 4
5 (2) Any employee who questions the results of a required drug test set
6 forth in this policy may request that a test of the split sample be
7 conducted within 72 hours of being notified by the MRO. The
8 Superintendent will not recommend further job action to the School
9 Board against the employee, including suspension without pay
10 and/or any other permitted action under this policy during this 72-
11 hour period, and if a split sample test is timely requested, during
12 such period of time reasonably necessary for the test results to be
13 obtained from the testing lab. This test may be conducted at the
14 same or different testing laboratory, as long as that laboratory is a
15 United States Department of Health and Human Services certified
16 laboratory. The employee shall be responsible for prepayment of the
17 second test by certified check or money order. The cost of the
18 second test will be reimbursed to the employee only if the second
19 test results are negative. If the second portion of the sample also
20 tests positive, then the employee is subject to the sanctions of this
21 policy. If the second portion produces a negative result, or for any
22 reason the second portion is not available, the test is considered
23 negative and no sanctions are imposed.
24

25 1.18.6 All employees are asked to acknowledge that they have read the above policy and
26 agree to abide by it in all respects. By law, this acknowledgment and agreement
27 are required of each employee as a condition of continued employment.
28

29 1.19 TOBACCO-FREE WORKPLACE
30

31 1.19.1 All buildings owned or operated by the School Board shall be tobacco-free.
32 *Amended 6/30/92*
33

34 1.19.2 Effective July 1, 1991, all new School Board worksites, including buildings and
35 grounds shall be tobacco free. *Adopted 7/23/91*
36

37 1.20 PUBLIC RECORDS *Adopted 7/23/91*
38

39 Public Records means all documents, papers, letters, maps, books, tapes,
40 photographs, films, sound recordings or other material, regardless of physical form
41 or characteristics, made or received pursuant to law or ordinance or in connection
42 with the transaction of official business of any agency.
43

44 1.20.1 Inspection Procedures
45

- 46 A. Every person who has custody of a public record shall permit the record to
47 be inspected and examined by any person desiring to do so, at any

1 reasonable time, under reasonable conditions, and under supervision by the
2 custodian of the public record or his designee.

- 3
4 B. All public records which are presently provided by law to be confidential or
5 prohibited from being inspected by the public are exempt from inspection
6 or duplication.

7
8 1.20.2 Duplication Fees

- 9
10 A. When a copy of a public record is requested, the custodian of the record,
11 or his designee, is authorized to furnish a copy of the record.
12 Reproduction of public records is to be done on the School Board
13 premises.
14
15 B. The custodian shall furnish a copy of the public record upon payment of
16 fifteen cents (15¢) per one-sided copy or twenty cents (20¢) for each two-
17 sided duplicated copy of not more than 14" by 8 1/2". For all other copies,
18 the charge shall be the actual cost of duplication, but not less than the
19 above charges. *Amended 7/21/98*
20
21 C. A fee of one dollar (\$1.00) shall be charged for certification of a public
22 record, using the District Seal.
23
24 D. If the nature or volume of the public records requested to be inspected,
25 examined or copied requires extensive use of information technology
26 resources and/or extensive clerical or supervisory assistance by District
27 personnel, the District may charge, in addition to the above, a special
28 service charge which shall be reasonable and shall be based upon the cost
29 incurred by the District.
30
31 E. If requested, the custodian will mail public records by a method of the
32 custodian's choice. The records will not be mailed until the custodian
33 receives the actual cost of the mailing and duplication charges from the
34 person requesting the duplicated records. However, the requester may
35 pick up the public records at any time in lieu of paying for mailing costs.
36 Transcripts as described in section 6.4K(2) of these Rules shall be mailed at
37 no charge. *Adopted 7/21/98*
38

39 1.21 AIDS/HIV TESTING *Adopted 6/29/93*

40
41 This policy applies to all present employees of the School Board and applicants for
42 positions with the School Board who are or may be HIV positive or have or may
43 have AIDS.
44

- 45 A. Employees who are HIV positive or have AIDS will remain in their jobs as
46 long as they are able to perform the essential functions of the job with
47 reasonable accommodation.

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- B. The School Board may not require an employee or applicant to take an HIV-related test as a condition of hiring, promotion or continued employment unless the absence of the HIV infection is a bona fide occupational qualification for the job in question. Nor may the School Board segregate or classify an employee in such a way so as to deprive the employee of employment opportunities or affect his or her status as an employee, or otherwise discriminate against any employee with respect to compensation, terms, conditions, or privileges of employment, on the basis of the results of an HIV-related test, unless the absence of HIV infection or AIDS is a bona fide occupational qualification for the job in question.

- C. The School Board may not require an HIV-related test unless it is necessary to ascertain whether the employee is able to currently perform essential duties of the job in a reasonable manner or whether an employee will present a significant risk of transmitting HIV infection or AIDS to other persons in the course of normal work activities. The safety of students and other employees shall be of paramount concern to the School Board with respect to these issues. However, the test will not be administered unless there are no reasonable accommodations short of requiring the test.

- D. The School Board may take job action against an employee, as permitted by law, where an employee is unable to perform the essential requirements of his or her job, with reasonable accommodations, or for refusal to take an examination or test directed by the School Board.

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

- A. Employees shall not engage in speech, conduct, behavior, verbal or nonverbal, or commit any act of any type which is reasonably interpreted as abusive, profane, intolerant, menacing, intimidating, threatening, or harassing against any person in the workplace.

"Person" means any natural person, including an employee, student, parent, or guardian.

- B. "Workplace" means any place where job performance is implicated, including but not limited to, any facility owned and operated by the School Board, during travel to and from any educational facility, attendance at any school related or school sponsored function, and any environment where the reputation and credibility of the School District may be impaired by inappropriate conduct.

- C. Each employee must report to his or her immediate supervisor any violation of this policy. If, for any reason, an employee believes that he or

1 she cannot report a violation of this rule to the immediate supervisor, the
2 complaint must be filed with the Superintendent.

3
4 D. Violation of this policy by an employee will subject that employee to
5 disciplinary action up to and including termination from employment.

6
7 E. The Superintendent shall establish procedures for the implementation of
8 this policy.

9
10 Auth. 231.001 & 230.23(5), FS

11
12 1.23 AFFIRMATIVE ACTION *Adopted 6/28/94*

13
14 Affirmative Action is a concept which requires an employer to do more than
15 refrain from discriminatory practices and policies, and to go beyond the
16 maintenance of policies of passive non-discrimination, by taking positive results-
17 oriented steps toward the elimination of discriminatory barriers.

18
19 There is hereby created an Affirmative Action Committee which shall
20 consist of fifteen (15) members. The members of the Committee shall be
21 recommended by the Superintendent and appointed by the School Board
22 and shall serve three (3) years. The following shall apply to the operation
23 of the Affirmative Action Committee:

24
25 A. The Affirmative Action Committee is distinguished from the Equity
26 Committee of the School Board, which investigates individual
27 complaints, in that the Affirmative Action Committee is not
28 necessarily comprised solely of employees of the District. The
29 Affirmative Action Committee shall not have access to materials or
30 items which are confidential by law.

31
32 B Responsibilities of the Affirmative Action Committee shall include
33 but not be limited to the following:

34
35 (1) Monitoring all educational programs and employment
36 opportunities to ensure that they are available to all
37 individuals with the district who are eligible under the State
38 of Florida and the School Board of Osceola County,
39 Florida.

40
41 (2) Monitoring the hiring of protected classes of employees.

42
43 (3) Reviewing promotional opportunities for protected class
44 employees.

45
46 (4) Reviewing the percentage of disciplinary actions against
47 protected classes of students and employees.

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- (5) Monitoring the participation of protected classes of students and parents in school activities and providing motivational programs to promote increased participation if needed.
- (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.

1
2 The Affirmative Action Committee is purely an advisory body and
3 does not have the authority to commit or obligate the School Board
4 or District in any manner. The Committee serves at the discretion
5 of the School Board and may be modified or dissolved by future
6 School Board action in accordance with law.

7
8 E. Implementation *Revised 4/14/92*

9
10 The Superintendent shall implement the affirmative action policy of this
11 School Board by all appropriate means, including the following:

- 12
13 (1) Ascertain that all unnecessary references to sex, race, religion,
14 disability or national origin have been removed from any and all
15 applications for employment or for enrollment in programs.
16
17 (2) The term "Equal Opportunity Agency" shall be printed on all
18 stationary and applications for employment.
19
20 (3) Maintain a continuous review of all curriculums and curriculum
21 materials to avoid materials biased as to sex, race, national origin,
22 religion, and/or disability.
23
24 (4) Disseminate information to all employees that a credit union is
25 available to help meet their financial needs.
26
27 (5) Maintain an exit interview program to ascertain reasons for and
28 solutions to any existing turnover problems among minority and
29 female employees.
30
31 (6) Provide ample opportunities for employees to discuss individual
32 problems informally outside normal administrative channels to
33 obtain needed advice and counseling with complete confidentiality.
34
35 (7) Promulgate an administrative memorandum providing a method for
36 the filing of formal written complaints alleging discrimination and
37 assuring that such complaints will be fully investigated, receive an
38 impartial review, and take appropriate action on the same if
39 warranted.
40
41 (8) Continue to maintain an active recruitment program in colleges
42 throughout Florida and the southeastern United States having
43 predominantly black graduates.
44
45 (9) Report at least annually to the School Board as to the
46 implementation of this Plan and to recommend to the School Board

1 any change in this policy or additions thereto from time to time as
2 he may deem advisable or appropriate.

3
4 1.24 TITLE 1 COMPARABILITY *Adopted 7/23/91, Amended 6/15/99*

5
6 It is the intent of the School Board that all District budget resources are to be
7 distributed on an equitable basis using School Board established formulas to ensure
8 comparability. In addition, a Title 1 comparability calculation will be done
9 annually and submitted to the School Board for review and approval.

10
11 1.25 PUBLIC CONDUCT ON SCHOOL PROPERTY AND THROUGH
12 COMMUNICATIONS *Adopted 6/15/99*

13
14 It is the intent of the School Board to promote respect, civility, and orderly
15 conduct among district employees, parents, and the public. It is not the intent of
16 the School Board, however, to deprive any person of his or her right to freedom of
17 expression. The intent of this policy is to maintain, to the greatest extent
18 reasonably possible, a safe, harassment-free workplace for teachers, students,
19 administrators, other staff, and parents and other members of the community.

20
21 In the interest of presenting teachers and other employees as positive role models,
22 the School Board encourages positive communication and discourages disruptive,
23 volatile, hostile, or aggressive communications or actions.

24
25 A. Authority to Direct Persons to Leave School or School Board Premises.

26 Any individual who:

- 27
28
29 (1) Disrupts or threatens to disrupt school or school district
30 operations;
- 31
32 (2) Threatens to or attempts to do or does physical harm to
33 school board personnel, students, or other persons lawfully
34 on a school campus or school board premises;
- 35
36 (3) Threatens the health or safety of students, school board
37 personnel, or other persons lawfully on a school campus or
38 school board premises;
- 39
40 (4) Intentionally causes damage to school, school board
41 property, or property of others lawfully on a school campus
42 or school board premises;
- 43
44 (5) Uses loud or offensive language; or
- 45
46 (6) Without authorization comes on a school campus or other
47 school board premises may be directed to leave the school

1 campus or school board premises by a school's principal or
2 assistant principal, or in their absence a person who is
3 lawfully in charge of the school, or any district level
4 administrator including the Superintendent of schools.
5

6 If the person refuses to leave the premises as directed, the administrator or
7 other authorized personnel shall seek the assistance of law enforcement and
8 request that law enforcement take such action as is deemed necessary.
9

10 If the offender threatens personal harm, the employee may contact law
11 enforcement.
12

13 B. Authority to Deal with Persons who are Verbally Abusive:
14

15 If any member of the public uses obscenities or speaks in a demanding,
16 loud, insulting, and/or demeaning manner, the employee to whom the
17 remarks are directed shall warn the speaker to communicate civilly. If the
18 verbal abuse continues, the employee to whom the remarks are directed
19 may, after giving appropriate notice to the speaker, terminate the meeting,
20 conference, or telephone conversation. If the meeting or conference is on a
21 school campus or school board premises, any employee may request that
22 an administrator or other authorized personnel direct the speaker to
23 promptly leave the premises.
24

25 If the person refuses to leave the premises as directed, the administrator or
26 other authorized personnel shall seek the assistance of law enforcement and
27 request that law enforcement take such action as is deemed necessary.
28

29 If the employee is threatened with personal harm, the employee may
30 contact law enforcement.
31

32 C. Abusive, Threatening, or Obscene Email or Voice Mail Messages:
33

34 If any district employee receives an email or voice mail message which is
35 abusive, threatening, or obscene, the employee is not obligated to respond
36 to the email or return the telephone call. The employee may save the
37 message and contact the Superintendent or his/her designee.
38

39 If the message threatens personal harm, the employee may contact law
40 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
13 Florida Statutes, State Board Regulations, the Auditor General's office and
14 the 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. Imple: 237.01, 237.34 and 230.22(5), F.S.

24
25 **2.2 BUSINESS OPERATIONS**

26
27 **2.2.1 District Financial Records**

- 28
- 29 A. The Superintendent shall be responsible for keeping adequate records and
30 accounts of all financial transactions as prescribed by the Commissioner of
31 Education.
 - 32
 - 33 B. The expenditure of all state, local and federal funds shall be so accounted
34 on a school-by-school and District-aggregate basis in accordance with the
35 manual developed by the Department of Education, or as provided by law.
36 The School Board, in cooperation with the Department, shall plan mutually
37 compatible programs for the refinement of cost data and the improvement
38 of the accounting and reporting system.
 - 39
 - 40 C. The School Board shall report on a District-aggregate basis expenditures
41 for inservice training pursuant to subsection (3) of Section 236.081, Florida
42 Statutes, and for categorical programs as provided in subsection (5) of
43 Section 236.081.
 - 44
 - 45 D. The School Board shall report on a school-by-school and on a District-
46 aggregate basis expenditures for each program set forth in subsection (l)(c)
47 of Section 236.081, Florida Statutes.

1
2 E. The Superintendent is authorized to develop internal forms, establish
3 subsidiary records, establish cut-off dates and develop any other
4 operational procedure that he deems necessary to ensure sufficient control
5 and effectiveness, except that such procedures shall not be contrary to
6 State Board Regulations. These actions must be published and distributed
7 in sufficient time prior to the effective date to ensure an orderly transition.
8

9 Auth: 320.22, F.S.

10 Imple: 237.01 and 237.34, F.S.; and SBR 6A-1.01
11

12 2.2.2 District School Budgets
13

14 A. Annual Budget
15

16 The annual budget shall be prepared, advertised, presented at a public
17 hearing, adopted by the School Board, and submitted to the Commissioner
18 of Education in accordance with State Board Regulation 6A-1.002 and
19 Chapter 237, Florida Statutes. *Amended 6/30/92*
20

21 B. Budget Amendments *Revised 11/7/95*
22

23 Expenditures may temporarily exceed the amount budgeted by function and
24 object pending approval of budget amendments by the School Board.
25 Budget amendments will be presented to the School Board for approval
26 within ninety (90) days of an overexpenditure by major function and object
27 or by the due date of the Annual Financial Report, whichever occurs first.
28

29 Amendments to the Special Revenue-Other Fund will be considered
30 approved by the School Board at the time the Board approves an
31 entitlement grant where the grant application includes a budget summary.
32

33 Impl: 237.02(3), F.S.; 6A-1.006, FAC.
34

35 C. Financial Statements
36

37 In addition to other financial reports required by law or by State Board
38 Regulations, the Superintendent shall submit to the Board a monthly
39 financial statement, as prescribed by the Board.
40

41 D. Capital Improvement Fund *Amended 7/2/96*
42

43 The School Board shall establish a depository account into which shall be
44 deposited proceeds and interest earned from the sale of school district
45 bonds as required by State Requirements for Educational Facilities.
46

47 Separate project accounts or construction accounts shall be kept for all

1 capital outlay projects subject to the provisions of Section 235.26(4). F.S.,
2 in accordance with State Board Rule 6A-1.011. Amended 6/30/92

3
4 Auth: SREF Chapter 2.1(3).

5
6 E. Execution of Budget

7
8 It shall be the duty of the Superintendent and the School Board to take
9 whatever action is necessary during the fiscal year to keep expenditures and
10 obligations within the budgeted income in accordance with State Board
11 Regulation 6A-1.007.

12
13 F. Purchasing Policies

14
15 The Superintendent is directed to centralize the purchasing activities of the
16 District within the guidelines and requirements of State Board Rule 6A-
17 1.012. All purchases shall be made through the Purchasing Department of
18 the Board except to the extent expressly noted hereinafter.

19
20 The Superintendent shall publish a Purchasing Manual defining guidelines
21 and procedures for conducting the function of purchasing in accordance
22 with the policy stated herein and consistent with State Board Rule 6A-
23 1.012.

24
25 (1) Purchase Orders and Contracts *Revised 6/28/94*

26
27 (a) School Board Approval Required

28
29 All purchases except petty cash purchases and those
30 otherwise authorized herein will be based on purchase
31 orders issued by the Purchasing Department of the School
32 District. All purchase orders and contracts equal to or
33 exceeding the amount requiring bids according to State
34 Board Rule 6A-1.012(6), must be approved in advance by
35 the School Board.

36
37 (b) Purchasing Department to Issue Purchase Orders for
38 Purchases Between \$1,000.00 and the Dollar Amount at
39 Which School Board Approval is Required. Other
40 Designees Authorized to Issue Purchase Orders Less Than
41 \$1,000.00 *Amended 7/21/98*

42
43 Pursuant to State Board Rule 6A-1.012, the School Board
44 designates the Superintendent and his designees in the
45 Purchasing Department of the School District to approve
46 purchase orders up to the amount requiring bids according
47 to State Board Rule 6A-1.012(6). All purchase orders

1 equal to or exceeding \$1,000.00 but less than the amount
2 requiring School Board approval must be issued through the
3 School District Purchasing Department, and approved in
4 writing by the Superintendent or his authorized designee in
5 the Purchasing Department. The Superintendent is
6 authorized to designate employees outside the Purchasing
7 Department to issue purchase orders less than \$1,000.00 or
8 any lesser amount established by the Superintendent. The
9 Superintendent or designee will not execute any purchase
10 orders or contracts unless funds to cover the expenditure
11 are authorized by the budget, have not been encumbered,
12 and the purchase and purchasing procedure are in
13 compliance with all applicable rules and regulations.
14

15 Principals and District Level Administrators are authorized
16 to enter into contracts to be paid from or into internal funds,
17 and contracts which do not involve the expenditure of
18 funds, so long as those contracts comply with this rule. The
19 Principal or District Level Administrator is authorized to
20 enter into contracts, which involve the expenditure of funds
21 which are not internal funds so long as those contracts do
22 not exceed \$1000.00 in monetary impact. If the monetary
23 impact is greater than \$1000.00 and less than or equal to the
24 amount requiring bids according to State Board Rule 6A-
25 1.012(6), then the Superintendent is authorized to approve
26 the contract and that contract will be reported to the School
27 Board. If the monetary impact is greater than the amount
28 requiring bids according to State Board Rule 6A-1.012(6),
29 then it must be approved in advance by the School Board.
30

31 Contracts will be consistent with the best interests of the
32 School District and will provide adequate financial
33 protection for the District. The terms of the contracts will
34 not violate the code of ethics for public officers and
35 employees, Chapter 112, Florida Statutes. The School
36 Board may adopt standard provisions which will be
37 circulated to Principals and Administrators. If a contract is
38 not consistent with the standard contract provisions, it must
39 be approved by the School Board.
40

41 (c) State Price List
42

43 As required by Section 230.23, subsection (10)(j), Florida
44 Statutes, consideration shall be given to price agreements
45 and state contracts available under regulations of the
46 Department of Management Services, Division of
47 Purchasing.

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(d) Purchasing Department is Responsible to Develop Product Specifications

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

(e) Scope of Transactions Covered by this Policy

For the purpose of this policy, the term "purchase order" or "contract" shall mean any purchase order, contract agreement, lease, or other pledge or encumbrance, wherein the School Board is obligated to pay a sum of money in consideration of its receipt of any goods or products whether tangible or intangible, or services, except services performed by employees in the course of their employment with the Board, travel reimbursements and purchases from internal 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

1 proposals and to make a recommendation to the School
2 Board as to the award of the contract. *Amended*
3 *6/17/97*

- 4
- 5 (b) The Board shall have the authority to reject any or all bids
6 and request new ones. In acceptance of bids, the Board
7 shall act in compliance with State Board Regulation 6A-
8 1.012.
- 9
- 10 (c) Whenever practical, items for which a District bid has been
11 awarded shall be purchased from the vendor to whom the
12 bid has been awarded.
- 13
- 14 (d) Food items for the District Food Service operation shall be
15 purchased following sealed bid procedures with the
16 exception that they be awarded by the Superintendent and
17 the results presented to the Board for information in the
18 consent agenda.
- 19
- 20 (e) Written, including facsimile, quotes shall be requested from
21 at least three (3) sources for all authorized purchases
22 exceeding one thousand dollars (\$1,000) except for items
23 specifically exempted by State Board Regulations.
24 *Amended 6/17/97*

25
26 Auth. 237.02(1)(a). FS

27
28 (3) Resolution of Bid Protests *Revised 6/28/94*

29
30 The School Board hereby adopts the procedure specified in Florida
31 Statutes, Section 120.57(3) for the resolution of bid protests
32 subject to the following:

- 33
- 34 (a) The bid tabulation shall be posted at the location where the
35 bids were opened within a reasonable period of time after
36 the opening of the bids.
- 37
- 38 (b) The Director of Purchasing or designee shall notify all
39 bidders that:

40
41 "Failure to file a protest within the time prescribed in
42 Section 120.57(3), Florida Statutes shall constitute a waiver
43 of proceedings under Chapter 120, Florida Statutes."

44
45 This notice shall be prominently posted in writing at the
46 place where bid tabulations are posted.

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(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.

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.

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(e) The School Board shall conduct an informal administrative hearing, under Section 120.57(2), Florida Statutes, acting as the agency head, where there are no disputed issues of material fact. The informal hearing shall be held within seven days, excluding Saturdays, Sundays and legal holidays of receipt of the formal written protest, unless the parties, with the consent of the School Board, agree to extend the time for the hearing. The School Board shall have the right to schedule the hearing subject to these provisions.

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

Auth. 120.57(3)(a), FS

(4) Proposals

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

(5) Pool Purchases

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

(6) Property Records

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

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Property Manual defining guidelines and procedures for conducting the function of maintaining Property Records in the District.

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

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

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

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

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

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

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

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

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

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

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

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

If at any time there is reason to believe that conditions in the District have changed so that the conditions of the most recent survey have become obsolete and invalid, the School Board may arrange for a new survey and prepare a new priority list in

1 accordance with the provisions of State Requirements for
2 Educational Facilities.

3
4 Auth: SREF, Chapter 3.1.

5
6 (2) Cooperative Use of Facilities

7
8 The School Board may participate with one or more adjacent
9 school districts in a cooperative project to establish a common
10 school facility to accommodate pupils residing in the respective
11 districts. In this event the cooperating district shall:

- 12
13 a. Adopt and submit to the Commissioner of Education a joint
14 resolution indicating their commitment to the utilization of
15 the requested facility.
16
17 b. Request the Commissioner to have a school facility needs
18 survey conducted to determine the school facility necessary
19 for the proposed use; and
20
21 c. Designate the school district in which the facility is to be
22 located and which is to assume responsibility for the
23 operation, maintenance, and control of the facility.
24

25 All facilities established pursuant to this section shall
26 maximize the use of modular and relocatable units.
27

28 235.42(9), 235.22, 235.195, F.S.

29
30 (3) Contract Administration *Adopted 7/2/96*

31
32 The Superintendent shall establish and maintain a program for
33 construction contract administration. The program shall assure that
34 insurance required under the contract is in place in a form
35 acceptable to the District; that certificates of insurance and
36 insurance policies meet contract specifications; that any surety bond
37 requirements are obtained according to the contract; that the
38 insurance bonding requirements are maintained throughout the
39 required term of the contract; and that any warranties required by
40 the contract are issued.
41

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

43
44 The School Board may authorize the Superintendent to approve
45 change orders in the name of the Board where the monetary impact
46 is less than \$10,000. These approvals are for the purpose of
47 expediting the work in progress and shall be reported to the School

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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 fifty dollars (\$50). *Amended 6/27/00*

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*

1 In the event of accidental injury, a Notice of Injury, prepared in accordance
2 with directions from the Risk Management Department, on forms provided
3 by that department, shall be filed the first (1st) working day following the
4 accident by the principal or department head.
5

6 If an employee has sustained an injury/illness in the course and scope of his
7 employment and the authorized treating physician has stated in writing that
8 the employee is able to return to work with restrictions, the Risk
9 Management Department may assign the employee to light duty. If the
10 immediate supervisor cannot accommodate the restrictions, the Risk
11 Management Department will coordinate with the Personnel Department
12 for placement into one of the Board approved light duty positions with a
13 salary commensurate with the job assignment. Light duty is a temporary
14 assignment not to exceed six (6) months. However, in the case of injury
15 occurring under such circumstances as in the opinion of the School Board
16 warrants it, an additional light duty assignment may be granted.
17 *Adopted 7/23/91*
18

19 An employee who has been assigned a permanent impairment rating shall
20 receive consideration for open positions within the School District,
21 provided the employee is qualified for the position. If there are no
22 positions available for which the employee is qualified, the employee will
23 be terminated and be eligible for wage loss as required by the workers'
24 compensation statutes.
25

26 Auth: 230.22, F.S.
27

28 Imple: 237.01, 237.02, 237.041, 237.071, 237.081, F.S.; SBE
29 Regulations 6A-1.02, 6A-1.03, 6A-1.06, and 6A1.08; 230.22(5),
30 F.S.; 236.084 and 236.035, F.S., and SBE Regulation 6A-1.09;
31 236.02, F.S.; 237.101, F.S. and SBE Regulation 6A-1.07; SBE
32 Regulation 6A-1.12, and 230.23(10)(j), F.S.; SBE Regulation
33 6A-7.42(2)(g)2, and 228.195, F.S.; SBE Regulation 6A-1.13;
34 SBE Regulations 6A-1.15, 6A-1.29 and 6A1.30, 229.053 and
35 229.512, F.S.; 236.612, F.S., and SBE Regulations 6A1.301 and
36 6A-1.34; SBE Regulation 6A1.57; SBE Regulation 6A-1.692,
37 and 237.191, F.S.; 237.34, F.S. and SBE Regulation 6A1.87 and
38 6A1.85; 233.46(1), 215.19 and Chapters 230, 235, 274, and 440,
39 F.S.
40

41 K. Reporting Claims or Potential Claims Against the School Board
42 *Adopted 6/17/97*
43

44 All employees of the School District shall immediately notify their
45 administrator or supervisor of all claims made, or potential claims which
46 may be made, against the School Board of Osceola County, Florida, its
47 agents, representatives, or employees. For the purposes of this procedure,

1 the terms "claim" and "potential claim" shall include, but not be limited to,
2 Equal Employment Opportunity Commission complaints, Florida
3 Commission on Human Relations complaints, Office of Civil Rights
4 complaints, letters sent pursuant to §768.28, Florida Statutes, requests for
5 due process hearings under IDEA, letters threatening litigation or legal
6 action of any kind, and subpoenas for deposition or for trial.

7
8 "Claim" and "potential claim" do not include claims which the employee
9 has brought or plans to bring against the District himself or herself.

10
11 All administrators shall notify Risk and Benefits Management in writing of
12 all claims or potential claims against the School Board. The written notice
13 shall be provided the first working day after the administrator becomes
14 aware of the claim or potential claim. The written notice shall also include
15 copies of all documents in the administrator's possession which explain the
16 claim, and the administrator's summary of the events and circumstances
17 surrounding the claim. If the claim was made verbally to the administrator,
18 a summary of the conversation should be reduced to writing, signed by the
19 individual reporting the claim or potential claim, and forwarded to Risk and
20 Benefits Management with the notice of the claim.

21
22 The Superintendent shall establish procedures for the implementation of
23 this policy.

24
25 Auth. 230.22 & 230.23(10)(1), FS

26
27 **2.2.3 Investments** *Revised 6/28/94 & 11/7/95*

28
29 **A. SCOPE**

30
31 This investment policy applies to funds of the School District of Osceola
32 County, Florida in excess of those required to meet short-term expenses.
33 Excluded are pension funds, trust funds, and funds related to the issuance
34 of debt where there are other existing policies or indentures in effect for
35 such funds.

36
37 **B. INVESTMENT OBJECTIVES**

38
39 The District's principal investment objectives, in order of importance, are:

- 40
41 (1) Safety of capital - no investment will be purchased bearing any
42 significant risk that the issuer may default or that the value of the
43 security at the anticipated date of redemption plus income received
44 will be less than its cost.
45
46 (2) Liquidity of funds - no investment will be made that matures after
47 the anticipated date funds will be needed or that is not readily
48 marketable.

- 1
2 (3) Investment income - subject to constraints of safety, liquidity, and
3 permitted investments, investments will be purchased to maximize
4 the return on funds.
5

6 C. PERFORMANCE MEASUREMENT
7

8 In order to assist in the evaluation of the portfolio's performance, the
9 School Board will use performance benchmarks. The use of benchmarks
10 will allow the Board to measure its returns against other investors in the
11 same markets. The State Board of Administration's Local Government
12 Surplus Funds Trust Fund (the "SBA Pool") will be used as a benchmark
13 as compared to the portfolios' net book value rate of return.
14

- 15 (1) An established benchmark, with a duration and asset mix which
16 approximates the School Board's portfolio, will be utilized as a
17 benchmark to be compared to the portfolio's net market value rate
18 of return.
19
20 (2) The annual report will show performance on both a book value and
21 market value return basis and will compare the results to the above-
22 stated performance benchmarks.
23

24 D. PRUDENCE AND ETHICAL STANDARDS
25

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

41 E. AUTHORIZED INVESTMENTS
42

43 Permitted investments are limited to the following:
44

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

F. MATURITY AND LIQUIDITY REQUIREMENTS

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

1 G. PORTFOLIO COMPOSITION

2
3 Individual securities with maturity dates in excess of five years may be
4 purchased only with advance approval of the School Board.
5

6 H. RISK AND DIVERSIFICATION

7
8 The portfolio shall be diversified to avoid incurring unreasonable risks
9 regarding specific security types or individual financial institutions.
10

11 I. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

12
13 Reputable securities brokers and dealers may be utilized in acquiring
14 investment securities, provided that any professional investment advisor
15 employed by the School Board may not act as a broker/dealer for trades
16 with the School Board.
17

18 J. THIRD-PARTY CUSTODIAL AGREEMENTS

19
20 All securities purchased by the School Board will be held by a third-party
21 custodian. Third-party custodial agreements will be approved by the
22 School Board. Withdrawals of securities may be made only by the
23 Superintendent or other employee of the Board as authorized by the
24 Superintendent.
25

26 Securities transactions between a broker-dealer and the custodian involving
27 the purchase or sale of securities by transfer of money or securities must be
28 made on a delivery vs. payment basis.
29

30 K. DERIVATIVES AND REPURCHASE AGREEMENTS

31
32 All repurchase agreements will adhere to the requirements of a Master
33 Repurchase Agreement which will be entered into between the School
34 Board and each financial institution or dealer prior to any repurchase
35 agreement transactions.
36

37 Reverse repurchase agreements and investments in any derivative products
38 are specifically prohibited.
39

40 L. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

41
42 After the type of investment to be purchased has been selected by the
43 investment advisor or designated staff member and when feasible and
44 appropriate, competitive bids will be solicited from a minimum of three
45 banks and/or dealers. Bids will be held in confidence until the purchase is
46 awarded.
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- (1) However, in circumstances which, in the judgment of the investment advisor or designated staff member, competitive bidding would inhibit the selection process, securities may be purchased utilizing the comparison to current market price method. Examples of conditions when this method may be used include:
 - a. When time constraints due to unusual circumstances preclude the use of the competitive bidding process.
 - b. When no active market exists for the issue being traded due to the age or depth of the issue.
 - c. When a security is unique to a single dealer, for example, a private placement.
 - d. When the transaction involves new issues or issues in the “when issued” market.
 - (2) Acceptable current market price providers include, but are not limited to:
 - a. Telerate Information System.
 - b. Bloomberg Information System.
 - c. The Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing.
 - d. Daily market pricing provided by the Authority’s custody agents or their correspondent institutions.
 - (3) Overnight sweep investment agreements will not be bid, but may be placed by the depository bank relating to the demand account for which the sweep agreement is in effect.

37 M. INTERNAL CONTROLS

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

1 N. REPORTING

2
3 A report showing the securities in the investment portfolio by type, book
4 value, income earned, and market value shall be filed with the School
5 Board quarterly.

6
7 Impl. Sec. 218.415 F.S.

8
9 2.3 BUDGETING CONCEPTS AND PROCEDURES

10
11 2.3.1 Concept

12
13 Sound business management requires careful planning. The preparation and
14 maintenance of the annual budget is a year-around job. To ensure economy and
15 efficiency of the financial operations and to keep expenditures within anticipated
16 receipts, a budget system has been established by Florida Statutes for the control
17 of finances. To be effective and to produce budgetary control that is required and
18 necessary will demand the cooperation of all School Board employees.

19
20 A good school budget is essentially the financial plans developed to meet the
21 educational needs. These plans should include expenditures for the next fiscal year
22 and long-range problems. Budget requirements include both instructional and non-
23 instructional programs.

24
25 In formulating the school budget, the principal shall involve the teachers and staff
26 in curriculum development and in instructional procedures so as to adequately
27 estimate supply expense, equipment and utility requirements. Plans shall be
28 supported by statement of purpose, reason for change and summaries of research
29 and experience. Requests from department heads shall be based on an inventory of
30 school equipment and supplies, plans and needs for the coming year, and projected
31 long-term plans.

32
33 Auth: 230.22, F.S
34 Imple: 230.23(10) and 237.041, F.S.

35
36 2.3.2 Budget Review Committee

37
38 A Budget Review Committee shall be appointed by the Superintendent to serve at
39 his discretion for the purpose of developing and reviewing the District School
40 Budget.

41
42 Auth: 230.22, F.S. Imple: 236.02 and 236.081, F.S.

43
44 2.3.3 School and Department Budgets

45
46 The Budget Review Committee shall develop an allocation formula for allocating
47 funds to the schools and departments for development of their operational budgets.

1 The formula and allocations shall be approved by the Superintendent prior to being
2 released to school and department heads.

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

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

13
14 2.4 SALARY SCHEDULE RULES

15
16 2.4.1 A. Salary Schedule

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

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

37
38 B. Salary Corrections

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

1 employee, recovery shall be by direct reimbursement and shall be due and
2 payable within thirty (30) days of notice of the amount due.

3
4 Auth: 230.22, F.S.

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

6
7 **2.4.2 Payroll Periods**

8
9 Payroll period schedules and pay date schedules shall be adopted annually by the
10 School Board.

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

13
14 **2.4.3 Special Retirement Benefits**

15
16 **A. Accumulated Sick Leave**

17
18 All personnel eligible to retire as provided by law shall be entitled to
19 payment for the maximum accumulated sick leave allowed by law.

20
21 Auth: 230.22 F.S.

22 Imple: 231.40 (2)

23
24 **B. Group Insurance**

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

34
35 Auth: 230.22,F.S. Imple: 230.33(7), F.S.; SBE Regulations 6A-1.052

36
37 **2.4.4 Deductions**

38
39 No deductions shall be made from the salaries of employees of the School Board
40 unless such deductions are required by law or are approved in writing by the
41 employee to be affected. Termination of any deduction must be in writing to the
42 Payroll Department. Deductions for group hospital insurance shall be limited to
43 one (1) group insurance company.

44
45 Auth: 230.22, F.S.

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

47

1 2.4.5 Casual Labor

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

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

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2.4.6 Twelve Month Personnel - Holidays - Vacation

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

22
23

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

24

2.4.7 Request for Payroll Change

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29

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

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31

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

32
33

2.4.8 Travel

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A. Authorization for Travel

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

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

1
2 The Superintendent may designate certain members of his staff to a
3 permanent travel status, using an approved form. This will be a blanket
4 travel authorization for employees to travel as their jobs require on a day-
5 to-day basis. This excludes overnight travel and meals.
6

7 All other travel must be on a by-trip basis, approved by the Superintendent
8 of Schools or his designated representative in advance on an approved
9 form.
10

11 B. Reimbursement
12

13 All personnel and officials of the District shall be reimbursed for any
14 expenses incurred while on authorized travel not to exceed the maximum
15 allowed by current laws and SBE rules, the terms of which shall be
16 disseminated to such personnel by the Superintendent in administrative
17 memos, effective July 1, 1979.
18

19 Auth: 230.22(2), F.S. Imple: 112.061, F.S.
20

21 2.5 GIFTS
22

23 2.5.1 Gifts to Employees *Amended 6/30/92, Revised 6/17/97*
24

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

45 B. "Lobbyist" means any individual, firm, association, partnership, corporation
46 or any other such group who, for compensation, seeks or sought during the
47 preceding 12 months, to influence the governmental decision-making, or to

1 encourage the passage, defeat, or modification of any proposal or
2 recommendation by the employee or the School Board.

3
4 C. "Solicitation" and "Acceptance of Gifts".

5
6 An employee shall not solicit or accept a gift from any lobbyist or person,
7 natural or corporate, doing business or soliciting business with the School
8 Board or any public school within the District based upon any
9 understanding that the vote, official action, or judgment of the employee
10 would be influenced thereby.

11
12 An employee is prohibited from accepting a gift with a value equal to or in
13 excess of \$100.00 from any lobbyist or person, natural or corporate, doing
14 business or soliciting business with the School Board or any public school
15 within the District.

16
17 An employee may accept a gift with a value that is less than \$100.00 from
18 any lobbyist or person, natural or corporate, doing business or soliciting
19 business with the School Board or any public school within the District, if
20 it is reported in writing to the Superintendent and reported to the
21 Commission on Ethics as required under Florida law. An employee need
22 not report a gift in value equal to or less than \$25.00. Gifts or bonuses
23 which are advertised as accompanying a purchase of goods, materials, or
24 equipment of any kind and ordered in the name of the school, District,
25 students or employees of the School Board may be accepted, providing
26 such gifts or bonuses become and remain the property of the school or the
27 District.

28
29 D. This section shall not act to prohibit the acceptance of gifts from those
30 persons who are not lobbyists or persons, natural or corporate, doing
31 business or soliciting business with the School Board or any public school
32 within the District.

33
34 E. The willful violation of this Rule by any employee shall be cause for
35 disciplinary action up to and including dismissal.

36
37 Auth: 231.001, F.S.

38
39 2.5.2 Gifts to Schools

40
41 Gifts or property in excess of \$10, which is donated to the District, the School
42 Board, or any school, must be reported to the Superintendent and accepted by the
43 School Board. Gifts may be received by the School Board or any public school
44 within the District from any source, and such gifts may be tendered to any School
45 Board member or employee for acceptance on behalf of the School Board. Such
46 gifts shall be acknowledged within three (3) working days of receipt by filing with
47 the Superintendent a statement upon a form approved by the School Board,

1 indicating the name and address of the donor, a description of the gift, the value of
2 the gift as agreed to by donor and recipient, the name of the recipient, and the date
3 and place of receipt. The gift shall then be entered upon the inventory list of the
4 District and shall become the property of the School Board, or, if cash, shall be
5 deposited in the appropriate fund. The word "gift" as used herein, includes any
6 bonus, rebate, refund, gratuity or personal property. The Superintendent shall
7 transmit all gift reports received to the School Board at the next regular Board
8 meeting.

9
10 The willful violation of this rule by an employee shall be cause for suspension or
11 dismissal.

12
13 Gifts in the form of chemicals for Science Labs or Art Classrooms and playground
14 equipment must be reported to the Risk Management Department to ensure that
15 proper safety standards are met. *Adopted 7/23/91*

16
17 Auth: 230.22, F.S. Imple: 230.23(10), F.S.

18
19 **2.5.3 Purchase of Awards and Gifts with Budgetary Funds***Amended 6/30/92*

20
21 The Superintendent may authorize the expenditure of budgetary funds to provide
22 non-monetary awards such as, but not limited to, plaques, certificates, medals and
23 ribbons of recognition for outstanding and meritorious service to district
24 employees, students, school volunteers, or advisors/committee members.
25 Expenditures for such awards shall not exceed one hundred dollars (\$100.00) per
26 award unless approved by the School Board in advance. *Amended 6/16/98*

27
28 Auth: 230.22(2), F.S. Imple: 230.23(5)(g)

29
30 **2.5.4 Monetary Awards** *Adopted 6/30/92*

31
32 The School Board may authorize monetary awards to persons who propose
33 procedures or ideas which are adopted by the School Board and which result in
34 eliminating or reducing School Board expenditures or improve district or school
35 center operations. No award granted under the provisions of this rule shall exceed
36 \$1000 or ten (10%) percent of the first year's gross savings, whichever is less.

37
38 Auth: 230.22920, F.S. Imple: 230.23(5)(g)

39
40 **2.6 PROMOTIONS AND PUBLIC RELATIONS FUNDING**

41 *Amended 3/4/97 & Reviewed 6/17/97*

42
43 A. Schools are authorized to spend internal account funds generated by
44 auxiliary enterprise(s) and undesignated gifts on promotions and public
45 relations as defined in State Board Regulations. Such funds generated by
46 students can only be disbursed for activities involving students or their
47 parents.

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

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

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

Auth: 230.23 & 237:046, F.S

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

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

Auth: 230.22(2)F.S.

2.8 PAYMENT OF PROFESSIONAL MEMBERSHIP DUES

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

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

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

2.9 INTERNAL ACCOUNTS

2.9.1 Principles

A. School Organizations are those whose existence is derived from the school program or from personal associations in the school setting. Members normally consist of students. Adult leadership, in the form of teacher, coach, or sponsor, and space and equipment are normally provided by the School District. Bands, choruses, other music classes, and combined groups involving more than one such organization from the same school or

1 from different schools are included. Football, basketball, and all athletic
2 teams fielded by the school are included. All student classes and clubs with
3 a Board employee as sponsor approved by the Principal to meet on school
4 grounds are included. Any group with funds on deposit in internal
5 accounts is included.
6

7 The receipts of all school organizations, regardless if derived on or off
8 school grounds, or during or outside the normal school day, will be
9 deposited in internal accounts. Parking fees, concession stand sales,
10 program sales, etc., that are derived from performances by school
11 organizations and athletic events will be deposited to the internal account
12 of that organization unless another school organization or school-related
13 organization conducts the sale and is authorized by the Principal to receive
14 the proceeds. Admission charges will be deposited to internal accounts.
15 Financial operations of all school organizations will be subject to state and
16 local rules governing internal accounts.
17

18 B. School-Related Organizations (or organizations operating in the name of
19 the school) are those holding themselves out to be associated with or
20 supporting a school or school organization but not meeting the definition
21 of school organization. Included are PTO's, Band Booster organizations,
22 and Athletic Booster organizations.
23

24 All such organizations will maintain their financial records on the same
25 fiscal year as the School District. Annual Reports will be filed with the
26 Board in the format prescribed by the Accounting Department by the due
27 date for the District's Annual Financial Report established in State Board
28 Rules.
29

30 School-related organizations may not make payments directly to Board
31 employees for services covered by School Board-approved salary
32 schedules. Any such payments must be processed through the District's
33 payroll system and be in accordance with rules of the School Board. No
34 payments may be made in excess of the School Board-approved salary
35 schedule.
36

37 No school-related organization may solicit funds in a manner implying that
38 such funds will become property of the school unless such funds are
39 deposited directly in internal accounts.
40

41 No school-related organization may utilize students in door-to-door sales
42 or solicitations. School-related organizations may not solicit contributions
43 from the general public through the mail.
44

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

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

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

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

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

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

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

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

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

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

- Florida Statutes
- State Board of Education Rules
- Red Book Chapter 7

School Board Rules
Superintendent's Procedural Directives
Accounting Procedural Memoranda

- (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

1 banquets costing in excess of twice the Class C meal allowance, and
2 purchases of alcoholic beverages are examples violating this principle.

- 3
4 L. Fees Public schools are required to provide free education for grades K-
5 12. No fees may be charged any student for participation in the required
6 thirteen years of basic instruction. Booster clubs or other external
7 organizations may not charge fees in violation of this rule. This rule does
8 not prohibit charging students for destruction of school property or
9 extraordinary wear and tear.

10
11 2.9.2 General Practices

- 12
13 A. Purchase orders All purchases from internal funds will be based on
14 purchase orders approved by the Principal. The Principal may authorize an
15 Assistant Principal (or equivalent administrator) to sign internal accounts
16 purchase orders when he is away from the school. Signature authorizations
17 will be on forms prescribed by the Accounting Department.
18
19 B. The collection of money from students will be kept to a minimum to
20 control accounting requirements and in order that teachers may devote the
21 maximum amount of time to assigned instructional duties.
22
23 C. No school organization shall incur expenditures in excess of the cash
24 resources available to that organization. Items may be purchased for
25 resale, however, when the cost is to be paid from proceeds of the sale even
26 though sufficient cash is not on hand to pay for the items when they are
27 received. An expenditure occurs at the time goods are received, regardless
28 of the date paid.
29
30 D. Internal accounts may not be obligated under notes, installment purchase
31 contracts, or capital lease arrangements except in emergency situations
32 approved by the School Board.

33
34 2.9.3 Standards, Practices and Procedures

35
36 2.9.3.1 Control of Cash Resources

37
38 CHECK SIGNATURES

- 39
40 A. All disbursements except petty cash shall be by check. Checks shall be
41 signed by the Principal and another responsible member of the staff as
42 authorized by the Principal. The Principal may authorize an Assistant
43 Principal (or equivalent administrator) to sign for him when he is away
44 from the school. At no time will anyone co-sign a check on which he/she is
45 payee. Signature authorizations will be on forms prescribed by the
46 accounting department.
47

1 CASH COLLECTIONS AND DEPOSITS

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

- 1
2 J. Adequate cross-training shall be provided so other office personnel can
3 carry out the essential duties of the bookkeeper during periods of absence.
4 In the event other personnel are not available, the duty to ensure funds are
5 properly collected and deposited will fall to the Principal.
6
7 K. The Principal may set up change funds as necessary to support activity
8 ticket sales and concessions.
9
10 L. Pre-numbered tickets shall be used at all functions of school organizations
11 where an admission is charged. All tickets will be controlled by the school
12 bookkeeper who will maintain an inventory of tickets received, used, and
13 returned. A physical inventory of unused tickets will be prepared at the
14 close of each fiscal year.
15
16 M. Collections for student pictures and school insurance will not be handled by
17 school personnel and will not be deposited in internal accounts.
18 Transactions will be handled directly between the parent or student and
19 vendor.
20

21 INVESTMENTS

- 22
23 N. Internal funds which are temporarily idle shall, as required by law, be
24 invested using any medium of investment legal for public funds, and may
25 not exceed insurance protection or other legal collateral limits provided for
26 such public funds. If material, interest earned on deposits of classes and
27 clubs shall be allocated to the appropriate subsidiary accounts. Otherwise,
28 interest shall be credited to the general fund.
29

30 2.9.3.2 School Activity Projects

- 31
32 A. The Principal will assign a sponsor other than the bookkeeper to every
33 ledger account. An official assignment list will be approved by the
34 Principal and retained for audit. Separate ledger accounts should be
35 created for field trips and book orders as needed to show that collections
36 equal disbursements.
37
38 B. School Store The sale of school supplies within a school shall be
39 authorized only under the following conditions:
40
41 (1) The Principal shall determine that the sale of school supplies
42 provides a convenience to students.
43
44 (2) The supplies sold shall be limited to common, essential supplies
45 required by students in their regular school duties, except that a
46 student operated store may be conducted as part of a vocational
47 program. School T-shirts, hats, and similar items bearing the
48 school name or insignia may be sold through the store.

- 1
2 (3) Any profits derived from such sales shall be utilized by the
3 sponsoring group with the approval of the Principal, or will be
4 transferred to the general miscellaneous account.
5
6 (4) All receipts of the school store shall be deposited in internal
7 accounts.
8
9 (5) Year end physical inventories showing item, quantity, and resale
10 value will be prepared and retained for audit. This inventory will be
11 used in the yearly accounting for school store activities and become
12 the opening inventory for the subsequent year.
13

14 CLASSES, CLUBS, DEPARTMENTS

- 15
16 C. Graduating classes or other disbanding organizations may designate all or a
17 portion of their residual funds to a specific project or another internal
18 account. Otherwise, such balances will be transferred to the General
19 Miscellaneous account by the end of the following school year.
20
21 D. The Principal must grant approval, in writing, before a school organization
22 undertakes any project extending beyond the current school year or accepts
23 a restricted donation to be used over a period of time beyond the year in
24 which received. Such approval will be retained for audit. These funds will
25 be accounted for in trust accounts. Scholarship funds that may not be
26 distributed in the current year are an example of this activity.
27

28 2.9.3.3 Purchasing

29 REQUIREMENTS

- 30
31
32 A. The Principal is authorized to sign purchase orders in accordance with
33 School Board Rule 2.2.2F(1)(b). *Amended 7/21/98*
34
35 The purchase of chemicals for use in Science Labs and Art classrooms and
36 the purchase of playground equipment by schools or school related groups
37 must be authorized by the Risk and Benefits Management Department to
38 ensure that proper safety standards are met. *Adopted 7/23/91*
39
40 B. Contracts will not be for more than one year in duration, and will not bind
41 the school beyond the ensuing fiscal year.
42
43 C. Notwithstanding the above, the following purchases must be approved by
44 the Superintendent:
45
46 (1) Any purchase order in excess of \$1,000.00. Splitting purchases to
47 meet this requirement is prohibited.

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(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.

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.

1
2 Travel expenses will be paid on a reimbursement basis unless paid directly
3 to a vendor, e.g., hotel or conference sponsor.
4

5 Reimbursements to employees involving taxable meals will be paid through
6 the District Payroll System in order to include the reimbursement in the
7 employee's W-2.
8

9 Staff expenses for travel not associated with a particular school
10 organization may be paid only from faculty or staff funds.
11

12 H. Student Trips Field trips, trips to athletic competitions, and other travel by
13 student groups, including expenses of adult chaperones, are subject to this
14 section. Actual costs of these trips will be paid. Travel vouchers are not
15 required. Funds may be advanced to pay expenses enroute provided
16 receipts are returned at the completion of the trip. Meal allowances shall
17 not exceed Class C travel amounts.
18

19 I. Items of equipment or furniture for the school's administrative offices or
20 faculty areas, including drapes, rugs, desks, chairs, or ornamental items,
21 may be purchased only from faculty or staff funds.
22

23 J. Promotions and public relations Schools are authorized to spend internal
24 account funds generated by enterprise activities and undesignated gifts on
25 promotions and public relations as defined in State Board Regulations.
26 Such funds generated by students shall be limited to activities involving
27 students or their parents. School internal accounts may not be spent on
28 hospitality of business guests.
29

30 K. Gifts and awards Awards, plaques, etc., in recognition of outstanding
31 performance or service may be purchased for students, employees, and
32 others involved in internal account activities subject to the dollar limit for
33 such awards purchased from District funds. This rule does not restrict
34 scholarships from club or trust accounts nor the distribution of money or
35 property to students as awards when donated to the school specifically for
36 this purpose.
37

38 L. The number of activity supplements and the remuneration of each shall be
39 approved by the School Board. Payments from internal accounts or by
40 school related organizations in excess of those approved are prohibited.
41

42 PROPERTY ACQUISITION AND CONTROL

43
44 M. Property Dispositions Tangible personal property donated to an internal
45 fund for resale may be sold and the proceeds retained in internal accounts.
46 The donor's intention must be established in writing. For example, a car
47 may be donated to a vocational program for repair or resale. Otherwise, all

1 donated and purchased tangible personal property is subject to normal rules
2 for disposition administered by the Purchasing Department. Proceeds will
3 be deposited to the District's General Fund. In unusual circumstances, the
4 School Board may authorize the redeposit of proceeds from asset sales to
5 the internal account that purchased the property.

6
7 2.9.3.4 General Standards, Practices, and Procedures

8
9 **REPORTS**

10
11 A. Reports The Accounting Department is authorized to require reports
12 necessary to provide control over internal account operations and prescribe
13 the format for such reports.

14
15 Major reports and required filing dates are as follows:

16
17 Principal's Annual Report July 15

18
19 Monthly Report on Internal
20 Accounts, Bank Reconcili-
21 ation, Cash Receipts/
22 Disbursements Journal 15th

23
24 Daily Bank Deposit Receipt next day

25
26 Audit Response 21 days after receipt

27
28 The assigned sponsor will review and initial the account's activity
29 on each monthly report.

30
31 A report of any outstanding obligations, by vendor and account, shall
32 accompany the Principal's Annual Report.

33
34 B. Personnel responsible for school stores, yearbooks, and all other resale
35 activities shall provide an accounting of the activity on forms prescribed by
36 the accounting department. Such accounting will include a computation of
37 the sales value of merchandise sold, taking inventories into consideration,
38 and a comparison to actual receipts.

39
40 These reports will be prepared at the conclusion of the sales activity, or at
41 the end of the fiscal year for ongoing activities, and be approved by the
42 principal. Shortages will be adequately explained. In such cases where
43 goods are distributed to students for sale, adequate records will be
44 maintained to fix responsibility to the individuals involved.

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

1
2 AUDITS

- 3
4 D. Audit Response Audit responses will be prepared by the current principal
5 of the school at the time comments are released.
6

7 FUND RAISING

- 8
9 E. Each fund raising activity shall have the approval of the organization
10 sponsor and the principal.
11

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

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

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

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

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

43 With the Principal's approval, schools and school organizations may make
44 contributions of time, goods, and money to philanthropic, educational, and
45 charitable causes of interest to the school. Such activities shall not conflict
46 with the educational program.
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J. School buildings, shall not be used during regular school hours for profit making shows or entertainment sponsored or produced by a person, group, or organization outside the school system. The use of school buildings shall be subject to the provisions of School Board Rule 3.12.

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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Chapter 3

General Operating Rules

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1 **3.0 GENERAL OPERATING RULES**

2
3
4 3.1 TRANSPORTATION

5
6 3.1.1 Student Transportation

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

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

42
43 3.1.2 School Buses *Amended 6/17/97*

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

47

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

- 3
4 A. For short activity trips, for the transportation of pupils, teachers and
5 chaperones, for pupil participation in an activity approved by the
6 Superintendent.
7
8 B. For instructional field trips, for the purpose of pupil participation in an
9 activity directly related to the work of a particular course or program of
10 instruction, which trip shall not end later than 2:00 p.m., except upon prior
11 approval of the Superintendent.
12

13 Expenses for use of school buses for activity, instructional and non-school
14 organization field trips shall be paid by the sponsoring organizations. Rates
15 shall be determined by the Director of Transportation, Finance Dept. and
16 Superintendent. Drivers shall be assigned by the Director of
17 Transportation. The rate of pay shall be fixed by the School Board as per
18 Florida Statutes 234.211
19

20 Sponsoring organizations shall be responsible for the general conduct of
21 students while riding on school buses. All trips shall be properly
22 supervised by at least one (1) chaperone for each bus. The principal shall
23 instruct chaperones as to transportation regulations concerning pupil
24 conduct.
25

26 Application for use of school buses for the above mentioned purposes must
27 be made to the Superintendent not later than ten (10) working days prior to
28 the date of the anticipated trip. The application shall include the
29 destination, routing, and identity of chaperones, and shall describe briefly
30 the purpose of the trip. The Superintendent shall approve such application
31 if satisfied that the trip is of educational value or is of service to the
32 community, if buses are available, if charges are to be paid in advance, and
33 if bodily injury and property damage insurance will cover the trip.
34

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

36 Imple: 6A-3.017(2)(a), 6A-3.017(4)(d), 6A-3.17(4)(b), FAC
37
38

39 3.1.3 School Board Owned and Private Passenger Vehicle Operation for
40 Authorized Transportation *A-F Revised 6/28/94, Amended 6/17/97*
41

42 The following standards set forth the minimum requirements for operation
43 of School Board owned or leased vehicles for business use and the
44 transportation of students. Further, this rule includes the authorized travel
45 by employees or volunteers and the transportation of students in private
46 passenger vehicles.
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A. All prospective employees, current employees, and students that operate board owned or leased vehicles shall be required to possess and maintain a valid motor vehicle drivers license of appropriate classification.

B. Current employees and students shall notify their respective supervisor, principal or teacher of any suspension, revocation, restriction or Driving Under the Influence (D.U.I.) charge within 48 hours of the action being taken or the D.U.I. charge.

Amended 6/17/97

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

- 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.

1 (c) Appropriate disciplinary action will be taken
2 whenever employees driving a school bus are found
3 guilty of driving infractions on a school bus or
4 personal vehicle.
5

6 C. All employees who are required to transport students in the
7 performance of their job responsibilities shall have driving record
8 information obtained by the Risk and Benefits Management
9 Department from the Florida Department of Highway Safety and
10 Motor Vehicles (FDHSMV).
11

12 D. Drivers who operate a School Board vehicle while under the
13 influence or in the possession of alcohol, illegal drugs, or narcotics
14 will be subject to immediate termination.
15

16 E. Restraint belt use is mandatory for all drivers and passengers in all
17 vehicles used for School Board business and authorized student
18 transportation, whether the vehicles are owned, rented, leased, or
19 employee owned provided the vehicle is equipped with restraint
20 belts.
21

22 F. Principals shall not permit school activity trips in vehicles which are
23 not properly licensed and insured. All parents, volunteers, and
24 other persons transporting students on School Board approved, off-
25 campus activities shall be required to show proof of Personal Injury
26 Protection (PIP) insurance as required by Florida Statutes (\$10,000
27 per person) and minimum \$100,000 per person/\$300,000 per
28 accident liability and \$25,000 property damage coverage limits.
29

30 a. The use of vans for student transportation is prohibited
31 unless the vehicles meet all safety standards for passenger
32 cars, under FMVSS 214. This exclusion includes
33 Multipurpose Passenger Vehicles (MPV's). The definition
34 of MPV's includes the various types of vans, minivans,
35 trucks and utility vehicles built on a light duty truck chassis.
36 A list of approved vehicles will be maintained by the Risk
37 and Benefits Management Department.
38

39 b. Drivers shall be District employees or non-employees who
40 are not K-12 students and must be at least 18 years of age.
41

42 G. All field trip requests, whether or not the use of school-owned
43 buses is involved, must follow the provisions of 3.1.1 and must
44 have the approval of the Superintendent. *Amended 9/17/96*
45

46 School-sponsored field trips are not permitted during non-student
47 days, unless directly related to instruction or an ongoing activity of

1 an established District-supported extra-curricular function.
2 *Amended 6/30/92*

3
4 No mode of transportation, commercial carrier or private vehicle
5 may be used unless liability coverage at limits specified by the
6 Superintendent is provided. The sponsoring organization is
7 responsible for providing evidence of insurance. *Amended*
8 *6/30/92*

9
10 Auth: 230.23(8), 231.001 & 230.23(10) F.S.
11 Imple: SBE Regulation 6A-3.017(2)(a)

12
13 3.1.4 Bus Insurance

14
15 The School Board shall provide insurance for bodily injury for transported pupils
16 and for property damage in an amount equal to at least the minimum levels of
17 coverage required by Florida Statutes.

18
19 Auth: 230.22, F.S.
20 Imple: 234.03, F.S.

21
22 3.1.5 Bus Driver Responsibilities

23
24 It shall be the responsibility of each bus driver to:

- 25
26 A. Know and observe local and state traffic laws.
27
28 B. Pass an annual physical examination and meet the requirements of the State
29 and District Board.
30
31 C. Be neat and clean in personal appearance, refrain from the use of tobacco
32 while on duty, and use no profane or vulgar language in the presence of
33 students.
34
35 D. Attend and participate in conferences and training classes for school bus
36 drivers and be prepared at any time to successfully pass a reasonable
37 examination concerning traffic laws, state and local transportation
38 regulations and driving skills.
39
40 E. Require pupils to observe regulations of the State and County, and the
41 District School Board with regard to their transport and safety. Distribute
42 and collect school bus registration sheets for parent signature.
43
44 F. Maintain order and discipline on the bus at all times and do not allow
45 students to bring objects on the bus that would be injurious to other
46 students such as, sharp objects, large band instruments, or any object that
47 would block front door or aisles in the bus in case of an emergency.

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- 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.
- 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*

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

- 1
2 X. Be trained in the principles of first aide for use in case of an emergency.
3
4 Y. Be knowledgeable of and exercise that authority given to school bus
5 drivers in Board Policy 7.2.5.
6

7 Auth: 230.22, F.S.

8 Imple: SBE Regulation 6A-3.17(1)(d) 2 and 230.23(8), F.S.
9

10 3.1.6 Transportation Grants
11

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

16 Auth: 230.22, F.S.

17 Imple: SBE Regulation 6A-3.17(11), 230.23(8) and 230.33(10), F.S.
18

19 3.1.7 Transportation Hazard Surveys
20

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

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

35 3.1.8 Transportation of Physically Handicapped Students
36

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

47 Auth: 229.053(1) Imple: 234.02

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3.2 INSTRUCTIONAL MATERIALS

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

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

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

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

Auth: 230.22, F.S.
Imple: 233.43 and 233.46, F.S.

3.2.1 Use of Instructional Materials by Students

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

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

Auth: 230.22, F.S.
Imple: 233.34(3), F.S.

1 3.2.2 Requisition and Purchase of Texts

2
3 The Superintendent shall requisition and purchase adopted instructional materials
4 in accordance with the provisions of Section 233.22, Florida Statutes.

5
6 Auth: 230.22, F.S. Imple: 233.22, F.S.

7
8 3.2.3 Sale of Instructional Materials

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

26
27 Auth: 230.22, F.S. Imple: 233.09 (3) (c) and 233.46 (2) F.S.

28
29 3.2.4 Copyright

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

1 3.2.5 Basic Texts

2
3 There shall be a basic text or approved materials established for each course
4 offered in the regular school program. Textbooks will be adopted according to
5 State Board of Education Rules. Challenges to textbooks and other classroom
6 materials will follow the same procedure as challenges to Library/Media materials.
7

8 3.2.6 Use of Videos and Films *Adopted 7/2/96*

9
10 Commercially produced entertainment videos and films rated by the Motion
11 Picture Association of America may be used in schools only as indicated below:
12

- 13 A. R, NC-17 and X rated videos and films may NOT be used under any
14 circumstances.
15
16 B. G, PG, PG-13 and non-rated videos and films MAY only be used under the
17 guidelines published by the Superintendent.
18

19 3.2.7 Rules of Selection of Media Center Materials

20
21 A. Philosophy of Selection

22
23 The primary goal of a school media center is to help implement, enrich, and
24 support the educational program of the school. Other goals are concerned
25 with the development of each pupil's reading skill, literary, discrimination in
26 choice of materials, and with instruction in the use of books and media
27 centers. School media centers are equipped to generate understanding of
28 American freedoms and the preservation of these freedoms. It is a function
29 of the media center to provide a wide range of materials on all levels of
30 difficulty, with a diversity of appeal presenting different points of view.
31

32 B. Responsibility for Selection of Materials

33
34 The School Board of Osceola County shall determine and adopt such rules
35 and programs as are deemed necessary by it for the efficient operation and
36 general improvement of the district.
37

38 Selection of materials involves many people: principals, teachers, students,
39 supervisors and media specialists. The responsibility for the selection of
40 media center material is delegated to the professionally trained media
41 center personnel under the direction of the principal, in accordance with
42 School Board adopted guidelines.
43

44 C. Criteria for Selection of Media Center Materials

- 45
46 (1) The process of evaluating materials for inclusion in collections is
47 continuous and systematic. It is preferable to examine materials

1 before purchasing them; however, this is often impractical if not
2 impossible. In such cases, selection is based upon bibliographic
3 sources, selected lists, and reviews in reputable professional
4 journals and publications.

5
6 (2) First consideration is given to the needs of the individual school
7 based on knowledge of the curriculum, of the existing collection,
8 and of the needs of the children. Requests from users
9 (administrators, teachers, parents, students) of the collection are
10 given high priority. Materials are selected so as to provide a wide
11 range of levels of difficulty.

12
13 (3) Materials for purchase are considered on the basis of overall
14 purpose, timelines, importance of the subject matter, quality of
15 writing or production, readability and popular appeal,
16 authoritativeness, reputation of the author, artist, publisher,
17 producer, format, and cost.

18
19 (4) Special consideration is given to treatment of the following
20 elements: religion, ideologies, sex education, sex, profanity, and
21 science.

22
23 a. Religion - Factual unbiased material which represents all
24 major religions is included in the collection.

25
26 b. Ideologies - Factual information on any ideology or
27 philosophy which exerts a strong force in society is included
28 in the collection.

29
30 c. Sex Education - Factual information appropriate for the age
31 group or related to the school curriculum is included in the
32 collection.

33
34 d. Sex - Pornographic, sensational, or titillating materials are
35 not included, but the fact of sexual incidents appearing in
36 the materials does not automatically disqualify them.

37
38 e. Profanity - The fact that profanity appears in material does
39 not automatically disqualify a selection. Care is taken to
40 exclude materials using profanity in a lewd or detrimental
41 manner.

42
43 f. Science - Factual information about medical and scientific
44 knowledge is included in the collection without any biased
45 selection of facts.
46
47

1 D. Procedures for Selection

- 2
3 (1) In selecting materials for purchase, the school library media
4 specialists shall evaluate the existing collection and consult:
5
6 a. Reputable, unbiased, professionally prepared selection aids.
7
8 b. Media staff, curriculum consultants, teachers, students, and
9 community representatives.
10
11 c. The media committee appointed by the principal to serve in
12 an advisory capacity in the selection of materials.
13
14 (2) In determining materials to be purchased, library media specialists
15 follow these procedures:
16
17 a. Multiple items of outstanding and frequently used materials
18 are purchased as needed.
19
20 b. Worn and missing basic items are replaced periodically.
21
22 c. Out-of-date or no longer useful materials are withdrawn
23 from the collection and replaced by new and appropriate
24 materials.
25
26 d. Sets of materials and subscription materials are examined
27 carefully, and are purchased only to fill a definite need.
28
29 (3) Further detailed criteria are listed in the Media Manual for Osceola
30 District Schools.
31

32 E. Challenge to Instructional and Library Material. *Revised 7/21/98*

33
34 Recognizing that the final decision for Instructional and Library Material
35 rests with the School Board, the School Board adopts the following policy
36 for challenges to Instructional and Library Material.
37

- 38 (1) A parent or guardian of a child enrolled in the District (the
39 "Petitioner"), an employee of the District, or a resident of Osceola
40 County may object to Instructional and Library Material by filing
41 form FC-820-244, Request for Reconsideration of School Library
42 Materials (the "Petition") with the Principal. The Petition must be
43 made in writing on the prescribed form, an oral complaint is not
44 sufficient. The Principal will forward a copy of the petition to the
45 Superintendent.
46

- 1 (2) A Petitioner who does not complete and return the form receives
2 no further consideration.
3
- 4 (3) The Principal shall, within twenty (20) days of receipt of the
5 Petition, call a special meeting of the School Library Media Center
6 Advisory Committee or the School Advisory Committee and the
7 Media Specialist (the "Committee"). The Petitioner may be present
8 to make a verbal and/or written statement to the Committee. The
9 Principal will notify the Superintendent of the Committee meeting.
10
- 11 (4) The Committee will give its recommendation to the Principal. The
12 Principal will notify the Petitioner and the Superintendent of the
13 recommendation immediately.
14
- 15 (5) The Petitioner may appeal the recommendation of the Committee
16 to the Superintendent in writing within ten (10) days of receipt of
17 the recommendation. The Superintendent shall organize a meeting
18 of the District Media Review Committee within thirty days of
19 receipt of the Petition, unless the timeline is waived by the
20 Petitioner. The Superintendent will notify the Petitioner of the date
21 of the meeting. The Petitioner will be allowed to make a
22 presentation at the District Media Review Committee meeting. The
23 District Media Review Committee meeting is a public meeting, but
24 no student identifying information may be made public without the
25 parent or guardian's consent.
26
- 27 (6) The standards used by the District Media Review Committee to
28 determine the propriety of the Instructional and Library Material
29 shall be related to educational concerns and shall include:
30
- 31 a. The age of the children who normally could be expected to
32 have access to the Instructional and Library Material.
33
- 34 b. The educational purpose to be served by the material.
35
- 36 c. The degree to which the Instructional and Library Material
37 would be supplemented and explained by mature classroom
38 instruction as part of a normal classroom instructional
39 program.
40
- 41 d. The consideration of the broad, racial, ethnic,
42 socioeconomic, and cultural diversity of the children of the
43 District.
44
- 45 (7) The District Media Review Committee shall issue a written decision
46 within twenty days of the date of the meeting.
47

- 1 (8) The decision of the District Media Review Committee shall be
2 mailed to the Petitioner via certified mail, return receipt requested
3 and shall be reported to the School Board on the next available
4 School Board agenda.
5
6 (9) The Petitioner may appeal the decision of the District Media
7 Review Committee to the School Board by filing a written notice of
8 appeal with the Superintendent within ten (10) days of the date of
9 receipt of the decision. The School Board will make the final
10 determination at the next available School Board meeting. The
11 written decision of the School Board will be issued within thirty
12 (30) days of the date of the School Board meeting.
13
14 (10) During the pendency of a challenge under this rule, the Instructional
15 and Library Material which is the subject of the Petition shall not be
16 accessible to students.
17
18 (11) "Instructional and Library Material" as used in this section means
19 books, but not textbooks adopted by the District or the State,
20 utilized for classroom instruction or in the school library, films and
21 filmstrips, recordings, computer course work, videos, or other
22 electronic media.
23
24 (12) The District Media Review Committee shall be appointed by the
25 Superintendent and shall consist of no less than two principals,
26 three District Level Administrators, and two persons from the
27 community who are not employed by the District.
28
29 (13) If Instructional and Library Material has been challenged in
30 accordance with this procedure and the School Board has issued a
31 decision, the determination will be binding on all schools in the
32 District at the same grade level as the school where the Petition
33 originated.
34

35 Auth: 233.34(3)

36
37 3.2.8 Disposing of Surplus, Obsolete and Unusable Textbooks and Instructional
38 Materials. *Revised 11/7/95*

39
40 Any surplus or unusable textbooks or instructional materials, excluding testing
41 materials, shall be disposed of as provided herein.
42

- 43 A. Usable surplus and obsolete instructional materials no longer under
44 contract to the State shall be carried on inventory for at least one (1) year
45 in order to permit full utilization of State-Adopted Instructional Materials.
46 Instructional materials when declared surplus may be disposed of, after
47 notifying the Director of the Division of Public Schools, Florida

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

- 7
- 8 (1) Other public education programs within the District or State;
- 9
- 10 (2) Teachers to use in developing supplementary teaching materials;
- 11
- 12 (3) Students or others for personal use and not for profit; and,
- 13
- 14 (4) Any charitable organization, governmental agency, private school
15 or state.
- 16

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

20

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

- 24
- 25 (a) Sent to recycling plants, pulp mills, paper manufacturers, junk
26 dealers, or other persons, firms or corporations for disposal upon
27 such terms as are most economically advantageous to the School
28 Board.
- 29
- 30 (b) Given to governmental agencies, charitable organizations, or
31 individuals.
- 32
- 33 (c) Offered at public sale through the normal procedures of the
34 District.
- 35

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

38

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

42

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

45
46
47

1 3.3 FIRST AID -- FIRST AID EQUIPMENT

2
3 Each school shall be equipped with a complete first aid cabinet or kit approved by
4 Student Services and have it available for use at all times in the first aid room.
5 *Amended 6/30/92*

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

10
11 Auth: 230.22, F.S. Imple: 402.32(5), F.S.

12
13 3.4 RELEASE OF STUDENT NAMES *Amended 7/23/92*

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

20
21 Auth: 230.22, F.S. Imple: 232.23, F.S.

22
23 3.5 PUPIL CONTROL

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

30
31 Auth: 230.22, F.S. Imple: 232.25, F.S.

32
33 3.6 DISMISSAL OF SCHOOL

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

- 43
44 (1) School parties and picnics outside the school area.
45
46 (2) Attendance at athletic events during class hours.

47
48 Auth: 230.22, F.S. Imple: 232.02 and 230.33(6), F.S.

1
2 3.7 CUSTODIAL SERVICES

3
4 The custodial manager is directly responsible to the Principal. The
5 custodial staff report to the custodial manager and they are responsible to
6 the Principal. The duties of all the custodians are contained in the job
7 descriptions to be found in the Job Description Handbook. *Amended*
8 *6/29/93 & 6/28/94*

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

11
12 3.8 ADVERTISING

13
14 No materials from outside of school sources may be distributed to homes through
15 pupils without prior approval of the Superintendent. Advertising materials may be
16 accepted for classroom and school purposes provided that they:

- 17
18 A. Are of the type teachers need for instructional purposes.
19
20 B. Are provided without cost to the District, school, teacher, or student.
21
22 C. Contain a minimum amount of commercial advertising.
23
24 D. Are not of a sectarian nature.
25
26 E. Fulfill a legitimate purpose of the school curriculum.
27
28 F. Do not prominently display a selfish or private purpose of the sponsor.
29
30 G. Do not have a blatant advertising feature.
31
32 H. Do not violate the attitudes which are recognized as ideals of the school
33 system or of our society.

34
35 Auth: 230.22, F.S. Imple: 233.43, F.S.

36
37 3.9 BUILDINGS AND GROUNDS

- 38
39 A. The principal of each school shall be responsible for the care, maintenance,
40 and use of school buildings and grounds and shall supervise the custodial
41 staff of the school in providing an adequate program of proper care and
42 maintenance.
43
44 B. Maintenance or repairs which cannot be handled by the school custodial
45 staff shall be reported to the Superintendent and shall become the
46 responsibility of the District Maintenance Department. *Amended*
47 *9/17/91*

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

Auth: 230.22, F.S.
Imple: 230.23(9)(c), 231.085(5) and 235.01, F.S.

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

- A. Each school shall be responsible for maintaining safe laboratory conditions in an attempt to prevent accidents.
- B. Each laboratory teacher will perform a safety audit within ten (10) working days at the beginning of each semester or each new assignment and submit it to the principal.
- C. The principal will promptly initiate corrective action on those items reported as unsatisfactory.

3.11 SCHOOL OFFICE HOURS

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

Auth: 230.22, F.S.
Imple: 230.33(6) and (7), and 231.085(5), F.S.

1
2 3.12 USE OF SCHOOL BUILDINGS, GROUNDS AND EQUIPMENT
3 *Revised 1/18/94*

4
5 The following shall apply to the use of school and ancillary buildings, grounds and
6 equipment:

7
8 A. Use of Buildings and Grounds *Amended 6/17/97*

9
10 Facilities Are Only for Use In the Educational Program and Are Not For
11 Personal Political Activity

- 12
13 (1) It is the policy of the School District that the right of free speech
14 and access shall be granted in accordance with law. However, the
15 paramount purpose of the School District is the provision of its
16 program of education. Accordingly, all School District property,
17 equipment and facilities, including all methods of communication
18 through the use of School Board facilities and equipment such as,
19 but not limited to, duplication machines, photocopying machines,
20 telecommunication facilities and wires, computer transmission
21 facilities, including modems, desktop publishing and facsimile
22 transmission or telecopy facilities, are deemed facilities dedicated
23 for use in the educational program and not for use by any person or
24 group except as expressly permitted in this policy.

25
26 Nothing in this policy prohibits the use of any School District
27 facility by an employee of the District in the performance of the
28 employee's job, including the use of the District facilities for
29 communications between employees of the District which are
30 related to the performance of their work, communications with
31 School Board members which are related to any business of the
32 District, or to communicate with students and their families in
33 connection with the work of the employee for the District (but not
34 including the use of District facilities for communicating to students
35 or their families the personal opinion, unrelated to the educational
36 program of the District, of the employee concerning any issue
37 pending before the School Board or the voters of Osceola County
38 at any general or special election, including any referendum).

39
40 (2) Restriction On Use of Facilities For Private Or Personal Profit

41
42 No individual, including an employee of the School Board, group,
43 or organization may use buildings for private profit or personal
44 gain. However, non-profit and youth organizations shall be
45 permitted to use buildings for fund-raising purposes, when prior
46 approval is obtained from the school principal and the
47 Superintendent. The term "non-profit" shall mean those

1 organizations which are 501(c)(3) exempt and recognized as such
2 by the Internal Revenue Service. The term "youth organizations"
3 shall refer to charitable non-profit organizations which are deemed
4 to operate for the benefit of the children of Osceola County.

5 *Amended 6/16/98*

6
7 (3) All non-school organizations, groups or individuals desiring to use
8 buildings and grounds must schedule their use in advance with the
9 building administrator and must provide in advance, proof of
10 insurance coverage in amounts prescribed by the School Board, and
11 assume all liability of or damage to property, whether owned by the
12 Board or otherwise, and for personal injury, whether by negligence
13 or intent of any person, occurring on Board property during the use
14 of the building or grounds. Notwithstanding the foregoing, the
15 public may have access to the resources generally made available to
16 the public in the Support Services Building under the control and
17 supervision of the Media Specialist for the School District.

18
19 (4) All such use shall be under the supervision of the building
20 administrator. Specific fees for use of school facilities shall be
21 based on annual fee schedule as recommended by the
22 Superintendent, and shall be payable to the School Board. Payment
23 must be made in advance. Fees may be reduced or waived by
24 direction of the Superintendent, but only for those groups that
25 directly benefit the students and/or programs of the school district.

26 *Amended 6/30/92*

27
28 (5) Persons using buildings and grounds must take proper and ordinary
29 care of them and shall be held responsible for any damage or
30 vandalism incurred as a direct result of their use.

31
32 (6) Entry onto or exit from School Board property shall be by a
33 reasonable method. Employees or students who do not enter or
34 exit by a reasonable method are subject to disciplinary action.

35
36 Each building administrator shall establish procedures for
37 employees to access the building and grounds during times other
38 than the regular workday.

39
40 (7) Alcoholic beverages and gambling are forbidden on premises.

41
42 (8) The use of tobacco products is forbidden in all school district
43 buildings. *Amended 6/30/92*

44
45 Auth. 386.201, 202, 203, 204 & 205 F.S.

46
47

1 (9) Students are not to be in the school buildings without faculty
2 supervision, except for the attendance at public gatherings or by
3 special permission of the school principal.
4

5 (10) See School Board Rule 8.10 for rules governing the use of cafeteria
6 kitchens.
7

8 (11) Firearms and Other Weapons *Adopted 6/29/93 & Amended*
9 *6/17/97*
10

11 a. Firearms
12

13 No person shall, while on the grounds or in any building
14 owned or operated by the School Board of Osceola County,
15 Florida, possess, carry and/or transport on or about his/her
16 person or discharge any firearm, as defined in Section
17 790.001(6), Florida Statutes, excluding duly authorized law
18 enforcement officers in the lawful performance of their
19 duties.
20

21 b. Other Weapons
22

23 No person shall, while on the grounds or in any building
24 owned or operated by the School Board of Osceola County,
25 Florida, possess, carry and/or transport on or about his/her
26 person any weapon as defined under Florida Statutes. This
27 shall not apply to items necessary for job performance.
28

29 c. The authority to approve exceptions to this rule is granted
30 exclusively to the Superintendent and may not be delegated
31 to any other person.
32

33 B. Use of School Equipment
34

35 (1) It should be understood by each employee of this district that all
36 school equipment if purchased by tax dollars is intended for use in
37 the educational process of the students attending the Public Schools
38 of Osceola County.
39

40
41 These materials may be checked out by parents of students
42 attending Public Schools in Osceola County after execution of
43 Form #FC-820-894. This form:
44

45 --indicates acceptance of financial responsibility

46 --indicates educational purpose

47 --indicates agreement to return said materials

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immediately upon request
--indicates date checked out and date to be returned
--indicates complete parent/guardian information i.e.,
social security number, address, phone number, etc.

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

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

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

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

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

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

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

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

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

1
2 All instances of nepotism shall be investigated annually by the Superintendent. All
3 persons concerned shall be consulted and steps taken to eliminate such practice
4 when recommended in individual cases. Recommendations made shall be subject
5 to School Board approval. *Amended 6/30/92*

6
7 Auth: 230.22, F.S. Imple: 116.111, F.S.

8
9 3.15 GRIEVANCE PROCEDURE *Amended 6/30/92*

10
11 This grievance procedure shall apply to any problem dealing with the treatment of
12 personnel due to the alleged violation of existing School Board rules or policies.

13
14 Whenever an employee feels that he has a grievance, every effort shall be made to
15 arrive at a satisfactory resolution of the problem on an informal basis. When this
16 cannot be done, the more formal procedures stated herein will be followed in an
17 effort to resolve grievances and preserve good morale. No grievance shall be
18 processed anonymously. *Amended 6/15/99*

19
20 A. Definitions:

21
22 Grievance - Any claim by an employee or group of employees that there
23 has been a violation, misinterpretation or misapplication of a School Board
24 rule or policy. The term "grievance" as used in this section and for the
25 purposes of the procedures set forth herein, shall not apply to any matters
26 or procedures covered by the terms of any contract entered into pursuant
27 to Chapter 447, Florida Statutes.

28
29 Representative - Any person or legal counsel designated by the grievant.

30
31 Grievant - Any person or group of persons who initiates a grievance unable
32 to be resolved in an informal manner.

33
34 Superintendent - The Superintendent, as duly holding office in Osceola
35 County.

36
37 School Board - The School Board of Osceola County, Florida.

38
39 Administrative Channel - The normal chain of command of administrative
40 responsibility of the Osceola District Schools.

41
42 Days - Actual working days.

43
44 Rights - The rights of employees to:

- 45
46 (1) Call upon any representative to aid and assist in any level of the
47 grievance procedure.

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- (2) Request and receive for his representative a copy of all information pertaining to the grievance.
- (3) Have all documents, communications and records dealing with the processing of the grievance kept separate from the assessment file of the participants.
- (4) No reprisals of any kind shall be taken against any participant in the grievance procedures by reason of such participation.
- (5) Sample forms shall be made available to all persons by the Superintendent.
- (6) The number of days of each level shall be considered a maximum except when extended in writing by mutual consent.
- (7) If an individual does not file a grievance within ten (10) days after becoming aware of the act or condition on which the grievance is based, or after a reasonable person under similar circumstances should have become aware of such act or condition, then the grievance shall be considered to have been waived.
- (8) Failure of the grievant to appeal the grievance to the next level within five (5) days shall be deemed to be acceptance of the decisions rendered at that level. *Amended 6/28/94*
- (9) The grievant and his representative shall have the right to be present at any and all levels.
- (10) No employee, including probationary or substitute employee (OPS), may use the grievance procedure in any way to appeal discharge or a decision by the Superintendent not to renew his contract. *Amended 6/28/94*
- (11) Failure at any step of this procedure to communicate the decision on a grievance within the specified time shall permit the grievant to appeal at the next step of this procedure.

B. Procedure for Resolving Grievances

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

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

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

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

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

If satisfactory results are not obtained at this level, then

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

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

3.16 CHILDREN OF EMPLOYEES

During the workday employees shall make arrangements for their children away from the employee's place of employment at times other than the student school

1 day. Emergencies shall be dealt with by the Principal/District Administration.

2
3 Auth: 230.22, F.S.

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

5
6 3.17 CROWD CONTROL AT ATHLETIC EVENTS

7
8 A. Athletic events are a vital part of the total school program. In order that
9 students and the community may enjoy these events they shall be
10 conducted in a manner that will reflect credit to the school and community.

11
12 B. The school administrator (principal, assistant principal) or athletic director
13 shall be on duty at each athletic event.

14
15 The law officer in charge will be given the name of the school official on
16 duty.

17
18 C. The Student Code of Conduct will be enforced for students at all extra-
19 curricular activities. Offenses pertaining to alcohol, drugs, fighting, and
20 direct and willful disobedience will be strictly enforced.

21
22 D. No child under age 8 will be admitted to an event without an
23 accompanying adult.

24
25 E. No alcoholic beverages will be permitted on the property, including the
26 parking lot.

27
28 F. No one under the influence of alcoholic beverages will be admitted to
29 events.

30
31 G. Anyone leaving the game and going outside the gates must purchase
32 another ticket to re-enter.

33
34 H. The gates will not be opened at any time for free admission.

35
36 I. Those persons out of uniform and authorized to be on sidelines at football
37 games (press, photographers, student managers, assistant coaches, etc.)
38 must display a sideline pass to be worn around the neck.

39
40 These passes will be issued by the school with a list given to the law officer
41 in charge. Anyone out of uniform without a pass will not be permitted to
42 remain. NO EXCEPTIONS.

43
44 J. Profane, abusive language, or language or actions in the opinion of the
45 administrator, or law officers on duty, are likely to incite riot or provoke
46 trouble will not be permitted. Such actions will lead to ejection from
47 property, and such other actions as deemed necessary.

1
2 K. Upon receipt of a police report notifying the School Board of the ejection
3 of any person under these rules, the School Board shall decide if such
4 actions by a fan merits further discipline. If further action is merited, the
5 Board will notify the fan of date, time and place of hearing, Party may be
6 subject to civil action or barred from attending any school function for any
7 length of time deemed necessary.
8

9 L. Violation of these rules by Osceola County fans at out-of-county high
10 school events may also lead to a School Board Hearing for disciplinary
11 action.
12

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

15 3.18 CONTRACTED EDUCATIONAL SERVICES
16

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

27 3.19 HAZARDOUS WORKING CONDITIONS OF MAINTENANCE EMPLOYEES
28 *Revised and moved from Section 3.10 on 6/29/93*
29

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

41 A. When qualified personnel and the appropriate equipment are available in-
42 house, the following mandatory procedure must be followed.
43

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

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

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

- 13 C. (1) Training - all employees attempting to perform work in a confined
14 space shall be certified in the required safety precautions, the use of
15 air quality test equipment and emergency rescue equipment.
16 Certification is by satisfactory completion of an appropriate course
17 conducted by the National Safety Council or other organization
18 approved by Maintenance management.
19
- 20 (2) Equipment - The following equipment, as a minimum, shall be
21 available at the site before entry is attempted:
22
- 23 a. Air supplied hood
 - 24 b. Clean air pump
 - 25 c. Air pump supply hose (100') for #2b
 - 26 d. Personal oxygen monitor
 - 27 e. External sensor with 20' capable for #4b
 - 28 f. Combustible gas indicator
 - 29 g. Toxic gas indicator
 - 30 h. Harness, full body
 - 31 i. Lifeline (1/2" rope) 100' for #8h
 - 32 j. Ventilating equipment - blower fan
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40
41
42
43
44 (3) Pre-entry tests - Pre-entry tests shall be conducted for toxic gases,
45 combustible gases, and oxygen levels by remote means before entry
46 is attempted.
47

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

- 3
4 a. Unlock and/or open the access door (from an upwind
5 position for sewer manholes) and place or lower the air
6 quality instruments into the confined space.
7
8 b. If the instruments indicate there are no excessive levels of
9 toxic, lethal, or combustible gases, set up a ventilation
10 blower (fan) and direct the blower into the space for a
11 minimum of 15 minutes.
12
13 c. If toxic, lethal, or combustible gases are present or if the
14 oxygen level is below 19.5 % the area shall not be entered
15 and Director of Maintenance notified.
16

17 (4) Entry - one (1) person may enter the confined space wearing a full
18 body harness with attached rope. This rope shall not be attached
19 lower than the shoulder blades. An air supply hood may be ordered
20 by the foreman. A second individual (rope person) must hold the
21 rope attached to the worker entering the confined area. This
22 person shall have no other duties assigned while he is in this
23 position. The person entering the space shall carry no tools, they
24 shall be lowered to him later. If the confined area is being entered
25 from the top, a winch shall be available at the site to effect rescue in
26 the event of an emergency.
27

- 28 a. If the confined area is out of sight of the entrance i.e., a
29 passageway, radio contact must be maintained with the
30 person entering the area.
31
32 b. When air quality in the confined space shows excess levels
33 (as in #3c), the Director of Maintenance shall arrange for
34 qualified, trained assistance. When the work is completed,
35 and employees evacuated, the area shall be sealed and
36 locked. The Director of Maintenance shall, depending on
37 the circumstances, arrange to have the source of
38 contamination located and corrected immediately or as a
39 separately scheduled, project.
40

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

- 42
43 a. Call or send for help as soon as an emergency condition is
44 recognized.
45
46 b. If the person in the space is unable to return to safety, the
47 rope person, positioned above, is to secure the end of the

1 rope and use a lifting device, winch, come-a-long, etc., to
2 pull, lift, or remove the stricken employee from the confined
3 space. When the person has been removed, the rope person
4 shall assess the nature of the injury and begin first aid.
5

6
7 c. The rope person is not to enter the confined area without a
8 "top" person at the entrance. The rope person or other
9 rescuer is not to enter the confined area without a harness,
10 scuba gear and a new rope person.

11
12 d. Maintenance workers shall be required to use provided
13 safety equipment in accordance with established safety
14 procedures.
15

16 3.20 TRESPASS UPON FACILITY OR SCHOOL OF THE OSCEOLA COUNTY
17 SCHOOL DISTRICT *Adopted 1/18/94*
18

19 A. The Principal of each school in the District in order to maintain on the
20 campus or facility administered by the Principal, shall notify the law
21 enforcement agency with jurisdiction on each occasion the Principal has
22 good cause to believe that a person is trespassing upon school grounds.
23

24 B. The Principal, charged with the responsibility to maintain order on the
25 campus, may take a person into custody and detain such person in a
26 reasonable manner for a reasonable length of time pending the arrival of a
27 law enforcement officer when the Principal has reasonable cause to believe
28 that the person taken into custody and detention by the Principal shall not
29 render the Principal criminally or civilly liable for false arrest, false
30 imprisonment or unlawful detention, as provided in section 228.091,
31 Florida Statutes, as it may be amended from time to time. Further, said
32 statute, as it may be amended from time to time, provides that any law
33 enforcement officer may arrest, any person on or off the school premises,
34 and without warrant, any person he has probable cause for believing has
35 committed the offense of trespass upon the grounds of any facility owned
36 or operated by the School Board.
37

38 C. A person is a trespasser on a school facility if such person enters or remains
39 upon the campus or any other facility owned or operated by the School
40 Board, and;

41
42 (1) Is not a student. For the purposes of this policy a person is not a
43 student if that person is currently under school suspension (off
44 campus) or expulsion; or

45
46 (2) Is not an employee of the school and School Board, required by his
47 or her employment to be on such campus or facility; or

- 1
2 (3) Is not a parent, guardian or person who has legal custody of a
3 student enrolled at such school or facility. Provided that the parent,
4 guardian or person who has legal custody of a student enrolled in
5 such school shall report at the office of the Principal and check in to
6 remain authorized to stay on the school campus for such legitimate
7 purpose as may be reported to the Principal ; (Note - School
8 officials are authorized to report any invitee on the campus,
9 including a parent, guardian or person who has legal custody of a
10 student enrolled at the school to the law enforcement agency with
11 jurisdiction of the school, whenever such person shall disturb the
12 functioning of the school through loud, obnoxious, threatening or
13 violent behavior, or behaves in any other way which may be a
14 violation of Section 231.07, Florida Statutes, as it may be
15 amended.); or
16
17 (4) Is not a person with legitimate business on campus or the facility.
18 Provided that any person with any business or purpose on campus
19 of the facility shall report to the office of the Principal and check in
20 to remain authorized to stay on the school campus for such purpose
21 as may be reported to the school Principal ; or
22
23 (5) Is not a person invited (either individually, or as part of a group of
24 guests on campus) to attend a function on campus such as an
25 athletic event or school program. A person attending a school-wide
26 program or event is not required to check in with the Principal.
27

28 D. This policy applies to all facilities and properties owned or operated by the
29 School Board. Whenever the context requires, the term "Principal" shall
30 refer also to the Chief Building Administrator or Director of a facility.
31

32 E. The principal of each school shall be responsible for developing a
33 procedure for all individuals who are not School Board employees to sign
34 in upon arrival on School Board property with the purpose of entering the
35 school facility. The procedure shall include the date, destination, and
36 purpose of the visit. *Adopted 6/17/97*
37

38 F. Notice to Visitors *Amended 6/17/97*
39

40 At each school in the District, notices shall be conspicuously posted that
41 state the following:
42

43 All persons who are not students or employees of this
44 school shall report to the office of the Principal and sign
45 in. Any person who fails to check in with the Principal
46 may be guilty of criminal trespass as provided in section
47 228.091, Florida Statutes, as it may be amended from

1 time to time. A student, who is suspended or expelled
2 from school, may be guilty of criminal trespass as
3 provided in Section 228.091, Florida Statutes, as it may
4 be amended, if such person comes on the campus.
5

6 Auth: 228.091, F.S.
7

8 3.21 DATA NETWORK ACCEPTABLE USE POLICY

9 *Adopted 11/7/95 & Amended 6/17/97*
10

11 A. The data network system of the District is available for all employees and
12 students of the District in order to provide them with equal access to the
13 computing resources which serve public education. The data network
14 system is an electronic highway which connects thousands of computers all
15 over the world and millions of individual subscribers. The term "network"
16 may include electronic mail, worldwide web browsing, or any method of
17 connecting with other computer equipment. All personnel having
18 authorization to use the network will have access to a variety of
19 information. *Amended 6/27/00*
20

21 B. Some material on the network might not be considered to be of educational
22 value in the context of the school setting. In addition, some material,
23 individual contacts or communications may not be suitable for school-aged
24 children. The District views information retrieval from the network in the
25 same capacity as information retrieval from reference materials identified
26 by schools. Specifically, the District supports those which will enhance the
27 research and inquiry of the learner with directed guidance from faculty and
28 staff. At each school, each student's access to use of the network will be
29 under the teacher's direction and monitored as a regular instructional
30 activity.
31

32 C. The District cannot prevent the possibility that some users may access
33 material that is not consistent with the educational mission, goals and
34 policies of the District. This is particularly possible since access to the
35 Network may be obtained at sites other than school.
36

37 D. At each school and facility owned or operated by the District, notices shall
38 be conspicuously posted that state the following:
39

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

1
2 E. The use of the Network shall be consistent with the mission, goals,
3 policies, and priorities of the District. Successful participation in the
4 Network requires that its users regard it as a shared resource and that
5 members conduct themselves in a responsible, ethical, and legal manner
6 while using the Network.

7
8 Any use of the Network for illegal, inappropriate, or obscene purposes, or
9 in support of such activities, will not be tolerated.

10
11 Examples of unacceptable uses of the Network include, but are not limited
12 to: *Amended 6/27/00*

- 13
14 (1) Violating the conditions of *The Code of Ethics and Principles of*
15 *Professional Conduct of the Education Profession of Florida*
16 dealing with student's rights to privacy, employee rights to privacy,
17 or violating any other section of the Code;
18
19 (2) Using, accessing, visiting, downloading, or transmitting
20 inappropriate material, messages or images such as pornography,
21 profanity or obscenity;
22
23 (3) Reposting personal communications without the author's consent;
24
25 (4) Copying, sending (uploading) or receiving (downloading)
26 commercial software in violation of copyright law or other
27 copyright protected or trademarked material;
28
29 (5) Using the Network for financial gain or for any commercial or
30 illegal activity;
31
32 (6) Using the Network for political advertisement or political activity;
33
34 (7) Taking any actions that affect the ability of the District to retrieve
35 or retain any information contained on the computer equipment, in
36 the data network system or acting to modify any software or any
37 data without specific written permission;
38
39 (8) Transmitting any student identifying information over the data
40 network system, except as specifically authorized by Florida law
41 and as part of the approved educational program directly related to
42 an approved curriculum component;
43
44 (9) Creating and/or forwarding advertisements, chain letters, mass
45 mailings, get rich quick schemes, and pyramid schemes to individual
46 mailboxes and/or mailing lists;
47

- 1 (10) Gambling or conducting any illegal activity;
2
3 (11) Posting personal views on social, political, religious or other non-
4 business related matters; and
5
6 (12) Creating and/or forwarding messages, jokes, etc., which violate
7 School Board harassment policies and/or create an intimidating or
8 hostile environment.
9

10 F. The e-mail system and the hardware is owned by the District and is
11 intended for District business use. Minor personal use of e-mail and the
12 Internet is acceptable, but should not interfere or conflict with District
13 business. *Adopted 6/27/00*
14

15 G. When official business of the District is conducted via e-mail, a copy of the
16 e-mail including attachments, must be retained in paper form in accordance
17 with the Florida Public Records law and the District Records Management
18 Manual. *Adopted 6/27/00*
19

20 H. Failure to adhere to this policy may result in suspending or revoking the
21 offender's privilege of access to the Network and other disciplinary action
22 up to and including termination of the employee or expulsion in the case of
23 a student.
24

25 I. Any student shall be exempt from instruction on accessing the data
26 network upon request in writing from the parents or guardians to
27 the principal. The request for exemption shall expire at the end of
28 each school year. It shall be the responsibility of the parent or
29 guardian to renew the request yearly.
30

31 Auth: 231.001 & 230.23(6)(C), F.S.
32

33 3.22 CHARTER SCHOOLS *Adopted 9/17/96*
34

35 The School Board, pursuant to Florida Statutes, section 228.056, may sponsor
36 Charter Schools in Osceola County. Charter Schools are part of the public school
37 system. A Charter School cannot charge tuition or fees, except those fees
38 normally charged by public schools. A Charter School shall not levy taxes or issue
39 bonds secured by tax revenues. The initial startup of a Charter School must be
40 consistent with the beginning of the public school calendar in the District. The
41 Charter School must provide instruction for at least the number of days required
42 by law for other public schools. *Amended 6/16/98*
43

44 A. Purpose
45

46 The purpose of Charter Schools is to improve student learning; increase
47 learning opportunities for all students, with special emphasis on expanded

1 learning experiences for students who are identified as academically low
2 achieving; encourage the use of different and innovative learning methods;
3 increase choice of learning opportunities for students; establish a new form
4 of accountability for schools; require the measurement of learning
5 outcomes and create innovative measurement tools; make the school the
6 unit for improvement; and create new professional opportunities for
7 teachers.

8
9 B. Application

10
11 (1) Applicants An application for a new Charter School may be made
12 by an individual, group of individuals, teachers, parents, or a legal
13 entity organized under the laws of Florida. The School Board,
14 principal, teachers, parents, and/or the School Advisory Council at
15 an existing public school are the only applicants who may propose
16 the conversion of the existing school to a Charter School
17 (“Converted Charter School”). It is School Board’s policy at this
18 time that due to overcrowding and to minimize disruption to the
19 District as a whole, a Charter School or a Converted Charter
20 School cannot utilize existing or future facilities of the School
21 Board. An application for a Converted Charter School must
22 include verified support of at least 50% of the total number of
23 teachers employed at the school and 50% of the parents voting
24 whose children are enrolled at the school provided that a majority
25 of the parents eligible to vote participate according to State Board
26 Rules. In calculating the 50% approval rate, each teacher, as
27 defined in section 228.041(9), Florida Statutes, shall be given one
28 vote and the parents or legal guardians of each student shall be
29 given one vote so that the number of parental votes are equal to the
30 number of students. *Amended 6/16/98 & 6/27/00*

31
32 (2) Deadline for Application All completed applications must be
33 received in the Superintendent’s office by October 1 of each
34 calendar year, no later than 5:00 p.m., for schools which are
35 intended to operate at the beginning of the next school year or
36 which intend to be open at a time agreed to by the applicant and the
37 School Board. All applications will be date stamped when they are
38 received. The applicants may withdraw the application at any time
39 before the decision of the School Board. *Amended 6/16/98 &*
40 *6/27/00*

41
42 (3) Public Hearing A public hearing must be held to insure community
43 input prior to the approval of Charter applications and the Charter
44 Contract.

45
46 (4) Department of Education The Department of Education (DOE)
47 shall provide information regarding Charter Schools. The DOE

1 may also provide technical assistance to applicants upon written
2 request.

- 3
4 (5) Application Form An application to the School Board to sponsor a
5 Charter School must be on the form promulgated by the
6 Superintendent which is incorporated by reference into this rule.
7 The application must include a worksheet for Charter School
8 Budget Estimates, which is incorporated by reference into this rule.
9 The application must be verified (notarized) and include any
10 additional requirements provided for in this School Board rule. If
11 the Superintendent has not promulgated an application form which
12 is approved by the School Board, the application form promulgated
13 by the DOE shall be used by applicants, it is also incorporated by
14 reference into this rule. *Amended 6/16/98*

15
16 The application will contain a statement from the applicant
17 stipulating the applicant is aware of the Sunshine Law requirements
18 for public meetings and agrees to comply with those provisions as
19 of the date the application for a charter school is approved by the
20 School Board. *Adopted 6/27/00*

- 21
22 (6) Background Information The applicants must provide the School
23 Board with background information on each applicant and any
24 other individuals who will be involved with the organization and
25 operation of the Charter School. The applicants and such
26 individuals must provide fingerprints and information required
27 herein and written permission to the School Board to conduct any
28 background checks. The Charter School must disclose background
29 information with regard to related entities and predecessor entities,
30 including background information of the shareholders, directors,
31 officers, etc. of these entities and the litigation history of these
32 entities. The Charter School must elect to be either a private or
33 public employer.

34
35 C. Charter Contract

36
37 The Charter Contract will include by reference all information submitted to
38 the School Board on the application. A Charter Contract Form is
39 incorporated by reference into this rule and will be maintained by the
40 Superintendent. The Charter Contract must contain the provisions of the
41 Charter School Form, unless a deviation from items not required by the
42 Charter School Legislation is within the best interest of the School District
43 as a whole. The Charter Contract must include the following agreements:
44 *Amended 6/16/98*

- 45
46 (1) The Charter School shall organize as or be operated a non-profit
47 organization. The shareholders, directors, officers, or other such

1 individuals including persons providing information required in B(6)
2 and shall not change without the written approval of the School
3 Board. *Amended 6/16/98*

4
5 Except in cases of emergencies, the Charter School will notify the
6 Superintendent of all meetings seven days in advance of such
7 meetings. The Charter School will provide the Superintendent with
8 copies of the minutes of all meetings. *Adopted 6/27/00*

9
10 (2) Any contract entered into between the Charter School and a third
11 party must provide that the third party contractor is not a public
12 employee and is not entering into a contract with the School Board
13 of Osceola County, Florida.

14
15 (3) The Charter School must provide insurance which is acceptable to
16 the School Board, Superintendent, and School District Risk and
17 Benefits Management Department. The Charter School must
18 maintain appropriate levels of commercial general liability
19 insurance, automobile liability insurance, worker's compensation
20 insurance, and professional liability insurance. The School Board of
21 Osceola County, Florida must be listed as an additional named
22 insured on these policies. The Charter School must notify the
23 School Board of any changes in insurance coverage.

24
25 (4) The School Board of Osceola County, Florida will not be held
26 liable for any claim, action, damage, injury, liability, cost or expense
27 of any kind whatsoever including, but not limited to attorneys' fees
28 and court costs arising out of injury to a person or property damage
29 as a result of any acts, including negligence of the Charter School
30 or its agents, employees, invitees, or contractors. The Charter
31 School will indemnify and hold the School Board harmless for any
32 such claims.

33
34 (5) The Charter Schools shall be opened to any student residing in the
35 School District. Nevertheless, a Charter School may specialize in a
36 certain area, as described in the Charter School legislation, but it
37 cannot discriminate according to race, color, or creed. The Charter
38 School must provide equal opportunity for exceptional education
39 students and limited English proficient students.
40 *Amended 6/16/98*

41
42 (6) Revenue for students enrolled in a Charter School shall be funded
43 according to the Charter School Legislation. Since funding for the
44 Charter School is based on the number of Full-Time Equivalent
45 (FTE) students, it is essential that records of student attendance be
46 maintained in a format consistent with District and state reporting
47 requirements. The Charter School will be fully responsible for

1 collecting and maintaining accurate and appropriate records and for
2 reporting attendance in a timely manner to the District.

3
4 (7) An administrative fee charged by the School District to a Charter
5 School shall be equal to the actual cost of administering the
6 contract or 5% of the available Charter School funds, whichever is
7 less. This fee may be charged by the School Board each month and
8 may be withheld from any payments made to the Charter School.

9
10 (8) The District will pay the Charter School its portion of FTE funding
11 and any other funding after the funds have been received by the
12 District. Payment shall be made to the Charter School no later than
13 ten (10) working days after receipt of state or federal funds by the
14 School Board. Payment shall be on a monthly basis in arrears based
15 upon the estimated number of FTE students in membership during
16 the FTE survey period. The final payment, during any fiscal year
17 shall be adjusted to reflect the number of actual FTE students in
18 membership during the FTE survey period. If the Charter School's
19 portion of the FTE is adjusted downward, the Charter School will
20 reimburse the School Board for the amount of the downward
21 adjustment. *Amended 6/16/98*

22
23 (9) The Charter School must provide proof of ability to finance the
24 start-up costs of the Charter School. This may be by proof of a line
25 of credit or the deposit of an adequate amount of money into an
26 escrow account. The School Board may approve a Charter
27 Contract before the Charter School has secured space, equipment,
28 or personnel, if the Charter School indicates approval is necessary
29 to raise working capital. *Amended 6/16/98*

30
31 (10) A Charter School shall utilize facilities which comply with the State
32 Uniform Building Code for Public Educational Facilities
33 Construction or with applicable State minimum building codes as
34 provided in the Charter School Legislation and other Florida
35 Statutes. After January 1, 2001, a Charter School shall utilize
36 facilities which comply with the Florida Building Code, Chapter
37 553, and the Florida Fire Prevention Code, Chapter 633. The
38 Charter School must specify the facilities to be used and their
39 location, unless the School Board approves the Charter Contract
40 prior to the identification of the facilities. If this occurs, the
41 Contract should be amended to indicate the facilities when they
42 have been identified. At this time, it is the policy of the School
43 Board that a Charter School cannot use existing or future school
44 facilities. Should the policy of the School Board change, fair
45 market value will be charged for the use of the School Board
46 facilities. Lack of compliance with applicable facilities'
47 requirements will be grounds for termination of the Charter

1 Contract. The Charter School will allow the School Board to
2 conduct inspections of the facilities at reasonable times to insure
3 compliance. *Amended 6/16/98 & 6/27/00*
4

5 (11) The Charter School shall select its own employees and those
6 employees shall have the option to bargain collectively in
7 accordance with the Charter School Legislation. Teachers
8 employed by or under contract with a Charter School shall be
9 certified as required in chapter 231, Florida Statutes. If the Charter
10 School employs or contracts with skilled select non-certified
11 personnel to provide instructional services or to assist instructional
12 staff members as teachers' aides, the Charter School must comply
13 with the requirements of Chapter 231, Florida Statutes. A Charter
14 School 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
19 for good moral character as required for District employees.
20 Failure of the Charter School to meet this requirement will be good
21 cause to revoke the Charter Contract.
22

23 (12) If the Charter School non-renews or terminates the Charter
24 Contract, it must notify the School District in writing ninety days
25 prior to the date of termination. The Charter School organization
26 shall reimburse the School Board for all costs incurred by the
27 School 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

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- (16) The parties to the Charter Contract shall agree that any conflict arising out of the Charter School Contract shall proceed to non-binding mediation. If a settlement is not reached, any action will be governed under the laws of Florida and the venue for such action shall be Osceola County, Florida.
- (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 specifically applying to Charter Schools pertaining to the provision of services to students with disabilities, pertaining to civil rights and those pertaining to 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. *Amended 6/27/00*
- (2) Student records for those students attending a new Charter School can only be released to the Charter School if the Charter School

1 provides written permission from the student or the student's
2 parent or legal guardian in accordance with the Florida Statutes.
3

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

Table of Contents

Chapter 4

Professional Support Staff

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1 **4.0 PROFESSIONAL SUPPORT STAFF**

2
3
4 4.1 EMPLOYMENT RULES

5
6 4.1.1 Qualifications of Professional Support Staff

7
8 A. To be eligible for appointment to any position in the School District of
9 Osceola County, a person shall be of good moral character and when
10 required by law, hold a certificate or license issued under regulations of the
11 State. No individual under the age of sixteen (16) may be employed,
12 except as provided in Board rule 6.6.8 and State Board Regulation 6A-
13 1.097. Any person rehired by the District shall file a new application and
14 meet all current job requirements. *Amended 7/23/91 & 6/27/95*

15
16 B. All prospective employees, shall have a tuberculosis skin test or, at their
17 own expense, a chest X-ray, prior to employment. Certificates verifying
18 negative TB test results are valid for up to a period of one year.
19 *Amended 6/30/92 & 6/27/95*

20
21 C. Required Medical Examinations *Adopted 6/29/93*

22
23 In the event any employee is unable to perform the essential functions of
24 the job notwithstanding attempts to provide reasonable accommodations,
25 then the School District shall have the right to require a physical, medical
26 and/or psychological examination at any time conditions indicate the need.
27 Any examination required by the School District shall be at the School
28 District's expense. An employee who refuses a physical, medical and/or
29 psychological examination when the School District directs the examination
30 may be subject to job action; including but not limited to suspension or
31 dismissal for insubordination.

32
33 D. Florida Statutes 876.05 provides that all persons who are on the payroll of
34 the School District shall be required to take an oath of office to support the
35 Constitution of the United States and of the State of Florida. The oath, as
36 amended by the United States Supreme Court, is included in the Appendix
37 to these rules.

38
39 E. All new employees, except school-based food service workers, bus drivers,
40 bus aides and professional support staff substitutes, will pay the full cost of
41 drug screening. However, for employees with start dates on or after July
42 1, 1995, if within six (6) months, a school-based food service worker, bus
43 driver, bus aide or professional support staff substitute employee is hired as
44 an employee in a position that would have required the payment of the full
45 cost of drug screening, he/she shall reimburse the District for the full cost.
46 *Amended 7/23/91 & 6/27/95*

47

1 F. All new employees who are required by law to have a physical will have the
2 full cost of the physical paid by the Board. *Amended 7/23/91 & 6/27/95,*
3 *Revised 6/17/97*

4
5 G. Fingerprint Processing *Amended 6/27/95, Revised 6/17/97*

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

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

22
23 The Superintendent shall develop procedures to implement fingerprint
24 processing of employees in accordance with this Rule and Florida Statutes.

25
26 Auth: 231.02 & 231.001, F.S.

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

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

42
43 If an area is determined to be a "critical shortage" area by the Personnel
44 Department, the Superintendent may waive this requirement by notifying
45 the School Board of the dates for such a waiver.

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

Any employee who is discovered to have given inaccurate, incomplete, or false information on the application form shall be considered for disciplinary action up to and including termination. A review panel, consisting of the employee's administrative supervisor and the Superintendent's designee, shall determine the appropriate disciplinary action to be taken.
Amended 6/30/92 & 6/17/97

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

1 employees will not begin work until the negative results are
2 returned. (Substitute employees will be available in emergency
3 situations.) *Amended 6/30/92 & 6/16/98*

4
5 (2) Prior to being recommended for employment by the
6 Superintendent, each prospective employee shall be required to
7 submit a urine sample for a screening test. If the screening shows
8 the presence of an illegal drug, the sample shall then be tested by
9 the GCMS method.

10
11 (3) A prospective employee will not be hired if the results of the drug
12 screening test indicate the presence of an illegal drug, regardless of
13 the frequency or occasion. However, the prospective employee
14 may request a waiver if he/she can show a valid prescription for the
15 drug, issued by a licensed medical practitioner or if he/she can
16 provide evidence the drug was purchased pursuant to the provisions
17 of section 893.08, Florida Statutes. The Superintendent or his
18 designee shall verify the validity of the prescription or compliance
19 with the provisions of section 893.08, and consider the request in
20 light of the extent, duration and frequency of use of the drug; the
21 underlying cause for use of the drug; and any other considerations
22 relevant to the performance requirements of the position for which
23 applied.

24
25 The Superintendent's decision on any request for waiver shall be
26 final.

27
28 (4) The term "illegal drug" shall be defined as any drug listed or defined
29 as a "controlled substance" by Chapter 893, Florida Statutes.
30 *Amended 6/30/92*

31
32 (5) Applicants whose results are positive on the drug screening test
33 may not reapply for employment until one (1) year after the date the
34 results are determined.

35
36 (6) Test results are confidential medical records.

37
38 (7) Substitute employees (substitute teachers, temporary contracted
39 employees and part-time Adult Education teachers) working within
40 the past fiscal year will not be drug tested. If these employee types
41 have not worked within the past school year, drug testing will be
42 required.

43
44 (8) Substitute employees (substitute teachers, temporary contracted
45 employees and part-time Adult Education teachers) transferring to
46 full-time status will be drug tested if they have not been previously
47 tested under this rule.

- 1
2 (9) Employees returning from a Board approved leave of absence or
3 sabbatical will not be tested.
4

5 Auth: 231.001, F.S.
6

7 P. Reporting of Arrests
8

9 All employees shall report, in writing, within 48 hours to the
10 Superintendent or his/her designee, any arrests/charges placed upon them
11 involving a child or the sale and/or possession of a controlled substance. In
12 addition, any conviction, finding of guilt, withholding of adjudication,
13 commitment to a pretrial diversion program, or entering a plea of guilty or
14 Nolo Contendere for any criminal offense other than a minor traffic
15 violation within 48 hours after the final judgment shall also be reported in
16 the same manner. *Adopted 6/15/99*
17

18 4.1.2 Employment Procedure *Amended 6/27/95*
19

20 A. Appointment
21

- 22 (1) The selection of new appointees shall be originated by the
23 administrator of the unit in which the individual is to work, and
24 proceed through the chain of command.
25 (2) Application forms shall be provided by the District Office and shall
26 be filled out by the applicants to provide pertinent data for
27 evaluation. Applications and test scores remain on file for a period
28 of one (1) year. *Amended 6/29/93*
29
30 (3) Prior to being recommended for employment by the Superintendent
31 and prior to the first day of employment, the prospective employee
32 must have a completed application on file. A completed application
33 shall include, but not be limited to:
34
35 a. three (3) reference forms (on the District's forms or on
36 original company letterhead). Documented telephone
37 reference checks by the hiring administrator or supervisor
38 may be substituted on a one for one basis; and
39 *Amended 6/27/00*
40
41 b. TB test results; and
42
43 c. an official High School Diploma or GED equivalent or
44 official transcripts confirming all degrees earned.
45

46 The Superintendent may waive any of the above in extenuating
47 circumstances.

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- (4) Appointments shall be made by the Board, and notice thereof shall be given to each appointee after spreading upon the minutes a record of such appointment. *Amended 7/23/91*
- (5) If an appointment is to a position of temporary or substitute employment, the record of appointment in the Board minutes and the notice of appointment shall so state. *Amended 7/23/91*
- (6) Professional support staff employees shall be required to pass skill proficiency tests as determined by the Superintendent. The criteria for administering and scoring shall be approved by the Board.

B. Year of Service and Pay Levels *Amended 7/23/91*

- (1) The minimum time which shall be recognized as a year of service for pay purposes shall be at least one (1) day more than half of the number of work days required in the year.
- (2) When a year of experience is required for a level upgrade, the administrator and the Personnel Department will be required to verify a complete year of experience. The following rules apply for Professional Support Staff upgrades:
 - a. Employee pay levels 10D and higher may only be upgraded one level per fiscal year.
 - b. An employee may receive a level upgrade on or after his anniversary date with the completion of an additional experience year, any other level requirements and the recommendation of the supervisor.
 - c. If an employee meets all experience level requirements and is recommended for an upgrade by the supervisor, he may be promoted during the same year once he meets other requirements (education, training, technical skills, etc.) and receives the recommendation of the supervisor.
 - d. Upgrades will not become effective until approved by the Board and will be retroactive to the date of completion of requirements described for the recommendation, the date of which is not to exceed thirty (30) calendar days. *Amended 6/27/95*

1 C. Employment Status

2
3 (1) Probationary Period

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

19
20 (2) Annual Employment *Adopted 6/28/94*

21
22 The School Board shall employ all professional support staff
23 personnel in accordance with Section 231.3605, Florida Statutes.
24 All professional support staff employees shall be employed on an
25 annual basis for a minimum of three (3) years. At the conclusion of
26 any fiscal year, an employee on annual status may be non-renewed
27 without cause. Notification of non-renewal shall be made in writing
28 not later than May 15. Such non-renewal shall not be subject to
29 review or appeal nor subject to the procedures contained in Section
30 4.3. *Amended 10/4/94*

31
32 As used herein, reference to "annual status" or similar descriptive
33 language concerning the annual appointment, shall mean the
34 probationary status mentioned in Section 231.3605, F. S. During
35 this annual status, after successful completion of the probationary
36 period described in Section 4.1.2(C)(1) of these policies, the
37 employee may not be terminated or suspended without following
38 the procedures specified herein. However, the employee may be
39 dismissed without cause and without entitlement to the procedural
40 protection afforded herein during the probationary period described
41 in Section 4.1.2(C)(1) of these policies. *Adopted 10/4/94*

42
43 (3) Continuous Employment Status *Adopted 6/28/94*

44
45 a. The School Board shall provide continuous employment
46 status as prescribed herein provided there is a position

1 available at the worksite for the employee and the
2 employee:

- 3
4 1. Has completed three (3) years of satisfactory service
5 in the District, during a period not in excess of five
6 (5) successive years, such service being continuous
7 except for leave duly authorized and granted; and
8
9 2. Has been recommended by the Superintendent for
10 continuous employment and reappointed by the
11 School Board based on successful performance of
12 duties and demonstration of professional
13 competence.
14
15 3. The period of service provided herein may be
16 extended to four (4) years when prescribed by the
17 supervisor or administrator and agreed to in writing
18 by the employee at the time of reappointment.

19
20 An employee not granted continuous employment
21 status by the end of the fourth year of employment
22 shall be non-renewed. *Adopted 6/27/95*
23

24 No employment that is part time (less than 20 hours per
25 week) shall count toward eligibility. *Adopted 6/27/95*
26

- 27 b. The continuous employment status shall be effective at the
28 beginning of the fiscal year following the completion of all
29 requirements therefore.
30
31 c. Any employee who has previously held continuous
32 employment status in this district and returns to the District
33 may be placed on continuous employment status after
34 completing one year of satisfactory service in the district.
35
36 d. The continuous service status shall be continued each year
37 unless the Superintendent, after receiving a recommendation
38 from an administrator, who after following Board adopted
39 assessment procedures, charges the employee with
40 unsatisfactory performance and notifies the employee in
41 writing, no later than April 1 of the fiscal year, of
42 performance deficiencies which may result in termination of
43 employment. *Amended 10/4/94*
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(4) Return to Annual Status *Adopted 6/28/94*

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

- a. At the conclusion of one year, if the employee's performance is deemed satisfactory by the administrator or supervisor, the employee shall be granted continuous employment status.
- b. If, at any time during the year, the employee's performance fails to meet the expectations of the administrator or supervisor, the employee will be given the opportunity to return to the previously held position, if it is available. If the previously held position is not available, the employee shall be offered a similar position in the District, if such a position is available.
- c. If the employee's performance is deemed unsatisfactory in the opinion of the administrator or supervisor, and no position is available at the previous level, the employee may be non-renewed at the end of the fiscal year.
- d. An employee who returns to a previous level shall retain the employment status previously held at that level.

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

- a. In the event the Superintendent determines that there is to be a reduction in employee allocations for any reason, an affected employee shall be given the opportunity to transfer to an available position, provided the employee meets the qualifications of the new position and has clearly demonstrated the ability to meet the requirements of said position.
- b. In making involuntary transfers or lay-offs, length of service in the District shall be considered.

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

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

1 b. At the conclusion of the 1994-95 fiscal year, those
2 professional support staff employees who have documented
3 three or more years of service within the past five years may
4 be recommended for continuous employment status.
5 However, at the discretion of the administrator or
6 supervisor, an employee may be placed on an additional
7 year of annual service.
8

9 4.1.3 Salary Schedules

10
11 A. Salary schedules for professional support staff shall provide for the various
12 classifications of employees of the District. Salary differentials shall be
13 based on objective factors which shall be set forth in the salary schedule.
14 The Board shall annually adopt and spread on its minutes a salary schedule
15 for employees. New positions or classifications added during the year for
16 which provisions were not made in the annual salary schedule shall be
17 included in such salary schedule by proper amendments officially adopted
18 by the Board. Salary policies and schedules shall be found in the Salary
19 Handbook as annually adopted by the Board. *Amended 6/29/93*
20

21 B. All regular employees of the School District, employed on an hourly, daily,
22 or monthly basis and for which payroll deductions are required, shall
23 receive all compensation for services rendered by School District Warrants.
24

25 C. Testing criteria and procedures for professional support staff office
26 positions will be adopted by the School Board. *Amended 7/23/91*
27

28 D. Experience Pay
29

30 (1) Experience pay shall be granted, provided the experience is in the
31 area of work being done at the present time. Outside work
32 experience up to a maximum of five (5) years may be brought into
33 the system and verification on approved forms must be returned to
34 the Personnel Department before the end of the ninety (90) day
35 probationary period.
36

37 (2) Verified past work experience to be used for pay purposes must be
38 complete, properly filled out and returned to the Personnel
39 Department during the ninety (90) day probationary period.
40 Verified experience will be paid retroactively from the first day of
41 current employment. *Amended 6/29/93*
42

43 (3) Personnel transferring or being promoted into new positions will
44 have ninety (90) days to verify their work experience for pay
45 purposes in the new position. However, if an employee attempted
46 to obtain the verification as documented in the personnel file and
47 through no fault of his own, the deadline was not met, the ninety

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(90) day requirement may be extended or waived at the discretion of the Superintendent. *Amended 6/30/92*

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

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

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

4.1.4 Definitions of Professional Support Staff

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

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

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

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

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

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

1 4.2 LEAVES OF ABSENCE

2
3 4.2.1 General Rules

4
5 A. Leaves shall be officially granted in advance and shall not be granted
6 retroactively, provided that leave for sickness or other emergencies may be
7 deemed to be granted in advance if a prompt report is made to the
8 designated authority at the termination of leave. Such proper absence from
9 duty shall be in accordance with and subject to the provisions of State
10 Board Rule 6A-1.077.

11
12 Any such leave shall be classified as one of the following:

- 13
14 (1) Illness-in-line-of-duty leave (with pay)
15
16 (2) Military Leave (without pay)
17
18 (3) Personal Leave (without pay beyond six [6] charged to sick leave)
19
20 (4) Staff Development Leave (with pay)
21
22 (5) Sick Leave (with pay)
23
24 (6) Adoptive Leave (without pay)
25
26 (7) Jury Duty Leave (with pay)
27
28 (8) Witness Leave (with pay)
29
30 (9) Vacation Leave (with pay)
31
32 (10) Extended Leave (without pay)
33
34 (11) Maternity Leave (without pay beyond the sick leave balance)
35
36 (12) Charter School Leave (without pay)
37
38 (13) Natural Disaster Leave

39
40 B. Family Medical Leave *Adopted 6/28/94, Substitute rule adopted 6/15/99*

41
42 The board will provide Family and Medical Leave to qualified employees
43 pursuant to the provisions of The Family and Medical Leave Act (FMLA),
44 Federal Regulations. The Superintendent is authorized to create and carry
45 out all procedures necessary to implement this Rule and The Family and
46 Medical Leave Act of 1993.
47

1 Authority: Federal Regulations, Part 825 of the Code of Federal
2 Regulations, Title 29, US Department of Labor, Employment Standards
3 Administration, Wage and Hour Division.
4

5 (1) To be “eligible” to apply for leave authorized under the FMLA, an
6 employee must:

- 7
- 8 a. have worked for the District for at least twelve (12) months;
9 and
 - 10 b. have worked at least 1,250 hours, as determined by the Fair
11 Labor Standard Act, during the year preceding the start of
12 the leave.
13

14
15 An eligible employee is entitled to take up to 12 weeks for
16 FMLA leave in a “rolling” 12 month period measured
17 backward from the date an employee uses FMLA leave.
18

19 (2) Leave may be requested for any of the following reasons:

- 20
- 21 a. Birth of a child and care for a newborn child
 - 22
 - 23 b. Placement of a child for adoption or foster care
24
25 (Leave must be completed within 12 months of birth,
26 adoption or foster placement, 825.201)
27
 - 28 c. Leave to care for employee’s spouse, child or parent with a
29 serious health condition
30
 - 31 d. Leave due to employee’s own serious health condition that
32 makes the employee unable to perform the functions of
33 his/her position because he/she is:
34
 - 35 1. unable to work at all due to the serious health
36 condition; or
 - 37
 - 38 2. unable to perform any one of the essential functions
39 of the position within the meaning of the Americans
40 with Disabilities Act, due to the serious health
41 condition.
42

43 (3) FMLA limits the leave that may be taken by spouses who work for
44 the same employer to a combined total of 12 workweeks during any
45 12 month period if leave is taken for (1) birth of the employee’s son
46 or daughter or to care for the child after birth; (2) for placement of
47 a son or daughter with the employee for adoption or foster care, or

1 to care for the child after placement; or (3) to care for the
2 employee's parent with a serious health condition. The limitations
3 do not apply, however, to leave taken by either spouse to care for
4 the other who is seriously ill and unable to work, to care for a child
5 with a serious health condition, or to his or her own serious illness.

- 6
7 (4) FMLA requires an employer to maintain coverage under any
8 "group health plan...for the duration of such leave and under the
9 conditions coverage would have been provided if the employee had
10 continued in employment continuously for the duration of such
11 leave." In the case of unpaid FMLA leave, premium amounts and
12 due dates will be provided to the employee by Risk & Benefits
13 Management. An employee may choose not to retain group health
14 plan coverage or optional benefits during FMLA leave. However,
15 when a employee returns from leave, the employee is entitled to be
16 reinstated on the same terms as prior to taking the leave, including
17 family or dependent coverages, without any qualifying conditions.

18
19 The regulations provide for a 30-day grace period after agreed
20 upon date for payment within which the employee may make
21 payment of the premium without affecting health benefit coverage.
22 If the employee does not make the payment within the 30-day grace
23 period, the District will cease to maintain health coverage on the
24 date the grace period ends, but in no event shall the District cease
25 to maintain health coverage without having first given the 15-day
26 required notice.

27
28 The District can recover premiums it paid for maintaining group
29 health plan coverage during the period of unpaid FMLA leave if the
30 employee fails to return to work and terminates their employment
31 except due to:

- 32
33 a. His/her own serious health condition.
34
35 b. Circumstances beyond his/her control.
36
37
38 c. Denial or restoration due to key employee status.

39
40 Authority: F.R. 825.209

- 41
42 (5) Employees must give 30 days advance notice to the District of the
43 need to take unpaid FMLA leave when it is foreseeable. When it is
44 not practicable under the circumstances to provide such advance
45 notice, notice must be given "as soon as practicable," ordinarily
46 within one or two business days of when the employee learns of the
47 need for the leave. F.R. 825.100; 825.302.

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

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

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

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

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

(10) An eligible employee who takes FMLA leave is entitled to be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of the employment.

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

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

9 E. Released Time

10 Each principal or Administrative Department head shall have the authority
11 to release members of his professional support staff for less than one-half
12 (1/2) day for temporary absence without requesting approval of the
13 Superintendent or the Board, provided, however, that these temporary
14 absences are kept to a minimum.
15

16
17 RETURNING FROM LEAVE

18
19 Employees shall be required to show a doctor's release to return to work after
20 maternity leave, any long-term medical leave or worker's compensation.
21

22 Auth: 230.22, F.S. Imple: 231.48, F.S. and SBR 6A-1.077
23

24 4.2.2 Extended Leave

25
26 A. Extended leave shall be defined as leave without pay for more than ten (10)
27 consecutive days. *Amended 7/23/91*
28

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

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

45 D. The leave must be approved by the employee's immediate supervisor and
46 the Superintendent or his designee before it is presented to the Board for
47 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.

1
2 A. Effective July 1976, family members and close relatives, for the purposes of
3 sick leave, shall be defined by the Internal Revenue Service publication,
4 Your Federal Income Tax.

5
6 Sick leave may be taken for maternity.

7
8 Sick leave for professional support staff shall amount to one (1) day for
9 each month of employment to be credited at the end of the month and may
10 be earned at the rate of one day per month.

11
12 An employee earning pay for at least seventy-five percent (75%) of the
13 workdays in the month shall be treated as earning benefits for a month of
14 employment. Such sick leave shall be cumulative from year to year.

15
16 There shall be no limit on the number of days of sick leave a member of the
17 professional support staff may accrue. *Amended 6/27/95*

18
19 In cases of investigated sick leave abuse, the supervising administrator may
20 recommend to the Superintendent that the employee present a certificate of
21 illness from a licensed physician. *Adopted 6/29/93*

22
23 Employees working in a combination of two (2) or more positions shall be
24 assigned a primary position and shall be entitled to all benefits earned in
25 that position. All other work shall be considered as extra pay and no
26 additional benefits will be earned. *Amended 7/23/91*

27
28 Employees formerly employed by the School District shall have any
29 accumulated sick leave reinstated upon reemployment. The reinstated
30 leave shall be reduced only to the extent that the number of days used in
31 another district exceeds the number earned in that district.

32
33 B. Terminal Pay for Accumulated Sick Leave *Substitute adopted 6/17/97*

34
35 (1) Any Professional Support Staff employee eligible to retire as an
36 employee of the School Board, or his/her beneficiary if service is
37 terminated by death, and retirees returning to active employment
38 shall be entitled to payment for accumulated sick leave as follows:

39
40 a. During the first 3 years of service, the daily rate of pay
41 multiplied by 35 percent times the number of days of
42 accumulated sick leave.

43
44 b. During the next 3 years of service, the daily rate of pay
45 multiplied by 40 percent times the number of days of
46 accumulated sick leave.

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- c. During the next 3 years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
- 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) 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.
- (4) For employees with five or more years experience in the District, terminal payment for unused sick leave shall be made to the District's Section 401(a) qualified Special Pay Plan to the extent allowed by the plan document and applicable law. *Adopted 6/17/00*
- (5) Annual contributions to the Special Pay Plan ("the plan") based on accumulated sick leave shall be made for employees enrolled in DROP to the extent allowed by the plan document and applicable law. Such contributions will be calculated each June 30 subsequent to the employee's enrollment in DROP. Days for which contribution is made to the plan will be deducted from the employee's leave balance on a first in first out basis. Contributions will be calculated based on the employee's daily rate of pay as of each computation date. Amounts contributed will not be adjusted for subsequent changes in daily rate of pay. The cumulative total

1 number of days for which contributions are made to the plan and
2 paid as terminal sick pay will not exceed the number of days for
3 which payment would be allowed as terminal sick pay under rules in
4 effect on each computation date. For this calculation, days
5 previously deducted due to plan contributions will be added back to
6 leave balances on the computation date. Days previously
7 contributed to the plan properly computed as of the computation
8 dates will not be withdrawn due to subsequent leave usage by the
9 employee or other subsequent events, except as required by law or
10 rule. *Adopted 6/27/00*

11 Auth: 231.001 & 231.40(3)(a). F.S. Imple: 231.40 F.S.

12
13
14 C. Employees' Voluntary Sick Leave Bank

15
16 (1) Membership

17
18 Any full-time employee of the District, having been employed by
19 the School District for at least one (1) year and having at least ten
20 (10) days accrued sick leave by the end of September of each year
21 (inclusive of four [4] days sick leave advanced), may enroll in the
22 sick leave bank by voluntarily contributing one (1) sick leave day to
23 the Bank. The enrollment shall be opened each year during the
24 months of September and February only. Employees on leave
25 returning to service may join the Bank within ten (10) days of their
26 employment if they meet all other criteria.

- 27
28 a. Enrollment must be made on the prescribed form furnished
29 by the Personnel Department.
30
31 b. Any sick leave day contributed pursuant to this section shall
32 be removed from the personally accumulated sick leave
33 balance of that employee and shall not be returned except as
34 provided in section (9).
35
36 c. Membership in the Sick Leave Bank shall be continuous
37 from the initial enrollment until an individual member has
38 withdrawn from the plan or has drawn the maximum
39 allowed from the Bank (see [6d]).

40
41 (2) Establishment and Duration

- 42
43 a. The Sick Leave Bank will not come into existence until at
44 least 20% of the total number of employees eligible to join
45 the pool elect to do so and will remain in existence unless
46 the participation drops below 20% of the number of
47 employees eligible. The District shall provide for the

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establishment of a Sick Leave Bank no later than February 1, 1986.

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

(3) Replenishment Contributions

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

(4) Administration and Governance

- a. A Personnel Department Committee will administer the Sick Leave Bank and will determine the validity of claims against the Bank.
- b. The Personnel Department will make available an annual report of usage of the Bank to the School Board and to participating members.
- c. Appeals shall be handled by the Superintendent who will establish a five member Appeals Committee, representative of both Association and management for the purpose of settling any dispute arising from claims against the Bank. The Committee will be comprised of two members from the OCTA appointed by the President, two members appointed by the Superintendent and one professional support staff employee mutually agreed upon by the Association President and the Superintendent. This Appeals Committee shall be the final authority on all disputes or interpretation involving eligibility for benefits.

(5) Eligibility

In the event of a serious personal illness, accident or injury over which the employee has no control, causing a participating employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

- a. All accumulated sick leave of the employee must first be expended, followed by a leave, not charged to sick, of five (5) workdays per incident.
- b. Applications must be made to the Personnel Department including a statement from a doctor attesting to the

1 member's extended illness, accident, or injury. The
2 statement must certify:

- 3
- 4 1. The nature of the illness, accident, or injury.
 - 5
 - 6 2. That in the event of an operation, it is absolutely
7 necessary and could not reasonably be delayed until
8 a break in the employee's duty schedule.
 - 9
 - 10 3. The probable date the member would be able to
11 return to work.

- 12
- 13 c. Application must also provide permission to investigate
14 medical records and other information needed for review or
15 appeal.
 - 16
 - 17 d. A participating member shall not be eligible to use sick leave
18 from the Bank if the employee is on leave for injury or
19 illness in the line of duty, worker's compensation, or on
20 medical retirement.

21

22 (6) Benefits

- 23
- 24 a. All cases will be reviewed by the Sick Leave Bank Approval
25 Committee when each twentieth (20th) day of benefits has
26 been reached up to the maximum amount allowable. At this
27 time, the Committee may request additional medical
28 certification. Also, at this time, any sick leave, which may
29 have been accrued by the participant, must then be used
30 before resumption of drawing from the Sick Leave Bank.
 - 31
 - 32 b. Upon approval of application, a member will be allowed to
33 draw up to a maximum of forty (40) paid sick leave days
34 from the Bank, provided there remain sufficient leave days
35 in the Bank.
 - 36
 - 37 c. The employee shall not have to pay back in any manner the
38 number of days used from the Sick Leave Bank except as
39 outlined in Section (7) below.
 - 40
 - 41 d. In the event a member draws from the Sick Leave Bank,
42 that individual membership shall be suspended from the
43 Bank membership after drawing all days authorized from the
44 Bank. Such individuals may reinstate membership by
45 meeting qualifications in section (1) above.
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(7) Participation Abuse

Alleged abuse of the Sick Leave Bank shall be investigated by the Personnel Department. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all sick leave credited (in dollars) drawn from the Sick Leave Bank and, after review by the Appeals Committee, be subject to such other disciplinary action as determined by the School Board.

(8) Withdrawal from Participation

Any participating employee who wishes to withdraw from participation in the Sick Leave Bank may do so and withdrawal will be effective immediately upon receipt by the Personnel Department of written notification of the employee's intent to withdraw. Any previously contributed sick leave will become the property of the Sick Leave Bank.

(9) Discontinuance of Sick Leave Bank

If it becomes necessary to terminate the Sick Leave Bank, unused sick leave in the Bank will be distributed in the following manner:

- a. Each member will receive an equal share of the unused days to be credited to his personal accumulated sick leave account in fourths of a day.
- b. Any balance left will be disposed of at the sole discretion of the Board.
- c. In no instance will the days credited back to members be greater than the number remaining in the Bank.
- d. Any member joining this Sick Leave Bank acknowledges that the limits of liability for any challenge to the Appeals Committee's decision is limited to the number of days the individual contributed to the Bank.

D. Professional support staff personnel who are granted leaves of absence may be credited with earned accumulated annual leave upon re-employment.

4.2.5 Illness-In-Line-Of-Duty

Any professional support staff employee shall be entitled to illness-in-line-of-duty leave when he has to be absent from his duty because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. The amount of illness-in-line-of-duty leave

1 available to any such employee shall be ten (10) days during the school fiscal year.
2 However, in the case of injury occurring under such circumstances as in the
3 opinion of the School Board warrants it, additional in-line-of-duty leave may be
4 granted out of local funds for such term and under such conditions as the School
5 Board shall deem proper.

6
7 Auth: 230.22, F.S. Imple: 231.48, F.S.

8
9 4.2.6 Annual Vacation Leave

10 Twelve-month professional support staff shall accumulate vacation as follows:

11
12 One (1) day for each month of employment for those employed by the
13 District for less than five (5) active service years.

14
15 One and one-fourth (1-1/4) days per month of employment for those
16 employed five (5) active service years or more.

17
18 One and one-half (1-1/2) days per month of employment for those
19 employed ten (10) active service years or more.

20
21 Earned leave shall be credited at the end of the month. An employee earning pay
22 for at least seventy-five percent (75%) of the workdays in the month shall be
23 treated as earning benefits for a month of employment.

24
25 A. A full-time employee whose normal working day is less than eight hours
26 shall earn and use vacation days in proportion to hours worked. No
27 professional support staff employee shall earn more than one and one-half
28 (1-1/2) eight-hour vacation days per month. A maximum of sixty (60)
29 vacation days may be carried over at the end of each fiscal year. Each
30 employee must use half of each year's earned vacation within the year in
31 which it is earned.

32
33 B. Annual vacation leave time for an individual employee shall be approved by
34 the Superintendent or his designee and scheduled so that there will be a
35 minimum disruption of the operation of the school system.

36
37 C. Employees in positions earning vacation leave who transfer or are assigned
38 to positions which do not earn vacation leave may receive payment for
39 unused vacation leave at the time of transfer or reassignment. For
40 employees with five (5) or more years experience in the District, terminal
41 pay shall be made to the District's Section 401(a) qualified Special Pay Plan
42 to the extent allowed by the plan document and applicable law.
43 *Amended 6/17/00*

44
45 D. At the time of retirement or separation of employment, unused vacation
46 leave shall be paid as terminal pay. For employees with five (5) or more
47

1 years experience in the District, terminal pay shall be made to the District's
2 Section 401(a) qualified Special Pay Plan to the extent allowed by the plan
3 document and applicable law. Those persons entering the Deferred
4 Retirement Option Program (DROP) may choose to receive payment for
5 all or part of their accumulated vacation leave at the time of entrance into
6 the DROP. Those persons choosing to receive a partial payment will
7 receive the remainder at the time of separation from employment. Total
8 payment shall be limited to sixty-nine (69) days. *Adopted 1/22/91 &*
9 *Amended 6/16/98 & 6/27/00*

- 10
11 E. A leave application shall be filed with the Superintendent showing the
12 annual leave dates.

13
14 Auth: 230.33, F.S. Imple: 231.48, F.S.

15
16 4.2.7 Personal Leave

- 17
18 A. With Pay

19
20 Any member of the professional support staff employed by the District may
21 be absent no more than six (6) days each school year with pay for personal
22 reasons. Such absences shall be charged only to accrued sick leave, and
23 leave for personal reasons shall be noncumulative. Applications for such
24 leave shall be submitted for approval. No reason need be given by the
25 employee for personal leave other than "personal reasons". Leaves for
26 personal reasons shall be granted in advance and shall not be granted
27 retroactively.

- 28
29 B. Without Pay

30
31 Professional support staff employees may be granted personal leave
32 without pay for ten (10) days or less by the supervisor provided the request
33 is submitted at least one (1) week prior to the beginning date of the leave.
34 Employees absent without leave shall be subject to dismissal. An employee
35 having vacation or personal charged to sick leave available may not receive
36 personal leave without pay except in circumstances approved by the
37 Superintendent. *Amended 7/23/91 & 6/27/95*

38
39 Auth: 230.22, F.S. Imple: 231.48, F.S.

- 40
41 C. An employee on personal leave, without pay, may not receive holiday pay
42 unless he works or is on paid leave the day before and day after the
43 holiday. Anyone on personal leave without pay for more than ten (10) days
44 shall be placed on extended leave, if eligible, and the position advertised.
45 Professional support staff employees who are not eligible for extended
46 leave will be terminated after ten (10) days of personal leave without pay.
47 The Superintendent may extend this leave in extenuating circumstances.

1
2 4.2.8 Jury Duty
3

4 An employee shall be authorized to be absent from assigned duties, and shall
5 receive his regular salary plus court fees while serving as a juror in any court case.
6 If notice of jury duty is received, the supervisor should be immediately notified in
7 writing. Proper leave shall be requested. *Amended 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 forms
11 will show the adjustment. *Adopted 6/27/95*
12

13 4.2.9 Witness Leave
14

15 An employee of the District may be absent from assigned duties and shall receive
16 his regular salary, plus any witness fees, while serving as a witness in any court
17 case or other legal or administrative proceeding under the following conditions:
18

- 19 A. That the employee has been subpoenaed by the court or agency having
20 subpoena powers.
21
22 B. That the employee shall submit a copy of the subpoena or letter from either
23 attorney in the case to the supervisor. *Amended 7/23/91*
24

25 In the event that the employee is excused from further attendance, the employee
26 shall return to his place of assignment as expeditiously as possible. Leave forms
27 will show the adjustment.
28

29 Auth: 230.22, F.S.
30 Imple: 231.39, F.S.
31

32 4.2.10 Temporary Duty Elsewhere
33

34 In certain instances employees may be assigned to be temporarily absent from their
35 regular duties and places of employment for the purpose of performing other
36 educational services including participating in school surveys, professional
37 meetings, study courses, workshops, etc. Such assignment to temporary duty,
38 ordinarily initiated by the District administration, shall be in conformance with
39 State Board Rule 6A-184. *Amended 3/16/91*
40

41 Employees shall receive their regular pay and be reimbursed for expenses in
42 accordance with Board Rule 2.4.8
43

44 Auth: 230.22, F.S.
45 Imple: SBR 6A-184 and 231.42 F.S.
46

1 4.2.11 Charter School Leave *Adopted 7/21/98*

2
3 An employee of the School Board may take unpaid leave to accept employment in
4 a Charter School upon the approval of the School Board. While employed by the
5 Charter School and on leave that is approved by the School Board, the employee
6 may retain seniority accrued in the School District and may continue to be covered
7 by the benefit programs of the School District, if the Charter School and the
8 School Board agree to this arrangement and its financing. The employee must
9 apply for Charter School Leave on an annual basis. An employee who is granted
10 Charter School leave may not participate in the sick leave pool because the
11 employee is not an employee of the District while on Charter School Leave. If the
12 District at the end of the leave employs the employee, the employee may
13 participate in the sick leave pool and will be credited with accumulated sick leave
14 in accordance with School Board policy when the employee returns.
15

16 4.2.12 Natural Disaster Leave *Adopted 7/21/98*

17
18 If an employee is affected by a Natural Disaster in the county where the employee
19 resides, then that employee may be eligible for Natural Disaster Leave.
20

- 21 (a) Natural Disaster: A Natural Disaster means a tornado, hurricane, flood,
22 fire or similar event.
23
- 24 (b) Eligibility: An employee may be eligible for Natural Disaster Leave if the
25 employee or the employee's immediate family (spouse, parents,
26 grandparents, children, grandchildren, or siblings) have been directly
27 affected by the natural disaster. A person is directly affected by the natural
28 disaster under the following circumstances:
29
- 30 (1) Personal injury as a result of the natural disaster,
31
32 (2) Substantial loss of property as a result of the natural disaster.
33
- 34 (c) Application: An eligible employee may file an application for a maximum
35 of ten days of paid Natural Disaster Leave. The application must include
36 documentation to support the employee's eligibility and the number of
37 days requested. An eligible employee must file an application for Natural
38 Disaster Leave within sixty days of the natural disaster.
39
- 40 (d) Approval of Leave: A determination of eligibility for Natural Disaster
41 Leave is solely within the discretion of the Superintendent or his designee.
42 The number of days of Natural Disaster Leave granted to an eligible
43 employee is also solely within the discretion of the Superintendent or his
44 designee. An employee who has been granted Natural Disaster Leave may
45 request an extension of the number of days of the leave. Approval of an
46 extension is solely within the discretion of the Superintendent.
47

- 1 (e) Reimbursement: The Natural Disaster Leave shall be paid retroactively to
2 eligible employees as a reimbursement after their application has been
3 approved by the Superintendent.
4

5 4.3 SEPARATION OF PROFESSIONAL SUPPORT STAFF
6

7 4.3.1 Resignation
8

- 9 A. Resignation of employees shall require at least two (2) weeks written
10 notice in advance of the date of termination. Unused vacation days and
11 personal leave charged to sick may be used toward all or part of this
12 requirement.
13
14 B. All leave forms, termination forms, insurance card, prescription drug card
15 and other required paper work must be on file in the District Personnel
16 Office before the final pay check can be released. Failure to give proper
17 notice may delay the release of the final check one pay period.
18 Compensation for services rendered shall be made following the established
19 payroll date schedule.
20
21 C. An exit interview shall take place prior to or at the time of receiving the
22 last check. Termination of all benefits shall be effective as of the last
23 official day of employment.
24

25 Auth: 230.22,F.S.
26 Imple: 230.23(5), F.S.
27

28 4.3.2 Discipline and Termination
29

30 An employee with continuous employment may be disciplined or terminated as a
31 result of unsatisfactory performance under the annual review procedures in 4.3.2
32 (A) or for the reasons enumerated in 4.3.2 (B). An employee on an annual status
33 may also be disciplined or terminated under the procedures found in Rule 4.3.2(B).
34 *Amended 6/17/97*
35

36 A. Unsatisfactory Performance by an Employee with Continuous Employment
37 Status *Adopted 6/28/94*
38

- 39 (1) On receiving notice of unsatisfactory performance, the employee,
40 on request, shall be accorded an opportunity to meet with the
41 Superintendent or his designee for an informal review of the
42 determination of unsatisfactory performance.
43
44 (2) An employee notified of unsatisfactory performance may request an
45 opportunity to be considered for a transfer to another appropriate
46 position, with a different supervising administrator, for subsequent
47 employment.

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- (3) During the remainder of the fiscal year, the employee shall be provided assistance and/or inservice training opportunities to help correct the noted performance deficiencies. The employee shall also be evaluated periodically and be kept apprised 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.

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- 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.

1 D. Return to Annual Status *Adopted 6/28/94*

2
3 Any member of the professional support staff who is under continuous
4 employment status may be returned to annual status in accordance with the
5 procedures contained above.
6

7 E. Absence After Leave Expires

8
9 Professional support staff employees who are not eligible for extended
10 leave may, after ten (10) days of absence from their position and after sick
11 leave expires, be recommended for dismissal. *Corrected 10/4/94*
12

13 F. The provisions contained herein shall not apply to employees during their
14 probation period nor employees on annual status who are not
15 recommended for re-employment at the end of their employment period.
16 *Amended 6/28/94*
17

18 G. Unethical use or administration of test materials may constitute violation of
19 Florida Statutes 228.301, Test Security, and may result in fines,
20 imprisonment, and/or dismissal of involved employees.
21

22 Auth: 231.001 & 230.22, F.S.

23 Imple: 230.23(5), F.S.
24

25 4.4 TEACHER AIDES

26
27 It is the intent of the Board that teacher aides be used to the greatest advantage
28 possible, including substitute teaching, consistent with the provisions of Section
29 231.141, Florida Statutes, and State Board Rule 6A-1.70. *Amended 6/30/92*
30

31 Auth: 230.22, F.S.

32 Imple: 231.141, F.S. and SBR 6A-1.70.
33

34 4.5 RETIREMENT ANNUITIES PROGRAM

35
36 A. The Board will consider annually, upon the recommendation of the
37 Superintendent, requests for retirement annuities for school personnel with
38 25 years or more years of creditable service (at least five [5] of which must
39 have been in this district) who have reached the age 55 and have applied
40 for retirement under the Florida Retirement System or Teachers Retirement
41 System.
42

- 43 (1) All requests must be received between September 1 and October 31
44 of the calendar year for those requesting retirement during or at the
45 conclusion of that school year or four (4) months prior to
46 retirement if planning retirement before February of that school
47 year.

1
2 (2) A copy of the official determination, by the Division of Retirement,
3 of the projected monthly benefits at the effective date of retirement
4 based on the average monthly compensation and creditable service
5 as of the member's early retirement date and the actual early
6 retirement benefits shall accompany the request.

7
8 (3) Requests of applicants between the ages of 50 and 54 may also be
9 considered by the Board if the Board first determines for that year
10 that is economically feasible to do so.

11
12 B. Between November 1 and November 30 an annual survey and study will be
13 conducted prior to the determination of the Superintendent and Board on
14 the feasibility of the program being offered during that school year with no
15 commitment to offer the program in future years unless the Board opts to
16 do so after reviewing the annual survey. The employee may be required to
17 contribute to the annuity in order to qualify.

18
19 C. The Board upon the recommendation of the Superintendent will determine
20 before January 15, whether or not the program will be offered for that year.

21
22 D. If the program is offered, the Superintendent shall make recommendations
23 pertaining to either the investment in a specific amount of current funds or
24 the purchase of an adequate annuity either of which would provide earned
25 income in an amount sufficient to provide the annual early retirement
26 supplemental benefit for the named employee.

27
28 E. In the event an employee has earned experience in a public school system in
29 another state, the Board may choose to purchase such out-of-state
30 experience (up to five years) as is necessary to provide regular retirement
31 benefits. This experience may not be purchased in addition to an annuity.
32 *Adopted 6/27/95*

33
34 F. The maximum monthly benefit to any individual shall be in compliance with
35 Florida Statutes.

36
37 Auth: 230.22, F.S.

38 Imple: 231.495, F.S.

39
40 4.6 MISCELLANEOUS

41
42 A. Pallbearer

43
44 The Superintendent or any principal or administrator has authority to allow
45 an employee time off to act as a pallbearer and to permit the employee to
46 make up the time to avoid loss of pay.

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B. Workers' Compensation

All employees of the District are entitled to benefits of Workers' Compensation when qualified as prescribed under Florida Law. The employee shall receive his regular salary less Workers' Compensation payments while on illness-in-line-of-duty leave.

C. Garnishment

In every case in which an attempt is made to join the District as garnishee, the District shall impose its right of exemption as an agency of the State.

D. Credit Inquiry

The Superintendent, in response to a proper request by an appropriate recognized lending institution or credit bureau, is authorized for credit purposes to give the following information:

- (1) The length of employment
- (2) The status of employment
- (3) Salary earned

In no case shall the Superintendent give any opinion as to the character of the employee.

Auth: 230. 22, F. S.
Imple: 231.38, 230. 23(5), Chapter 440, and 230 . 33 (23), F . S .

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)

1
2 F. Councils *Adopted 6/27/95*
3

4 A professional Support Staff Council and Professional Technical Council
5 are hereby designated to represent the concerns and interests of
6 professional support staff employees. The members of the councils shall be
7 selected by their peers.
8

9 The Professional Support Staff Council and Professional Technical Council
10 are purely advisory bodies and do not have the authority to commit or
11 obligate the School Board or District in any manner. The councils serve at
12 the discretion of the School Board and may be modified or dissolved by
13 future Board action in accordance with law.
14

15 These councils are not collective bargaining units. Nothing in these
16 provisions shall be deemed to confer on the councils those things
17 exclusively provided to collective bargaining units, unions, or similar
18 organizations.

Table of Contents

Chapter 5

Instructional Personnel

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1 **5.0 INSTRUCTIONAL PERSONNEL**

2
3 **5.1 EMPLOYMENT PRACTICE**

4
5 **5.1.1 Recruitment, Selection and Appointment**

6
7 **A. Personnel Philosophy**

8
9 In order to secure quality educational leadership for the children of Osceola
10 County, the School Board expects all schools to strive to acquire teaching
11 faculties who exemplify the following attributes:

- 12
13 (1) A high degree of teaching competency.
14
15 (2) Good physical health.
16
17 (3) Good mental health.
18
19 (4) Healthy social attitudes.
20
21 (5) A high degree of dedication to doing utmost for children.
22
23 (6) Staunch adherence, active as well as passive, to the conviction that
24 each child is valuable and should be treated in such a manner as to
25 develop to the fullest degree possible his potential and talents.
26
27 (7) A desire to cooperate and work with other personnel for the
28 betterment of operational procedures, such as pupil discipline,
29 building control, etc.
30
31 (8) A profound and vital respect for the teaching profession and the
32 nation, state, and community it serves.

33
34 **B. Qualifications of Instructional Personnel**

- 35
36 (1) To be eligible for appointment in any position in the School District
37 of Osceola County, a person shall be of good moral character and,
38 when required by law, shall hold a certificate or license issued under
39 regulations of the State Board of Education, except as provided in
40 Section 231.02, Florida Statutes. *Amended 6/17/97*
41
42 (2) No person may be employed who has not reached the age of
43 eighteen (18) years, except as provided in Section 231.03, Florida
44 Statutes.
45
46 (3) All teachers shall be certified in the area in which their major
47 assignment is made unless the Superintendent shall have approved

1 any exceptions and reported such to the Board. Any teacher who is
2 teaching out-of-field must complete six (6) semester hours in
3 accordance with Board rule 5.1.2 E. *Amended 6/30/92*

- 4
5 (4) All new employees are required to participate in the Florida
6 Retirement System. Instructional employees who are members of
7 the Teachers Retirement System may continue in that system in
8 accordance with Board Rule 5.4.1. All members of the Florida
9 Retirement System shall also contribute to Social Security.
10
11 (5) All employees must complete a W-4 form to authorize proper
12 withholding of monies for income tax purposes.
13
14 (6) Florida Statute 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 (7) All new employees and former employees with a break in service of
21 ninety (90) days or more shall be required to take a drug screening
22 test prior to an offer of employment. *Amended 6/30/92.*

23
24 Prior to being recommended for employment by the
25 Superintendent, each applicant shall be required to submit a urine
26 sample for a screening test. If the screening shows the presence of
27 an illegal drug, the sample shall then be tested by the GCMS
28 method.

29
30 No prospective employee will be hired if the results of the drug
31 screening test indicate the presence of an illegal drug, regardless of
32 the frequency or occasion. However, the prospective employee
33 may request a waiver if he/she can show a valid prescription for the
34 drug, issued by a licensed medical practitioner or if he/she can
35 provide the drug was purchased pursuant to the provisions of
36 Section 893.08, Florida Statutes. The Superintendent or his
37 designee shall verify the validity of the prescription or compliance
38 with the provisions of Section 893.08, and consider the request in
39 light of the extent, duration and frequency of use of the drug; the
40 underlying cause for use of the drug; and any other considerations
41 relevant to the performance requirements of the position for which
42 applied.

43
44 The Superintendent's decision on any request for waiver shall be
45 final.
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The term "illegal drug" as used in this rule shall mean, any drug listed or defined as a "controlled substance" by Chapter 893, Florida Statutes.

Applicants whose results are positive on the drug screening test may not reapply for employment until one (1) year after the date the sample was given.

Please note the following related to whom is to be tested and confidentiality of testing:

- a. Employees returning from a Board approved leave of absence or sabbatical will not be tested.
- b. Prospective employees will not begin work until the results are returned. (Substitute employees will be available in emergency situations.)
- 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

1 officer or an employee of the School District who is trained to take
2 fingerprints. These fingerprints shall be submitted to the
3 Department of Law Enforcement and to the Federal Bureau of
4 Investigation for federal processing.

5
6 All prospective employees and former employees with a break in
7 service of ninety (90) or more days shall be on probationary status
8 pending fingerprint processing and determination of compliance
9 with standards of good moral character. Employees found through
10 fingerprint processing to have been convicted of a crime involving
11 moral turpitude shall not be employed in any position requiring
12 direct contact with students. The Superintendent or his/her
13 designee shall review the criminal history of each employee for
14 compliance with standards of good moral character. For the
15 purposes of this subsection, "a crime involving moral turpitude"
16 shall be defined consistent with current state law.

17
18 All new employees and former employees with a break in service of
19 ninety (90) or more days will pay the full cost for processing of
20 fingerprints with the Florida Department of Law Enforcement and
21 the Federal Bureau of Investigation.

22
23 The Superintendent shall develop procedures to implement
24 fingerprint processing of employees in accordance with this Rule
25 and Florida Statutes.

26
27 Auth: 231.02 & 231.001, F.S.

28
29 (9) All new employees, all employees returning from leave of ninety
30 (90) or more days and all former employees with a break in service
31 of ninety (90) days or more, shall have a tuberculin skin test or, at
32 their own expense, a chest X-ray, at the beginning of the school
33 year or within the ninety (90) day probationary period. Certificates
34 verifying negative TB test results are valid for up to a period of one
35 (1) year. *Amended 6/30/92*

36
37 (10) Applicants shall provide true and accurate information on the
38 application form when applying for a position. If inaccurate
39 information is given and discovered by the School District during
40 the applicant's probationary period, the applicant may not be
41 considered for employment until one (1) year after the date of
42 application.

43
44 Any employee who is discovered to have given inaccurate,
45 incomplete or false information on the application form shall be
46 considered for disciplinary action up to and including termination.
47 *Adopted 6/30/92, Amended 6/17/97*

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(11) Prior to being recommended for employment by the Superintendent and prior to the first day of employment, the prospective instructional employee must have a completed application on file. This consists of an application, three (3) reference forms (on the District's forms or on company letterhead), TB test results, an application for Florida certification, and official transcripts of all degrees or evidence of application for such transcripts. Exceptions may be made by the Superintendent in extenuating circumstances only.
Adopted 6/29/93, Correction 6/28/96, Amended 6/17/97 & 6/27/00

(12) Reporting of Arrests *Adopted 6/15/99*

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

C. Employment Procedures - Instructional

(1) Statutory - Record of Personnel

The Superintendent shall, for the purpose of improving the quality of instructional, administrative and supervisory services, establish procedures for assessing the performance of duties and responsibilities of all instructional personnel, pursuant to subsection (2) of Section 231.29, Florida Statutes.

(2) Application Form

Application forms for instructional positions may be obtained from the Personnel Department. The completed application shall be given to the Superintendent or his designee.

Completed application forms submitted at the District Office are classified into teaching areas, numbered and posted. The applications are made available to all principals upon request, and any principal interested in an application may have the application or a copy of it.

1 Employment applications will be kept on file for a period of one
2 year and may be renewed annually, in writing, by the applicant.
3 *Amended 6/30/92*

4
5 (3) Responsibility of Principal

6 The principal shall initiate requests for employment, re-
7 employment, promotion, or dismissal of employees in his school.
8 He shall aid in securing references and investigating professional
9 qualifications of teachers to be employed. He shall not consider any
10 applicant who cannot qualify for a valid Florida Educator's
11 Certificate. The level of the certificate may, in part, determine the
12 base salary.

13
14 Three (3) or more official references from the most recent places of
15 employment are required when considering an application of a new
16 employee. The principal shall be governed by the District's
17 personnel philosophy contained in this Chapter of Board Rules.
18 *Amended 6/27/95*

19
20
21 (4) Personnel Interviews and Application Reviews

22 All candidates selected by the principal as those who will be
23 recommended for appointment must be reviewed by Personnel and
24 Administrative Services. When reviewing applications for
25 employment, the District shall evaluate all applications with the
26 primary objective of selecting persons best suited to meet the
27 educational needs of the children.

28
29
30 (5) Disposition of Applications

31 An applicant who has been appointed by the School Board shall be
32 notified of the appointment, and shall be given a period not to
33 exceed fifteen (15) days to accept or reject the appointment. A
34 record of appointments shall be spread upon the School Board
35 minutes prior to or at the time of written notice is given to the
36 applicant. If the appointment is a position of temporary or
37 substitute employment, the record of appointment and written
38 notice shall so state.

39
40
41 (6) Acceptance of Appointment

42 Any person employed on the basis of a WRITTEN offer of a
43 SPECIFIC POSITION by a duly authorized agent of the School
44 Board for a stated term of service at the rate specified in the
45 adopted salary schedule and who accepted such offer by telegram
46 or letter or by signing the regular contract form, shall be considered
47

1 as having a legal contract binding to both parties and shall be
2 subject to the provisions of Section 231.36, subsection (2), Florida
3 Statutes, with regard to its violation.
4

5 (7) Required Medical Exams *Adopted 6/29/93*
6

7 In the event any employee is unable to perform the essential
8 functions of the job notwithstanding attempts to provide reasonable
9 accommodations, then the School District shall have the right to
10 require a physical, medical and/or psychological examination at any
11 time conditions indicate the need. Any examination required by the
12 School District shall be at the School District's expense. An
13 employee who refuses a physical, medical and/or psychological
14 examination when the School District directs the examination may
15 be subject to job action; including but not limited to suspension or
16 dismissal for insubordination.
17

18 D. Teacher Recruitment
19

20 Effective recruiting of quality instructional employees may include
21 provisions for paying appropriate expenses relating to such recruitment.
22 Such expenses may include moving expenses for teachers in areas
23 determined as critical need, as determined by action of the School Board.
24

25 Auth: 230.22, F.S.

26 Imple: 230.23(5), 231.02, 231.03, 231.031, 231.14, 231.17, 121.051, 876.05,
27 231.29(2), and 231.36(2), F.S.
28

29 5.1.2 Certification of Instructional Personnel
30

31 A. General Information
32

33 It shall be the responsibility of each teacher to secure and renew his
34 teaching certificate.
35

36 Application forms may be obtained from the Certification Office. All
37 certificate applications may be processed through the District contact for
38 certification in the District Office in order to receive priority attention from
39 the Certification Division of the State Department of Education.
40

41 All new and full-time substitute instructional employees will pay the full
42 cost of processing fingerprints with the Florida Department of Law
43 Enforcement and the FBI.
44

45 When there is a change in name, the name shall be changed on the
46 certificate and the new certificate recorded in the Superintendent's office
47 before any records may be changed.

1
2 This shall be done by sending the appropriate form and fee to the
3 Certification Section, Department of Education, Tallahassee, Florida. In
4 the event the certificate was issued by the School District, the appropriate
5 form and fee shall be sent to the School District of Osceola County,
6 Florida. *Amended 7/23/91*

7
8 Each member of the instructional staff shall file a copy of his or her
9 certificate with the Superintendent immediately upon receipt thereof.

10
11 B. Professional Orientation Program

12
13 A beginning teacher must satisfactorily complete the Osceola Professional
14 Orientation Program as described in the Osceola Master Inservice Plan.
15 *Amended 6/17/97*

16
17 Auth: 231.001, F.S.

18
19 C. Extension of Certificates

20
21 The extension of teaching certificates shall be made in accordance with the
22 provisions of Section 231.24, Florida Statutes, and State Board Regulation
23 6A-4.05, and shall be a responsibility shared between the individual and the
24 State Department of Education. Inservice training may be used to extend a
25 certificate, as outlined in the Master Inservice Plan.

26
27 D. Non-certificated Instructional Personnel

28
29 In each community there are persons who possess expert skill in, or
30 knowledge of, a particular subject or talent, but who do not hold a Florida
31 teaching certificate. These persons constitute an invaluable community
32 resource for the education of the pupils in that district. It is hoped that the
33 principals and teachers of the District will utilize the services of such expert
34 persons in the community in an appropriate instructional capacity. Such
35 persons may serve as non-paid volunteers or as paid members of the
36 instructional staff to render instructional service to their individual fields of
37 specialty, but shall not be required to hold a Educator's Certificate.
38 Qualifications for such non-certificated instructional personnel shall
39 include, but shall not be limited to, the following:

- 40
41 (1) Health and Age - Health and age requirements shall be the same as
42 those required for certificated instructional personnel.
- 43
44 (2) Employment Procedures - Employment procedures shall be the
45 same as those followed for certificated instructional personnel,
46 except that non-certificated instructional personnel shall not be

1 entitled to a contract as prescribed by State Board Regulation 6A-
2 1.64(1).
3

4 (3) Personnel Records - The District Personnel records shall contain
5 information considered necessary by the District to establish the
6 specialty of the individual, and a statement of the instructional
7 duties assigned to and performed by each person.
8

9 (4) Salary - Persons possessing skills in a certain job or teaching area
10 which are considered equivalent to Bachelor's, Master's, Specialist
11 or higher shall be paid in accordance with the Board-approved
12 Adult Education salary schedule. Persons whose qualifications do
13 not warrant the above mentioned pay shall be paid at the non-
14 certified rate as provided in the Board-approved salary schedule.
15

16 (5) Assignment, suspension, and dismissal procedures for non-
17 certificated instructional employees shall be the same as those for
18 certificated employees. Such procedures shall be provided in
19 writing to each employee at the time of employment.
20

21 (6) Assessment of performance - Procedures for assessing the
22 performance of duties and responsibilities of all noncertificated
23 instructional employees shall be developed by the Superintendent to
24 ensure that each person adequately performs the duties assigned.
25

26 (7) Pupil Welfare - Each non-certificated instructional employee who at
27 any time is expected to assume responsibility for the health, safety,
28 and welfare of pupils, shall possess, in advance of assuming the
29 responsibility, a clear understanding of State and District rules,
30 policies, and regulations relevant to instructional responsibilities.
31 When assigned duties require knowledge of rules, regulations, or
32 policies of a special nature, the employee occupying a supervisory
33 position is responsible to ascertain that the teacher possesses, in
34 advance of assuming the duties, the necessary knowledge to
35 perform such duties in a proper and reasonable manner.
36

37 (8) Instructional Practices and Policies - Each non-certificated teacher
38 who at any time is expected to assume responsibility for promoting
39 pupil learning shall possess, in advance of assuming this
40 responsibility, a clear understanding of all State and District
41 instructional practices and policies relevant to instructional
42 responsibilities.
43

44 (9) Non-certificated teachers shall not be employed to teach for more
45 than 160 clock hours during any fiscal school year.
46

- 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 The hiring and/or assignment of out-of-field teachers may occur if a
10 qualified, certified teacher is unavailable.
11

12 (1) Out-of-field Assignment Other Than ESOL (English to Speakers of
13 Other Languages)
14

15 A teacher out of field in a subject other than ESOL shall complete
16 at least six (6) semester hours of college credit or the equivalent
17 toward the appropriate certification within one (1) calendar year
18 from date of initial appointment to the out-of-field assignment and
19 each calendar year thereafter until all course requirements are
20 completed for the appropriate certification.
21

22 (2) Out-of-field Assignment in Only ESOL
23

24 A teacher out-of-field in only ESOL shall complete at least three
25 (3) semester hours of college credit or the equivalent toward the
26 ESOL requirements within the first two calendar years from date of
27 initial assignment and three (3) semester hours or the equivalent
28 during each calendar year thereafter until all course requirements
29 for certification in ESOL are completed.
30

31 (3) Out-of-field Assignment in ESOL and Another Subject
32

33 A teacher out-of-field in ESOL and another subject shall complete
34 at least six (6) semester hours of college credit or the equivalent
35 toward the appropriate certification within one (1) calendar year
36 from the date of initial appointment to the out-of-field assignment
37 and each calendar year thereafter until all course requirements are
38 completed for the appropriate certification. The training shall be
39 completed in the following manner: During the first two (2) years,
40 at least three (3) of the required hours or the equivalent shall be
41 completed in ESOL strategies. Beginning with the third year and
42 each year thereafter, at least three (3) semester hours or the
43 equivalent shall be completed in ESOL strategies and at least three
44 (3) semester hours in the other out-of-field subject requirements
45 until all course requirements are completed for the appropriate
46 coverage and the ESOL endorsement. All out-of-field teachers
47

1 shall sign an agreement to work toward the appropriate
2 certification. The Principal shall be responsible for obtaining
3 signatures on the agreement and a copy shall be placed in the
4 personnel file.
5

6 Auth: 230.22, F.S.
7 Imple: 231.095, F.S., SBR 6A-1.0503
8

9 F. Non-degreed Full-time and Part-time Vocational Instructional Personnel
10

11 The School Board defines non-degreed vocational instructional personnel
12 as those staff members whose qualifications are established on the basis of
13 occupational expertise in areas of Agriculture, Business, Health
14 Occupations, Home Economics, Industrial, Marketing and Public Service
15 Education; and who are assigned to teach only vocational courses when the
16 Course Code Directory specifies non-degreed vocational instructors as
17 appropriate.
18

19 The School Board authorized the employment of non-certificated teachers
20 to teach full-time in non-degreed vocational programs to comply with
21 Section 231.1725(1)(c), Florida Statutes.
22

23 (1) Basic Qualifications
24

25 The Superintendent shall ensure that each candidate for
26 employment in a non-degreed full-time/part-time vocational
27 instructional position meets minimum requirements for employment
28 and shall maintain records of such information in the candidate's
29 official personnel file.
30

31 (2) Occupational Expertise
32

33 Each candidate shall hold at least a high school diploma or the
34 equivalent based on general education development tests or other
35 achievement tests approved by the State Board which establishes
36 the equivalency for a high school diploma, and establishes the
37 minimum competency in the area of assignment based on one of the
38 following plans:
39

- 40 a. Plan One: At least six (6) years of full-time occupational
41 experience or the equivalent in part-time experience in the
42 occupational field of the teaching assignment; or
43
44 b. Plan Two: A minimum of two (2) years of full-time
45 occupational experience or the equivalent in part-time
46 experience in the occupational field of the teaching

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assignment in combination with one of the options listed below:

1. A bachelor's or higher degree - the degree must have been completed at an accredited institution as specified in Rule 6A-4.003, FAC with an undergraduate or graduate degree major related to the instructional assignment, or
2. Thirty-six (36) semester hours of college credit - the college credit must have been earned at an accredited institution as specified in Rule 6A-4.003, FAC in skills or theory courses related to the instructional assignment; or
3. Successful completion of a program of training - the training program must be specific to the area of assignment and completed at a postsecondary vocational or technical institution approved by the State Board for vocational educational in the state where the institution is located; or
4. A valid certificate, registration, or license which was issued by the recognized state or national credentialing agency in an area specific to the area of assignment - the list of appropriate credentials and the recognized credentialing agencies which is compiled and published July 1 of each school fiscal year by the State Director of the Division of Vocational, Adult and Community Education shall be used to determine the appropriate credentials; or
5. A certificate of completion of an apprenticeship as established by the United States Department of Labor, the Florida Department of Labor, or any state apprenticeship department which is specific to the area of assignment; or
6. Thirty (30) semester hours of college credit. The college credit must have been earned by occupational competency test (NOCTI tests) in the area of assignment at an institution which is approved by the state board for vocational education in the state where the institution is located; or
7. A written verification of the candidate's occupational competency - the verification of occupational

1 competency shall be signed by the district director of
2 vocational education and the chairperson of the
3 occupational advisory committee specific to the area
4 of assignment. The verification shall include a listing
5 of all current members of the advisory committee
6 and verification that the candidate was endorsed by a
7 majority of the membership.
8

9 (3) Other requirements shall be:

- 10
- 11 a. Occupational experience shall be gained as a wage earner
12 after age sixteen (16);
- 13
- 14 b. The occupational experience shall be verified by former
15 employers; or for self-employment, experience in a family-
16 owned business, or experience at a firm no longer in
17 business, the experience shall be verified by an individual
18 knowledgeable of the applicant's service. Employment
19 verification shall not be accepted from the applicant or
20 family members. The verification shall be provided on a
21 notarized affidavit or company letterhead and shall specify
22 the dates of employment, job title(s) and full-time or part-
23 time employment. When employment was part-time, the
24 number of hours worked per week shall be included.
25 Company letterhead may be considered for verification for
26 salary purposes; *Amended 6/30/92*
- 27
- 28 c. When occupational credentialing is required for program
29 approval or for students to obtain an appropriate level of
30 employment, the applicant shall be required to present the
31 appropriate license described in 2(b)(4) above;
- 32
- 33 d. Recency of experience or training shall be required in the
34 occupational field of the teaching assignment as follows:
- 35
- 36 1. At least six (6) weeks of occupational experience
37 gained within the five (5) year period immediately
38 preceding the date of application for employment; or
- 39
- 40 2. At least three (3) semester hours of college credit
41 earned within the five (5) year period immediately
42 preceding the date of application for employment.
43 The college credit shall be earned at an accredited
44 institution as specified in Rule 6A-4.003, FAC, and
45 shall be completed in skills or theory courses related
46 to the area of assignment; or
47

- 1 3. Completion of a vocational training program as
2 described in (2)b.3. above, or completion of an
3 apprenticeship program as described in (2)b.5 above
4 within the five (5) year period immediately
5 preceding the date of application for employment; or
6
- 7 4. One (1) year of successful teaching experience in the
8 program area of assignment during the five (5) year
9 period immediately preceding the date of application
10 for employment.

11
12 (4) Initial Temporary and Part-time Certification

- 13 a. The Osceola District Schools' Certificates shall be issued in
14 accordance with Chapter 231, Florida Statutes and the
15 School Board Rules of Osceola County pertaining to
16 employment of instructional personnel. The cost of each
17 certificate and certificate renewal shall be determined by the
18 School Board. *Adopted 6/29/93*
- 19 b. An applicant for a full-time non-degreed vocational
20 certificate may be granted a three-year temporary certificate
21 when the appropriate fee, application, and supporting
22 documentation have been received. *Amended 6/30/92*
- 23 c. An applicant for a part-time non-degreed vocational
24 certificate may be granted an initial five-year certificate
25 when the appropriate fee, application, and supporting
26 documentation have been received. *Amended 6/30/92*

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28
29
30 An instructor holding a valid part-time non-degreed
31 vocational certificate from another Florida school district
32 may be issued an Osceola District Schools' certificate by
33 completing the appropriate application. Documentation of
34 experience and the fee will be waived for those individuals
35 employed in our district. *Adopted 6/30/92*

36
37
38 (5) Initial Professional Certification

- 39 a. An instructor holding a valid full-time non-degreed
40 vocational certificate may be issued a five-year professional
41 certificate when the following criteria are met:
42
43 1. Three (3) years of successful teaching (under an
44 Osceola District Schools' issued full-time vocational
45 certificate) in the area for which occupational
46 expertise was established, and completion of twelve
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(12) semester hours of college credit in education as specified below: *Amended 6/30/92*

- (a) Three (3) semester hours in principles and philosophy of vocational education;
- (b) Three (3) semester hours in general methods of teaching vocational education which includes testing and evaluation;
- (c) Three (3) semester hours in methods of teaching agriculture, business, health occupations, home economics, industrial, marketing, or public service education. The methods course shall be specific to the area of the teaching assignment to include course construction, lesson planning, and management and safety procedures for vocational classroom and laboratory;
- (d) Three (3) semester hours in vocational education designed for the special needs student;

OR

- 2. Three (3) years of successful teaching (under an Osceola District Schools' issued full-time vocational certificate) in the area for which occupational expertise was established and completion of the district vocational teacher education program which is approved by the Department of Education as part of the District Master Inservice Plan. The program must include a minimum of 240 inservice points which are equivalent to twelve (12) semester hours. *Amended 6/30/92*

AND

- 3. Presentation of passing scores on the reading, writing, math and professional sub-tests of the FTCE.
- 4. Demonstration of successful instructional performance.

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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
20 appropriate fee and application is received, Osceola District
21 Schools will issue a part-time adult education certificate
22 valid for five years. The certificate will be renewable upon
23 submission of the application and appropriate fee within the
24 last year of the validity period. *Adopted 6/30/92*

25

26 5.1.3 Assignment and Transfers

27 The School Board shall act on recommendations of the Superintendent regarding
28 transfer and promotion of any employee. Assignments shall be based on the
29 qualifications of personnel and the requirements of positions, and shall be made in
30 accordance with Section 230.23, subsection (5) (e) and Section 230.33, subsection
31 (7)(d), Florida Statutes.

32

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 The School Board shall issue contracts to all instructional personnel in
41 accordance with Section 230.23, subsection (5)(b), Florida Statutes.
42 Florida law provides that the School Board cannot pay salary to a regular
43 instructional employee unless it has a contract with him. Further, the Board
44 cannot enter into a contract with the prospective employee until he has a
45 valid Florida certificate to teach. However, if an application for a
46 certificate has been filed through the District contact for certification, with
47

1 the necessary attachments, a contract may be issued on the basis of a State
2 Department of Education number assignment on the DOE Official Receipt
3 and Acknowledgment form on the status report sent to the District contact
4 person each month. If, after the second pay period since employment
5 began, a valid certificate is not presented to the District Office, further
6 checks may be withheld.

7
8 The first 97 days of an initial annual contract is a probationary period.
9 During the probationary period, the employee may be dismissed without
10 cause or may resign from the contractual position without breach of
11 contract. *Adopted 6/15/99*

12
13 Auth. 230.23(5)(b) and 231.36(1)(b) Florida Statutes

14
15 B. Continuing Contracts

16
17 (1) A continuing contract is a contract for teaching service (as defined
18 below), issued under the provisions of Section 231.36, Florida
19 Statutes, entitling the holder to continuing employment without
20 annual appointment.

21
22 (2) An employee, who had continuing contract status prior to July 1,
23 1984, shall be entitled to retain such contract and all rights arising
24 therefrom in accordance with existing laws, rules of the State Board
25 of Education or any repealed laws unless the employee voluntarily
26 relinquishes his continuing contract. *Amended 7/23/91*

27
28 C. Professional Service Contract

29
30 (1) The School Board of each district shall provide a professional
31 service contract as prescribed herein. Each member of the
32 instructional staff, excluding supervisors and principals, in each
33 district school system who is employed with an effective date of
34 initial employment subsequent to July 1, 1982, who:

35
36 a. Holds a regular certificate as prescribed by F.S. ss. 231.17
37 and rules of the State Board of Education;

38
39 b. Has completed three (3) years of probationary service in the
40 district, one (1) year of which shall be the beginning teacher
41 program where required, during a period not in excess of
42 five (5) successive years, such service being continuous
43 except for leave duty authorized and granted; and

44
45 c. Has been recommended by the Superintendent for such
46 professional service contract and reappointed by the School
47 Board based on successful performance of duties and

demonstration of professional competence shall be issued a professional service contract in such form as may be prescribed by rules of the State Board.

- (2) The professional service contract shall be effective at the beginning of the school fiscal year following the completion of all requirements therefore.
- (3) The period of service provided herein may be extended to four (4) years when prescribed by the School Board and agreed to in writing by the employee at the time of reappointment.
- (4) A School Board may issue a professional service contract to any employee who has previously held a professional service contract or continuing contract in the same or another district within this state.
- (5) A professional service contract shall be renewed each year unless the Superintendent, after receiving the recommendations required by F.S. ss. 231.29(5), charges the employee with unsatisfactory performance as determined under the provisions of F.S. ss. 231. 29 and notifies the employee in writing, no later than six (6) weeks prior to the end of the post-school conference period, of performance deficiencies which may result in termination of employment, if not corrected during the subsequent year of employment (which shall be granted for an additional year in accordance with the provisions in F.S. 231.36(1), except as otherwise hereinafter provided, this action shall not be subject to the provisions of chapter 120, but the following procedures shall apply:
 - a. On receiving notice of unsatisfactory performance, the employee, on request, shall be accorded an opportunity to meet with the Superintendent or his designee for an informal review of the determination of unsatisfactory performance.
 - b. An employee notified of unsatisfactory performance may request an opportunity to be considered for a transfer to another appropriate position, with a different supervising administrator, for the subsequent year of employment.
 - c. During the subsequent year, the employee shall be provided assistance and inservice training opportunities to help correct the noted performance deficiencies. The employee shall also be evaluated periodically so that he will be kept appraised of progress achieved.

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d. Not later than six (6) weeks prior to the close of the post-school conference period of the subsequent year, the Superintendent, after receiving and reviewing the recommendation required by F.S. ss. 231.29(5), shall notify the employee, in writing, whether the performance deficiencies have been corrected. If so, a new professional service contract shall be issued to the employee. If the performance deficiencies have not been corrected, the Superintendent may notify the School Board and the employee, in writing, that the employee shall not be issued a new professional services contract; however, if the recommendation of the Superintendent is not to issue a new professional service contract, and if the employee wishes to contest such a recommendation, the employee will have fifteen (15) days from the receipt of the Superintendent's recommendation 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 within 45 days of receipt of the written appeal. The hearing shall be conducted in accordance with the provisions of Section 2.120.57(1)(a)1 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.

1 E. Return to Annual Contract Status

2
3 Any member of the instructional staff who is under continuing contract or
4 professional service contract may be dismissed or returned to annual
5 contract status only after a due process hearing as prescribed in Board Rule
6 10.1.

7
8 Auth: 230.22, F.S.

9 Imple: 230.23(5)(b), 231.36(3) - (5);120.53(1) 12s.57 - 129.59, and
10 230.22(2), F.S.

11
12 5.1.5 Suspension and Dismissal

13
14 A. Suspension and dismissal of instructional personnel shall be conducted in
15 accordance with the procedures contained in Board Rule 10.3 except that
16 the Superintendent may suspend members of the instructional staff in an
17 emergency in accordance with the provisions of Section 230.33, subsection
18 (7)(e), Florida Statutes.

19
20 B. Unethical use or administration of test materials may constitute a violation
21 of Florida Statutes 228.301, Test Security, and may result in fines,
22 imprisonment, and/or dismissal of involved employees.

23
24 Auth: 230.22, F.S.

25 Imple: 230.33(7)(e), 120.53(1), 120.57 - 120.59,231.085(2) and 231.36(6), F.S.

26
27 5.1.6 Resignations and Terminations

28
29 A. Resignation

30
31 (1) All instructional personnel requesting to be released from their
32 contract shall submit to the Superintendent the proper resignation
33 form. Resignation of teachers shall require at least two (2) weeks
34 written notice prior to termination unless authorized by the
35 Superintendent. Unused vacation days and personal leave charged
36 to sick may be used toward all or part of this requirement.

37
38 (2) All leave forms, termination forms, insurance card, prescription
39 card and other required paper work must be on file in the District
40 Personnel Office before the final pay check can be released. Failure
41 to give proper notice may delay the release of the final check one
42 pay period. Compensation for services rendered shall be made
43 following the established payroll date schedule.

44
45 (3) An exit interview shall take place prior to or at the time of receiving
46 the last check. Termination of all benefits shall be effective as of
47 the last official day of employment.

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B. Release from Contract

Any teacher who shall violate the terms of his contract by leaving his position without first being released from his contract by the School Board shall be reported to the Educational Practices Commission. The School Board shall take official action on such violation and furnish a copy of the proceedings to the certification section of the State Department of Education in accordance with Section 231.36, subsection (2), Florida Statutes.

5.1.7 Personnel Files

A. Social Security Card

An original Social Security Card must be presented at the time of employment and a copy will be maintained in the employee's personnel file.

B. A complete statement of the academic preparation, professional training, and teaching experience of each person to whom a certificate is issued, shall be furnished by the applicant to the Superintendent, on forms furnished by the Department of Education.

C. Performance Assessment

For the purpose of improving the quality of instructional, administrative, and supervisory services in the public schools of the District, the Superintendent shall establish procedures for assessing the performance of duties and responsibilities of all instructional personnel employed in the District and for the proper record keeping of the same.

An annual evaluation of each teacher shall also be prepared as prescribed by the Superintendent, and made available for inspection by the School Board, the Superintendent, the principal, the teacher and such other persons as the teacher or the Superintendent may authorize in writing in accordance with Section 231.29, subsections (2) and (3), Florida Statutes.

Auth: 230.22, F.S. Imple: 231.29(2) and (3), F.S.

5.1.8 Substitute Teacher

A. Substitute Teacher Certification

The purpose of substitute teacher certification is to provide evidence that substitute teachers in Osceola County are adequately qualified in order to protect the educational interests of students, parents and the public at large. Substitute teachers who obtain certification in Osceola County shall

1 possess relevant and adequate skills to demonstrate an acceptable level of
2 professional performance. A four (4) year college degree is preferred, but
3 not required at this time.

4
5 The Osceola County Substitute Certificate shall be issued in accordance
6 with Chapter 231, Florida Statutes and the School Board Rules of Osceola
7 County pertaining to employment of instructional personnel. The cost of
8 each certificate and certificate renewal shall be determined by the School
9 Board. *Amended 7/23/91*

10 It shall be the responsibility of each applicant to qualify for a valid
11 certificate.

12
13 The Osceola County Substitute Certificate shall be valid for five (5) fiscal
14 school years and may be issued to an applicant who completes all
15 application requirements outlined in School Board Rules.

16
17 Application requirements are as follows:

- 18 (1) Complete application on file.
- 19 (2) File a complete set of fingerprints.
- 20 (3) Be at least 18 years of age.
- 21 (4) Have a valid high school diploma or GED certificate.
- 22 (5) Complete all forms for employment.
- 23 (6) File two (2) completed references.
- 24 (7) File the results of TB testing.
- 25 (8) Present an original Social Security card.
- 26 (9) Complete drug screening.
- 27 (10) Complete interview with Personnel.

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40 B. Compensation

- 41 (1) Compensation for substitute teachers and Adult Education
42 Instructors shall be computed using the School Board approved
43 salary schedule. *Amended 6/30/92*
- 44 (2) For salary rating purposes, substitute teachers and Adult Education
45 instructors must have a minimum of a high school diploma or
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equivalent, or official transcript. The official transcript must be sent directly from the college or university to the Personnel Department. If an official transcript cannot be sent directly from the college or university, the Superintendent may consider an alternate method of verification. *Adopted 6/30/92*

(3) All degrees must be from accredited colleges and universities as recognized by the Florida Department of Education. *Adopted 6/30/92*

(4) Compensation for short-term contracts shall be paid to State-certified teachers with a bachelor's degree or higher. The daily rate would be the same as that paid to full-time employees with the same qualifications and status.

C. The Superintendent shall compile a list of qualified substitutes who may be called upon for substitute teaching. Each substitute shall be approved by the School Board prior to substitute teaching.

D. Short-term Contracts

A substitute teacher with State certification may be considered for a short-term contract when the instructional employee being replaced is on personal leave or when a vacancy exists that cannot be filled by a qualified certificated person.

E. Reciprocal Agreement

Osceola District Schools will accept substitute certification from other Florida counties that have entered into a reciprocal agreement acknowledging a basic set of criteria.

F. Osceola County Substitute Certificates shall be renewed every five (5) years following an interview and a notarized statement on non-criminal activity.

Auth: 230.22, F.S. Imple: 231.47, F.S. and SBR 6A-1.54.

5.2 EMPLOYMENT CONDITIONS

5.2.1 Time Schedule - School Day, Week and Year

A. Work Year

Instructional personnel are required to work each school year not less than 196 days of service excluding Sundays and holidays, which shall include at least 180 actual teaching days, or the equivalent on an hourly basis, as

1 specified by Section 236.02, subsection (3), Florida Statutes, and State
2 Board Rule 6A-1.451(3).

3
4 B. Supervision of Students

5
6 All members of the faculty are responsible for the supervision of the
7 students during school hours regardless of specific scheduled assignment.

8
9 Teachers desiring to leave the campus between the time school starts and
10 the end of the school day for students shall obtain permission from the
11 principal.

12
13 C. Released Time

14
15 Each principal shall have the authority to release members of his staff for
16 less than one-half (1/2) day for temporary absence without requesting
17 approval of the Superintendent or School Board, provided, however, that
18 these temporary absences are kept to a minimum and that the principal
19 assumes responsibility for such absences. In cases where other staff
20 members are able to conduct the class of the excused teacher and a
21 substitute is not required, it shall not be necessary to charge the excused
22 teacher with personal or sick leave; however, if personal leave is charged,
23 the Superintendent shall be consulted. Each principal shall keep a record of
24 such temporary absences, the time involved, and the reason for each
25 absence.

26
27 D. School Hours

28
29 All schools shall maintain regularly scheduled school hours. In no case
30 shall school be dismissed for a sports event or any other activity at an hour
31 other than the scheduled time for dismissal without prior approval of the
32 Superintendent. Exceptions may be made by the principal in case of
33 emergencies where the safety and welfare of the students are in jeopardy.

34
35 The principal of each school shall design a working schedule which will
36 best serve the needs of the community and which shall be approved by the
37 Superintendent and coordinated with the operation of the transportation
38 system.

39
40 Auth: 230.22,F.S.

41 Imple: 236.02(3), 230.33(7)(f), and 231.085(5), F.S.

42
43 5.2.2 Vacations and Holidays

44
45 A. Twelve (12) month instructional personnel shall be given vacation days and
46 holidays as may be recommended by the Superintendent and approved by
47 the School Board.

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B. At the time of retirement or separation of employment, unused vacation leave shall be paid as terminal pay. For employees with five or more years experience in the District, terminal payment for unused vacation leave shall be made to the District's Section 401(a) qualified Special Pay Plan to the extent allowed by the plan document and applicable law. Those persons earning vacation leave, upon entering the Deferred Retirement Option Program (DROP) may choose to receive payment for all or part of their accumulated vacation leave at the time of entrance into the DROP. Those persons choosing to receive a partial payment will receive the remainder at the time of separation from employment. *Adopted 6/16/98, Amended 6/27/00*

C. Employees in positions earning vacation leave who transfer or are assigned to positions which do not earn vacation leave may receive payment for unused vacation leave at the time of transfer or reassignment. For employees with five or more years experience in the District, such payment for unused vacation leave shall be made to the District's Section 401(a) qualified Special Pay Plan to the extent allowed by the plan document and applicable law. *Adopted 6/27/00*

Auth: 230.22, F.S.
Imple: 231.39 and 236.02(3), F.S.; and SBR 6A-1.82

5.2.3 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 educational 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 approval by 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 temporary 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 School Board.

Auth: 230.22, F.S.
Imple: 231.42, F.S. and SBR 6A-1.84.

5.2.4 Wearing Apparel

Teachers' dress shall be dignified, non-disruptive and in good taste. The Principal may direct any teacher whose wearing apparel, in the Principal's opinion, violates

1 this policy, to change into suitable clothing. If the teacher refuses to do so, the
2 Superintendent may suspend the teacher until the teacher complies with the
3 Superintendent's request. Such suspensions shall be pursuant to Section 231.36,
4 subsection (6), Florida Statutes.

5
6 Auth: 230.22, F.S.

7 Imple: 231.09(2), 231.36(6), 120.53(1), 120.57-120.59, 230.33(7)(e), and
8 231.085(2), F.S.

9
10 5.2.5 Workers' Compensation

11 All employees of the School Board are entitled to benefits of Workers'
12 Compensation when qualified as prescribed under Florida Law. The employee
13 shall receive his regular salary less workers' compensation payments while on
14 illness-in-line-of-duty leave.
15

16
17 5.2.6 Pallbearer

18 The head of a district department or a principal has the authority to allow any
19 member of the instructional staff to act as pallbearer.
20

21
22 Auth: 230.22, F.S.

23 Imple: 231.085, F.S.
24

25 5.2.7 Tutoring

26 No member of the instructional staff shall receive compensation for tutoring a
27 pupil enrolled in his or her class. Teachers who receive compensation for tutoring
28 shall not use public school facilities for such purpose.
29

30
31 Auth: 230.22, F.S. Imple: 232.02, F.S., and SBR 6A-1.951.
32

33 5.2.8 Residence

34 Teachers employed by the School Board are encouraged but not required to live in
35 Osceola County. Living out of the county does not exempt the teacher in any way
36 from his prescribed duties.
37

38
39 5.2.9 Inter-school and Intra-school Visitation

40 A member of a school's instructional staff may be recommended by the principal
41 and Director of Staff Development for a maximum of two (2) days of visitation per
42 year for the purpose of improving instruction. The teacher shall make necessary
43 arrangements with the school to be visited. Under no circumstances shall a teacher
44 visit another school unless the visit has been prearranged and provided, further,
45 that the teacher, upon arrival to the host school, reports first to the office of the
46

1 principal. Application should be made according to provisions of the Master In-
2 service Plan, a copy of which shall be available in each school library.

3
4 Auth: 230.22, F.S. Imple: 231.601(4)(c), F.S.

5
6 5.3 LEAVES OF ABSENCE

7
8 During the school year, when it is necessary to be absent from duty, any member
9 of the instructional staff may secure leave of absence as prescribed by law,
10 pursuant to rules of the Board. Any such leave shall be classified as one of the
11 following:

- 12
13 A. Illness-in-line-of-duty leave
14
15 B. Maternity leave
16
17 C. Military leave
18
19 D. Personal leave
20
21 E. Professional leave
22
23 F. Staff Development leave
24
25 G. Sick leave
26
27 H. Sabbatical leave
28
29 I. Adoptive leave
30
31 J. Jury Duty Leave
32
33 K. Witness Leave
34
35 L. Charter School Leave
36
37 M. Natural Disaster Leave

38
39 Auth: 230.22, F.S. Imple: 231.39 - 231.43, F.S., SBR 6A-1.76 and 6A-1.77

40
41 5.3.1 Authority for Leave

42
43 The Superintendent may grant leaves as authorized by School Board Rules. When
44 leave is granted, it shall be with or without pay as provided by law and School
45 Board Rule, and shall be allowed only when the operation of schools is protected
46 against undue interruption because of the absence of employees. *Amended*
47 *7/23/91*

48
49 Auth: 230.22, F.S. Imple: 231.39 - 231.43, F.S., SBR 6A-1.76

1
2 5.3.2 Advance Granting of Leave
3

4 Leaves shall be officially granted in advance and shall not be granted retroactively,
5 provided that leaves for sickness or other emergencies may be deemed to be
6 granted in advance if prompt reporting is made to the proper authority.

7
8 Auth: 230.22, F.S. Imple: 231.39 - 231.43, F.S., SBR 6A-1.76.
9

10 5.3.3 Purpose Specified
11

12 Leave granted on the request of an employee shall be for a particular purpose or
13 cause which shall be sent forth in a written application. The Board reserves the
14 right to determine that the leave is issued for the purpose or cause set forth in the
15 application. If not so used as specified, the leave approval is subject to
16 cancellation by the School Board.

17
18 Auth: 230.22, F.S. Imple: SBR 6A-1.79 and 231.39, F.S.
19

20 5.3.4 Records of Absence
21

22 The principal of each school shall see that records of leave are kept and submitted
23 to the Superintendent at least once a month on forms prescribed for that purpose
24 in accordance with Section 231.45, Florida Statutes. The Superintendent shall
25 keep complete records of all instructional personnel with regard to absences, and
26 shall consult with the School Board concerning the disposition of any claims for
27 payment of benefits as provided herein.

28
29 Auth: 230.22, F.S. Imple: 231.45 and 231.46, F.S., SBR 6A-1.77
30

31 5.3.5 Illness-in-line-of-Duty Leave
32

33 "Illness-in-line-of-duty" is absence from duties necessary because of personal
34 injury received in the discharge of duty or because of illness from a contagious or
35 infectious disease determined to have been contracted in school work.

36
37 Auth: 230.22, F.S. Imple: 231.41, F.S.
38

39 5.3.6 Maternity Leave
40

41 Maternity leave shall be granted for absence necessary by reason of pregnancy and
42 child birth. Sick leave may be granted for maternity leave, to the extent of an
43 employee's eligibility for sick leave, at the option of the employee.

44
45 Auth: 230.22, F.S.
46 Imple: 231.39(s) and 231.40, F.S.
47

1 5.3.7 Military Leave

2
3 Military leave shall be granted without pay, except as provided in Section 115.07,
4 Florida Statutes, to employees who are required to serve in the Armed Forces of
5 the United States or of this State in fulfillment of obligations incurred under
6 Selective Service laws or because of membership in the reserves of the Armed
7 Forces or National Guard. At the termination of this service, employees must
8 make application for reemployment within six (6) months following the date of
9 discharge or release from active duty. The School Board shall have a period not to
10 exceed six (6) months, to reassign the employee to duty in the school system.
11 Military leave shall not be counted as years of service toward a continuing
12 contract.

13
14 Auth: 230.22, F.S. Imple: 231.39(2) and 115.07 F.S.

15
16 5.3.8 Personal Leave

17
18 A. Without Pay

19
20 Instructional personnel may be granted personal leave without pay by the
21 Principal or Administrator. A person on personal leave without pay may
22 not receive holiday pay unless he works or is on paid leave the day before
23 and the day after the holiday. *Amended 7/23/91*

24
25 B. Charged to Sick Leave

26
27 A member of the instructional staff may be absent with pay for personal
28 reasons. Such absences shall be charged only to accrued sick leave as
29 provided by law and leave for personal reasons shall be noncumulative.

30
31 Auth: 230.22, F.S Imple: 231.43, F.S., 231.40(2)(a)2

32
33 5.3.9 Professional Leave

34
35 Professional leave is defined as leave granted to a member of the instructional staff
36 to engage in activities which will result in his professional benefit and
37 advancement, including earning of college credits and degrees, or that will
38 contribute to the profession of teaching.

39
40 Auth: 230.22, F.S. Imple: 231.39(1), F.S.

41
42 5.3.10 Sick Leave

43
44 A. Sick Leave

45
46 Any member of the instructional staff, who is unable to perform his/her
47 required duties because of personal illness, or because of the illness or

1 death of father, mother, brother, sister, husband, wife, child or other close
2 relative or member of his own household and who consequently has to be
3 absent from work, shall be granted leave of absence for sickness by the
4 Principal or Administrator.

5
6 In cases of investigated sick leave abuse, the principal may recommend to
7 the Superintendent that the employee present a certificate of illness from a
8 licensed physician. *Amended 6/29/93*

9
10 Absence because of illness beyond accumulated sick leave is considered
11 personal leave without pay. *Amended 7/23/91*

12
13 B. Terminal Pay for Accumulated Sick Leave

- 14
15 (1) Instructional personnel eligible to retire as provided by law, or
16 his/her beneficiary if service is terminated by death, and retirees
17 returning to active employment shall be entitled to payment for the
18 maximum accumulated sick leave allowed by law at time of
19 termination. Payment shall be made at the current daily rate of pay.
20
21 (2) For employees with five or more years experience in the District,
22 terminal payment for unused sick leave shall be made to the
23 District's Section 401(a) qualified Special Pay Plan to the extent
24 allowed by the plan document and applicable law. *Adopted 6/27/00*
25
26 (3) Annual contributions to the Special Pay Plan ("the plan") based on
27 accumulated sick leave shall be made for employees enrolled in
28 DROP to the extent allowed by the plan document and applicable
29 law. Such contributions will be calculated each June 30 subsequent
30 to the employee's enrollment in DROP. Days for which
31 contribution is made to the plan will be deducted from the
32 employee's leave balance on a first in first out basis. Contributions
33 will be calculated based on the employee's daily rate of pay as of
34 each computation date. Amounts contributed will not be adjusted
35 for subsequent changes in daily rate of pay. The cumulative total
36 number of days for which contributions are made to the plan and
37 paid as terminal sick pay will not exceed the number of days for
38 which payment would be allowed as terminal sick pay under rules in
39 effect on each computation date. For this calculation, days
40 previously deducted due to plan contributions will be added back to
41 leave balances on the computation date. Days previously
42 contributed to the plan properly computed as of the computation
43 dates will not be withdrawn due to subsequent leave usage by the
44 employee or other subsequent events, except as required by law or
45 rule. *Adopted 6/27/00*

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47 Imple: 231.40, F.S.

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5.3.11 Unauthorized Leave

All absence from duty for good reason shall be covered by leave duly authorized. Any employee willfully absent from duty without leave shall forfeit compensation for the time of such absence and shall be subject to discharge and forfeiture of tenure and all other rights and privileges provided by law. If an employee granted leave fails to return to duty at the termination of leave, his employment shall be subject to cancellation by the School Board.

Auth: 230.22, F.S.
Imple: 231.44, F.S. and SBR 6A-1.77

5.3.12 Sabbatical Leave

Sabbatical leave for study, research, educational travel or such reason as approved by a sabbatical committee shall be granted by the Board to teachers who have four (4) or more years of service in Osceola County. This leave shall be granted for a period not to exceed one (1) year.

5.3.13 Adoptive Leave

A teacher adopting a child of pre-school age or less shall be entitled to adoptive leave without pay not to exceed one (1) year.

5.3.14 Jury Duty

An employee shall be authorized to be absent from assigned duties, and shall receive his regular salary plus court fees while serving as a juror in any court case. If notice of jury duty is received, the Principal or Administrator should be immediately notified in writing. Proper leave shall be requested. *Amended 7/23/91*

In the event that the employee is excused from further attendance, the employee shall return to his place of assignment as expeditiously as possible. Leave forms will show the adjustment. *Amended 6/27/95*

Auth: 230.22, F.S. Imple: 231.39, F.S.

5.3.15 Witness Leave

An employee of the School Board may be absent from assigned duties and shall receive his regular salary, plus any witness fees, while serving as a witness in any court case or other legal or administrative proceeding under the following conditions:

1 A. That the person has been subpoenaed by the court or agency having
2 subpoena powers.

3
4 B. That the employee shall submit a copy of the subpoena or letter from either
5 attorney in the case to the Principal or Administrator.

6
7 In the event that the employee is excused from further attendance, the employee
8 shall return to his place of assignment as expeditiously as possible. Leave forms
9 will show the adjustment. *Amended 7/23/91 & 6/27/95*

10
11 Auth: 230.22, F.S. Imple: 231.39, F.S.

12
13 5.3.16 Family Medical Leave *Adopted 7/2/96, Substitute adopted 6/15/99*

14
15 The board will provide Family and Medical Leave to qualified employees pursuant
16 to the provisions of The Family and Medical Leave Act (FMLA), Federal
17 Regulations. The Superintendent is authorized to create and carry out all
18 procedures necessary to implement this Rule and The Family and Medical Leave
19 Act of 1993.

20
21 Authority: Federal Regulations, Part 825 of the Code of Federal Regulations, Title
22 29, US Department of Labor, Employment Standards Administration, Wage and
23 Hour Division.

24
25 A. To be "eligible" to apply for leave authorized under the FMLA, an
26 employee must:

- 27
28 (1) have worked for the District for at least twelve (12) months; and
29
30 (2) have worked at least 1,250 hours, as determined by the Fair Labor
31 Standard Act, during the year preceding the start of the leave.

32
33 An eligible employee is entitled to take up to 12 weeks for FMLA leave in a
34 "rolling" 12 month period measured backward from the date an employee uses
35 FMLA leave.

36
37 B. Leave may be requested for any of the following reasons:

- 38
39 (1) Birth of a child and care for a newborn child
40
41 (2) Placement of a child for adoption or foster care

42
43 (Leave must be completed within 12 months of birth, adoption or
44 foster placement, 825.201)

- 45
46 (3) Leave to care for employee's spouse, child or parent with a serious
47 health condition

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- (4) 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:
 - a. unable to work at all due to the serious health condition; or
 - b. 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.

C. 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.

D. 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:

- (1) His/her own serious health condition.
- (2) Circumstances beyond his/her control.

1
2 (3) Denial or restoration due to key employee status.
3

4 Authority: F.R. 825.209
5

- 6 E. Employees must give 30 days advance notice to the District of the need to
7 take unpaid FMLA leave when it is foreseeable. When it is not practicable
8 under the circumstances to provide such advance notice, notice must be
9 given "as soon as practicable," ordinarily within one or two business days
10 of when the employee learns of the need for the leave. F.R. 825.100;
11 825.302.
12
- 13 F. Employees who wish to take Medical Leave as outlined above, should
14 consult with employers when giving notice and make reasonable efforts to
15 schedule the leave so as not to unduly disrupt the employer's operations,
16 subject to approval of the health care provider (F.R. 825.302; 825.303).
17
- 18 G. Medical Leave as outlined above may be taken intermittently when
19 medically necessary. Under such circumstances, the employer may require
20 the employee to transfer temporarily, during the period the intermittent or
21 reduced leave schedule is required, to an available alternative position for
22 which the employee is qualified and which better accommodates recurring
23 periods of leave than does the employee's regular leave position (F.R.
24 825.203; 825.204).
25
- 26 H. Although FMLA leave is generally unpaid, the Act permits an employee to
27 substitute accrued paid leave under certain circumstances. Accrued paid
28 vacation or personal leave may be substituted for any FMLA qualifying
29 purposes. Any accrued paid leave used will run concurrently with the
30 employee's FMLA leave. If the employer designates the leave as FMLA
31 leave, the employee's FMLA 12-week leave entitlement may run
32 concurrently with a worker's compensation absence when the injury is one
33 that meets the criteria for a serious health condition.
34
35 As the worker's compensation absence is not unpaid leave, the provision
36 for substitution of the employee's accrued paid leave is not applicable (F.R.
37 825.207).
38
- 39 I. The District will require a medical certification from a health care provider
40 to support ALL FMLA leave requests. Employees must provide such
41 certification in a timely manner. In addition, for leaves due to a serious
42 health condition, a periodic status report will be required and the employee
43 will be required to provide a fitness-for-duty at the time the employee
44 returns to work. Also, the employee has a responsibility to advise Risk &
45 Benefits Management of any significant changes in his/her condition or
46 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
5 the 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
12 a 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
16 School Board agree to this arrangement and its financing. The employee must
17 apply for Charter School Leave on an annual basis. An employee who is granted
18 Charter School leave may not participate in the sick leave pool because the
19 employee is not an employee of the District while on Charter School Leave. If the
20 District at the end of the leave employs the employee, the employee may
21 participate in the sick leave pool and will be credited with accumulated sick leave
22 in accordance with School 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,
30 fire 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
43 of ten days of paid Natural Disaster Leave. The application must include
44 documentation to support the employee's eligibility and the number of
45 days requested. An eligible employee must file an application for Natural
46 Disaster Leave within sixty days of the natural disaster.
47

1 D. Approval of Leave: A determination of eligibility for Natural Disaster
2 Leave is solely within the discretion of the Superintendent or his designee.
3 The number of days of Natural Disaster Leave granted to an eligible
4 employee is also solely within the discretion of the Superintendent or his
5 designee. An employee who has been granted Natural Disaster Leave may
6 request an extension of the number of days of the leave. Approval of an
7 extension is solely within the discretion of the Superintendent.

8
9 E. Reimbursement: The Natural Disaster Leave shall be paid retroactively to
10 eligible employees as a reimbursement after their application has been
11 approved by the Superintendent.

12
13 5.4 BENEFITS AND DUTIES

14
15 5.4.1 Retirement and Retirement Annuities Program

16
17 A. Florida Retirement System

18 All new school employees must participate in the Florida Retirement
19 System (FRS) as a condition of employment.

20
21
22 B. Teachers Retirement System

23 Instructional Personnel on the Teachers Retirement System (TRS) prior to
24 December 1, 1970, may continue in the Teachers Retirement System,
25 provided there has been no break in continuity of service. Teachers in
26 question should check with the Personnel Department or with the
27 Retirement System as to their status. Contributions by members of the
28 TRS shall be outlined in Section 238.11 Florida Statutes.

29
30
31 C. Retirement Annuities Program *Amended 11/7/95*

32 (1) The School Board will consider annually, upon the recommendation
33 of the Superintendent, requests for retirement annuities for school
34 personnel with 25 or more years of creditable service (at least five
35 [5] of which must have been in this district) who have reached the
36 age of 55 and have applied for retirement under the Florida
37 Retirement System or Teachers Retirement System.

38
39 a. All requests must be received between September 1 and
40 October 31 of the calendar year for those requesting
41 retirement during or at the conclusion of that school year or
42 four (4) months prior to retirement if planning retirement
43 before February of that school year.

44
45 b. A copy of the official determination, by the Division of
46 Retirement, of the projected monthly benefits at the
47

1 effective date of retirement based on the average monthly
2 compensation and creditable service as of the member's
3 early retirement date and the actual early retirement benefits
4 shall accompany the request.
5

6 c. Requests of applicants between the ages of 50 and 54 may
7 also be considered by the School Board if the Board first
8 determines for that year that is economically feasible to do
9 so.
10

11 (2) Between November 1 and November 30 an annual survey and study
12 will be conducted prior to the determination of the Superintendent
13 and School Board on the feasibility of the program being offered
14 during that school year with no commitment to offer the program in
15 future years unless the School Board opts to do so after reviewing
16 the annual survey. The employee may be required to contribute to
17 the annuity in order to qualify.
18

19 (3) The Board upon the recommendation of the Superintendent will
20 determine before January 15, whether or not the program will be
21 offered for that year.
22

23 (4) If the program is offered, the Superintendent shall make
24 recommendations pertaining to either the investment in a specific
25 amount of current funds or the purchase of an adequate annuity
26 either of which would provide earned income in an amount
27 sufficient to provide the annual early retirement supplemental
28 benefit for the named employee.
29

30 (5) In the event an employee has earned experience in a public school
31 system in another state, the School Board may choose to purchase
32 such out-of-state experience (up to five years) as is necessary to
33 provide regular retirement benefits. This experience may not be
34 purchased in addition to an annuity.
35

36 (6) The maximum monthly benefit to any individual shall be in
37 compliance with Florida Statutes.
38

39 Auth: 230.22, F.S. Imple: 231.495, F.S.
40

41 5.4.2 Social Security 42

43 Social Security is required of every member of the Florida Retirement System.
44

45 Auth: 230.22, F.S.
46 Imple: 121.05(3), F.S.
47

1 5.4.3 Legal Duties

2
3 Instructional Personnel shall be subject to the rules and regulations of the State
4 Board, Section 231.09, Florida Statutes, and to those rules of the School Board
5 contained herein in the performance of their duties.

6
7 Auth: 230.22, F.S.
8 Imple: 231.09, F.S.

9
10 5.4.4 Professional Duties

11
12 A. Co-Curricular Responsibilities

13
14 Each member of the instructional staff, acting under the guidance of the
15 principal, shall carry, regardless of class load assignment, his/her fair share
16 of the total concerns of the school including inservice training, faculty
17 meetings, policy making, noon activity duty, committee assignments, and
18 such other duties and responsibilities as are necessary to make the school
19 function as a total unified entity; provided, however, the additional duties
20 and responsibilities as described herein shall be subject to the provisions of
21 any collective bargaining agreement entered into between the School Board
22 and members of the instructional staff.

23
24 Duty for Guidance Counselors will be assigned in accordance with the
25 Board adopted 75/25 plan as specified by State Statutes.

26
27 B. Faculty Meetings

28
29 Each principal shall hold regular faculty meetings and may hold such
30 special faculty meetings as may be considered necessary. No teacher shall
31 be absent from a faculty meeting without the principal's prior approval.
32 Faculties shall consider among other items the following matters:

- 33
34 (1) Administrative problems and procedures
35
36 (2) School policies
37
38 (3) Professional study for improvement
39
40 (4) Involvement in total curriculum
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42 (5) Youth guidance

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44 C. Field Trips

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46 Teachers planning field trips shall:
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- (1) Schedule each trip with school principal, specifying the destination, the method of transportation, and the period of absence from school.
 - (2) Complete all necessary arrangements with the organization, firm, or owner or the property to be visited.
 - (3) Obtain from parents of all pupils who are to participate in a field trip written permission, on the District form, for their children to be away from school during the time required for the trip and to participate in the planned activity.
 - (4) Notify Food Service in advance of any trips interrupting normal lunch periods. (Refer to Chapter 8, Section 8.8.4 of these Rules)
- School buses may be used for school activity trips for which approval has been obtained from the Superintendent as provided in Rule 3.1.1.

Auth: 230.22, F.S.
 Imple: 231.085 and 231.09, F.S.

5.4.5 Attendance Records

It shall be the responsibility of the principal to ensure that complete and accurate attendance records are maintained. It shall also be the principal's responsibility to ensure that teachers keep complete and accurate records of individual class attendance in their grade books. The teachers' grade books are kept at the school as back-up documentation to attendance. *Amended 6/30/92*

Auth: 230.22, F.S. Imple: 231.085(3) and 231.09(7), F.S.

5.4.6 Lesson Plans

Each teacher shall follow a regular system of unit and lesson planning. The practice of merely giving text and workbook pages shall be considered inadequate. The principal shall assist teachers in the development of satisfactory unit and lesson plans to ensure an adequate instructional program.

Auth: 230.22, F.S. Imple: 231.09(1), F.S.

5.4.7 Teacher Salaries and Benefits

A. General

Teachers shall be paid at the level of experience and degree or its equivalent as shown on the official transcript from an accredited college or

1 university in combination with appropriate experience when required and
2 shall accrue benefits under the provisions of employment set forth in
3 subsections 230.33(7)(b) and 230.23(5)(d), and Sections 231.02 and
4 236.0711, Florida Statutes, and in accordance with State Board Regulation
5 6A-1.52. The salary schedule shall be based on a full day schedule of
6 assigned responsibilities during the 196-day or longer school year.

7
8 B. Experience

9 Teaching and vocational experience shall be allowed based on criteria
10 recommended by the Superintendent and approved by the School Board.
11 Administrative experience shall count as teaching experience on the salary
12 schedule.
13

14
15 C. Substitute Teachers

16 The Superintendent is authorized to act on behalf of the School Board in
17 appointing emergency teachers in accordance with the provisions of State
18 Board Regulation 6A-1.54 and Board Policy Chapter 5.
19

20
21 D. Annual Contracts

22 Any certificated, full-time instructional employee who does not meet the
23 requirements for a continuing contract or professional service contract as
24 provided by law and State Board of Education regulations shall be placed
25 on an annual contract status.
26

27
28 E. Professional Service Contracts

29 A professional service contract shall be issued by the School Board to any
30 member of the instructional staff who meets the requirements of Board
31 Rule 5.1.5 C, as prescribed by Section 231.36, F.S. *Amended 7/23/91*
32

33
34 F. Personnel Employed Beyond Ten Months

35 In order to be eligible for summer programs, instructional personnel shall
36 have been employed by the School Board in the preceding regular ten (10)
37 month term and have been re-employed for the following school year.
38

39
40 G. Summer School Salary Schedule

41 Instructional personnel employed for summer programs shall be paid in
42 accordance with the salary schedule of the preceding regular ten (10)
43 month term.
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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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Student Services

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1 **6.0 STUDENT SERVICES**

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4 **6.1 STUDENT SERVICES**

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Student Services is an organized, cooperative team effort of professional and instructional personnel, designed for the purpose of meeting student needs. It shall be the responsibility of the Student Services Team to help students achieve their goals, cope with their concerns, and develop positive and healthy self-concepts.

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The Student Services Team shall share the responsibility with the home and community in giving professional aid to students in all areas of development, particularly in providing them with the opportunity to acquire the minimum skills necessary to function effectively and meet the challenges of today's society. The following services shall be among those provided: guidance and counseling which shall include occupational information, attendance services, psychological services, health services, conflict resolution services and testing services. *Amended 6/28/94*

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Auth: 230.22, F.S.
Imple: 230.2313, F.S.

21
22

6.1.1 Guidance and Counseling

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Each elementary, middle, high, and postsecondary student in Osceola County will have access to services provided by certified guidance personnel. School counselors are required to spend seventy-five percent of work time providing direct counseling-related service to students and no more than twenty-five percent of work time to administrative activities, which must relate to guidance services. *Amended 6/29/93 & 6/28/94*

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Auth: 230.22, F.S.
Imple: 230.2313(3)(a) and 233.066(2), F.S.

33
34

6.1.2 Occupational and Career Placement Specialists

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Follow-up studies shall be conducted which will include all students graduating or leaving the public school system, or completing a vocational program. Placement services will be provided on a countywide basis to meet employer and student needs, secondary and post secondary. An exit interview shall be conducted with each student who withdraws from the secondary school. Evidence shall be kept on file for three (3) years or until after the FTE audit is completed, whichever is longer.

43
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47

In compliance with the Blueprint for Career Preparation, middle school occupational specialists must document individual career counseling for each middle school student. Evidence shall be kept on file for three (3) years or until the FTE audit is completed, whichever is longer. *Amended 6/29/93*

1
2 Auth: 239.67(2), F.S.; 230.22, F.S.
3 Imple: 230.2313(3)(d), F.S. and SBR 6A-6.71(4)
4

5 6.1.3 Attendance Services
6

7 Each school principal shall develop procedures based on guidelines set forth by the
8 Superintendent's office for contacting parents regarding school or class absence.
9

10 These procedures shall be on file in the Superintendent's office.
11

12 Auth: 230.2313(3)(c), 232.01, 232.09, 232.17 and 232.19, F.S.
13

14 6.1.4 Psychological Services
15

16 Psychological services shall be provided by certified psychologists, who shall be
17 assigned to schools by the Director of Student Services.
18

19 6.1.5 Health Services
20

21 A. Health services shall be provided at each school. The registered nurses
22 shall have a schedule of regular visits to the schools and shall provide
23 training and supervision for the Health Aides. A checklist of skills shall be
24 used by the registered nurses to document when Health Aides have
25 successfully demonstrated mastery of the required skills. Records relating
26 to student health and immunizations shall be kept current by the Health
27 Aide at each school site. *Amended 7/21/98*
28

29 B. Students suspected of having a health-related disability shall be referred to
30 the registered nurse assigned to the school. Additionally, a referral may
31 also be made to the Guidance Department and/or the Resource Compliance
32 Specialist. *Revised 7/21/98*
33

34 C. When a student is diagnosed as having AIDS (Acquired Immune
35 Deficiency Syndrome), AIDS-related complex or symptomatic infection,
36 the Superintendent shall be notified. The Superintendent shall immediately
37 establish a review panel to consider the facts and make recommendations
38 as to how the student may best be served. Upon the receipt of the panel's
39 recommendations, the Superintendent shall make a decision as to the
40 placement of the student. The decision of the Superintendent shall be final.
41

42 The panel shall include, but not be limited to, the Director of Student
43 Services and other appropriate educational personnel, the County Health
44 Unit Director or designee, the student's physician and the parent or
45 guardian. The School Nurse shall serve as the liaison with the review panel
46 as the student's advocate in the school and as the coordinator of services
47 provided by other personnel. The liaison will be responsible for monitoring

1 the behavior and medical condition of the student and recommending to the
2 review panel any changes in placement.

3
4 Any infected student experiencing a mental, emotional, or physical
5 handicapping condition due to AIDS shall be served according to rules and
6 policies governing the appropriate exceptional student education category.
7 Any infected student determined for medical or behavioral reasons to pose
8 a risk of transmission of the AIDS virus to other students shall be placed in
9 an educational environment, which will minimize such risk of transmission
10 to others. The review panel shall make recommendations to the
11 Superintendent for placement in a setting other than the regular classroom
12 on the basis of well-documented evidence. The decision of the
13 Superintendent as to placement shall be final.

14
15 As with all changes in placement, the appropriate existing staffing and due
16 process shall be followed. Examples of such cases include students who
17 have exhibited aggressive or violent behavior, who cannot control body
18 functions, or who exhibit behaviors in school or have conditions which are
19 likely to transmit the disease to others. A student with AIDS may require a
20 change in placement for his own protection when cases of chicken pox,
21 measles or other communicable diseases occur within the school
22 population. Such a decision shall be made in consultation with members of
23 the review panel. Considerations for such decisions should include such
24 factors as the condition of the infected student, incidence of diagnosed
25 cases and the degree of exposure of the child.

26
27 Any student's right to privacy and confidentiality of records shall be
28 protected in accordance with procedures established in state and federal
29 laws. Knowledge that a student is infected with the AIDS virus shall be
30 limited to those who have a legitimate need to know. These persons should
31 be provided with appropriate information concerning necessary precautions
32 and confidentiality requirements.

- 33
34 D. A student who is found to have head lice (Pediculosis) shall be excluded
35 from school until cleared by the School Health Aide, the registered nurse
36 assigned to the school, or any other approved School Board personnel.
37 *Revised 7/21/98*

38
39 School personnel will use the following procedure with regard to head lice:

- 40
41 (1) The school screens the student and finds the student with head lice.
42
43 (2) The school contacts the parent to pick up the infested student.
44
45 (3) The school Health Aide provides the parent with written
46 procedures for the treatment of the student, the home environment,

1 and the process of clearing the student for return to school (Form
2 FC-600-0649)

- 3
4 (4) The Health Aide informs the school attendance staff that the child
5 has gone home with head lice in order that the attendance can be
6 accurately reported.
7
8 (5) A referral to Student Services shall be made when excessive student
9 absences occur due to an infestation that has not been cleared.

10
11 When contact with a parent cannot be made before the close of the school
12 day for a bus student, the student will be transported home by bus that day.
13 Parents will be required to accompany the student to school for clearance.
14 Once cleared, bus transportation will be resumed. *Amended 7/23/91*

- 15
16 E. Pursuant to Section 464.022 (5), F.S., nursing assistants, also known as
17 health aides, may render services while under the supervision of a
18 registered professional nurse (R.N.). In any facility in which health aides
19 (nursing assistants) perform functions which constitute the practice of
20 professional or practical nursing, the R.N. charged with the responsibility
21 for supervision of the health aide (nursing assistant) shall have the
22 responsibility for nursing practice acts performed by the health aide
23 (nursing assistant) which implement any treatment or pharmaceutical
24 regimen which may produce side or toxic effects, allergic reactions or other
25 unusual effects that may endanger a patient's life or well-being. The R.N.
26 shall be readily available for and provide direction, consultation and
27 instruction to the health aide (nursing assistant), review and compare
28 medication orders and medications for accuracy, monitor patients receiving
29 medication, including conditions which contraindicate continued
30 administration of medication.

31
32 Auth: 230.22, F.S.

33 Imple: 402.32(5), F.S.

34
35 6.1.6 Working with Community and Governmental Agencies

36
37 Student Services shall work closely and cooperatively with out-of-school
38 community and governmental agencies in an attempt to meet the needs of students
39 in the community. School personnel shall be given a listing of all community and
40 governmental agencies, their contact people and responsibilities. Student Services
41 shall act as liaison between the school system and these agencies. Such agencies
42 shall be given guidelines for requesting information from the school principal and
43 all other circumstances as they relate to students. *Amended 7/21/98*

44
45 Auth: 230.22, F.S.

46 Imple: 230.23(12), F.S.

1 6.1.7 Testing Services

2
3 The Purpose of the District Testing Program, an integral part of the instructional
4 process, is to identify strengths and weaknesses in students' learning and to assess
5 the attainment of educational goals of the school district and the State of Florida.

6
7 The information gained from the testing results will be used to provide better
8 learning opportunities for students.

9
10 The District Testing Program shall be administered in a consistent manner
11 throughout the district with every effort made to ensure proper use of objective,
12 valid, reliable measures, and interpretation of all test data.

13
14 Unethical use or administration of test materials may constitute a violation of
15 Florida Statutes 228.301, Test Security, and may result in fines, imprisonment,
16 and/or dismissal of involved personnel.

17
18 Guidelines and procedures for implementing this policy are found in the District
19 Testing Handbook.

20
21 6.1.8 Conflict Resolution Services *Adopted 6/28/94*

22
23 Each school may request conflict resolution services from the Department of
24 Student Services. These activities are meant to diffuse hostilities between
25 students, promote positive relationships, and lessen the likelihood of disciplinary
26 action.

27
28 6.2 SCHOOL ATTENDANCE AND ADMISSION

29
30 6.2.1 School Attendance

31
32 A. General Requirements *Revised 7/21/98*

33
34 (1) All children who have attained the age of six (6) years or who will
35 be six (6) years of age by February 1st of any school year, or who
36 are older than six (6) but have not attained the age of sixteen (16)
37 years, are required to attend school regularly during the entire
38 school year.

39
40 (2) A child who attains the age of sixteen (16) years during the school
41 year shall not be required to attend school beyond his sixteenth (16)
42 birthday if the student has a signed form declaring his intent to
43 withdraw from school prior to completion of the educational
44 program. The parents or legal guardians of the student shall be
45 contacted by the principal to discuss the educational impact of such
46 decision and to suggest other appropriate alternative educational

1 placements or programs. The student may only be withdrawn if the
2 parents or legal guardians also sign the intent to withdraw form.

- 3
4 (3) A child who is receiving services through Exceptional Student
5 Education (ESE) shall not be withdrawn without prior parental
6 notification, a staffing meeting with parents or guardians to discuss
7 the educational impact of such a decision for the student to
8 withdraw, and all requirements relative to due process have been
9 completed. *Amended 9/7/99*

10
11 In cases where at least two (2) good faith, but unsuccessful
12 attempts to notify parents or guardians of the student have been
13 documented, and with the approval of the Director of Exceptional
14 Student Education, the student may be withdrawn by the school.
15 *Adopted 9/7/99*

- 16
17 (4) A child who has been placed at a district alternative school or
18 second chance school in lieu of expulsion shall not be withdrawn
19 without prior parental notification and a meeting with parents or
20 guardians to discuss the educational impact of such a decision and
21 the implications regarding the probability of going forward with the
22 recommendation for expulsion.

23
24 B. Certification of Exemption

25 Children within the compulsory attendance age limits who hold valid
26 certificates of exemption issued by the Superintendent in accordance with
27 Florida Statutes 232.06, shall be exempt from attending school. A
28 certificate of exemption shall cease to be valid at the end of the school year
29 in which it is issued.

30
31
32 C. Responsibility for Attendance

33 Each parent of a child within the compulsory attendance age shall be
34 responsible for such child's school attendance as required by Florida
35 Statutes, 232.09.

36
37 Whenever a child of compulsory attendance age is absent without the
38 permission of the person in charge of the school, the parent of the child
39 shall report and explain the cause of such absence to the proper person at
40 each school, as provided in Florida Statutes, 232.10.

41
42 The Superintendent may delegate the enforcement of compulsory school
43 attendance and child welfare to attendance personnel as provided in Florida
44 Statutes 232.16.
45
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D. Reporting Procedures

It shall be the responsibility of the principal and the teacher to encourage regularity of attendance and punctuality, and to check student attendance as prescribed below.

The principal shall be responsible for the administration of attendance rules and procedures and for the accurate reporting of attendance in the school under his direction.

All officials, teachers and other employees shall keep records and shall prepare and submit all reports that may be required by law and State Board Regulation 6A-1.044.

Attendance checks shall be made as early in the day as practicable. Students who are not present in school at the time attendance is checked shall be marked absent for the day unless presence is verified by attendance personnel. (This is not to be confused with class attendance). All absences whether "excused, or "permitted", or "unexcused", shall be recorded each day.

E. Absences

Non-attendance in a class shall be considered an absence unless the student is participating in a school activity. Absences shall be classified as:

(1) Excused Absences

Absences shall be excused for the following reasons:

- a. Illness or injury of the student.
- b. Illness, injury or death in the immediate family of the student. The immediate family shall be defined as listed in the United States Internal Revenue Service guidelines.

If there is a reasonable doubt concerning the illness claimed, the principal shall be authorized to require a statement from an accepted medical authority. Failure to comply with this requirement shall result in the absence being "unexcused".

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.

1 Make-up work shall be completed during a period of time equal to
2 at least twice the time for which the absence is excused, unless
3 more time is allowed by the teacher.
4

5 (2) Permitted Absences
6

7 "Permitted" absences may be granted. Only the principal shall have
8 the authority to grant "permitted" absences and then only after he
9 has considered the merits of each case. It shall be the principal's
10 responsibility to give to the parents a copy of the School Board
11 rules pertaining to permitted absences. Arrangements for make-up
12 work shall be made in advance with the instructor of classes to be
13 missed. The student shall assume complete responsibility for the
14 make-up work. The teachers shall cooperate by making
15 assignments, grading materials, and recording grades. A timeline,
16 which shall not exceed twice the number of days of absence, shall
17 be set by the teacher for receiving the student's work for credit.
18

19 Examples of situations warranting "permitted" absences include:
20

- 21 a. Attendance at an important public function.
- 22 b. Attendance at church meetings, or observances of religious
23 holidays.
- 24 c. Travel with parents in urgent circumstances.
- 25 d. Attendance at non-school conventions or conferences.
- 26 e. Other situations with parental permission and the approval
27 of the principal.
- 28 f. Participation in a non-instructional activity.

29 A student who wishes to participate in a non-instructional
30 activity must:
31

- 32 1. Meet the academic requirements as set forth by the
33 School Board,
- 34 2. Make arrangements, in advance, with the teacher for
35 missing classes, and
- 36 3. Accept the responsibility for making up time and
37 work.

1 (3) Unexcused Absences

Revised 9/7/99

2
3 All absences other than "excused" or "permitted" shall be deemed
4 "unexcused", and a failing grade shall be recorded for the period of
5 the "unexcused" absence, except that students who are suspended
6 from school during grade period exams or semester exams shall be
7 allowed to make up these exams.

8
9 a. Upon each unexcused absence, the Principal or designee
10 shall contact the student's parent or guardian to determine
11 the reason for the absence.

12
13 b. If a student has had at least five (5) unexcused absences
14 within a calendar month or ten (10) unexcused absences
15 within a ninety (90) day calendar period, the student's
16 primary teacher shall report to the principal or designee that
17 the student may be exhibiting a pattern of non-attendance.
18 Unless there is clear evidence that the absences are not a
19 pattern of non-attendance, the case shall be referred to a
20 child study team to determine if early patterns of truancy are
21 developing. If the child study team finds that a pattern of
22 non-attendance is developing, whether the absences are
23 excused or not, a meeting with the parent must be scheduled
24 to identify potential remedies.

25
26 c. If the initial meeting with the parent does not resolve the
27 problem, the child study team shall implement specific
28 interventions that best address the problem.

29
30 The child study team shall be diligent in facilitating
31 intervention services and shall report the case to the
32 Superintendent or his designee only after all reasonable
33 efforts to resolve the problem have been exhausted.

34
35 d. If the parent, guardian or other person in charge of the child
36 refuses to participate in the remedial strategies because
37 he/she believes that those strategies are unnecessary or
38 inappropriate, the parent, guardian or other person in charge
39 of the child may appeal to the School Board. The School
40 Board may provide a hearing officer, who may be an
41 employee of the School Board, in lieu of a School Board
42 hearing, who shall hear the case and make a
43 recommendation for final action to the School Board. If the
44 School Board's final determination is the strategies of the
45 child study team are appropriate, and the parent, guardian
46 or other person in charge of the child still refuses to
47 cooperate, the Superintendent may seek criminal

1 prosecution for noncompliance with compulsory school
2 attendance.

- 3
4 e. If a child subject to compulsory attendance will not comply
5 with attempts to enforce school attendance, the parent,
6 guardian or Superintendent or his designee shall refer the
7 case to the case staffing committee pursuant to Florida
8 Statutes, and the Superintendent or his designee may file a
9 truancy petition pursuant to procedures outlined in Florida
10 Statutes.

11
12 Auth: FS 984.12, 984.151.

13
14 F. Grading of Make-up Work

15
16 Students whose absences have been approved as "excused" or "permitted",
17 and who complete the make-up assignments as required by school policy,
18 shall receive grades for the periods of such absences in the same manner as
19 if not absent from school. Each school shall establish procedures to ensure
20 good attendance in each grading period.

21
22 Auth: 230.22, F.S.

23 Imple: 232.02, F.S. and Chapter 75-130, Laws of Florida; 232.06, 232.08,
24 232.10, 232.26, 230.23(4)(a), 230.232, 230.23(4)(d), 232.23, 231.085,
25 231.09(7), 232.021, 236.013(3), 232.17, F.S. and SBR 6A-1.451

26
27 G. Place of Enrollment

28
29 Parents shall enroll their child in the appropriate grade level within the
30 attendance area as established by the School Board. *Amended 9/17/91*

31
32 Any exceptions to this rule must be for extraordinary circumstances which
33 warrant special and/or individual considerations, and shall be permitted
34 only under the following conditions:

- 35
36 (1) If the School Board determines that enrollment at a school exceeds
37 acceptable limits, students may be transferred to a school in another
38 attendance zone. *Amended 11/7/95*
- 39
40 (2) The Superintendent may require a student to attend a school out of
41 his attendance zone when he deems it necessary to meet an
42 individual educational need or for disciplinary reasons.
- 43
44 (3) The parent or guardian of a student may request that the student
45 attend a school out of his assigned attendance zone by making such
46 request to the principal of the school to which the student is
47 assigned on a form to be provided.

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- a. If that principal recommends that the transfer not be granted, the request shall be forwarded to the Director of Student Services who shall notify the parent or guardian that the request has been denied.
- b. If the principal recommends that the transfer be granted, the request shall be forwarded to the principal of the school to which the transfer has been requested who shall make his recommendation and forward the request to the Director of Student Services.
- c. If the receiving principal recommends that the transfer not be granted, the Director of Student Services shall notify the parent or guardian that the request has been denied.
- d. If the receiving principal recommends that the transfer be granted, the Superintendent shall determine if such extraordinary circumstances exist to warrant the transfer and shall grant or deny the request. The Director of Student Services shall notify the parent or guardian if the transfer has been denied at the school level. **NO APPROVED TRANSFER SHALL BE EFFECTIVE BEYOND THE SCHOOL YEAR FOR WHICH IT IS GRANTED.** The receiving school shall notify the parent or guardian of each student whose request for transfer has been approved. *Amended 6/27/95*

The parent or guardian may appeal the denial of the request or the revocation of any transfer to a five-member review panel appointed by the Superintendent. The panel shall consist of three principals, a representative of Student Services, and a representative of Exceptional Student Education. Principal membership shall be rotated in order that an appeal not be heard by either the sending or receiving principal. Decisions shall require a majority vote of the panel and a majority of the panel must be present in order to render a decision. *Amended 5/3/94*

The parent or guardian may appeal the decision of the Review Panel to the School Board. A request for appeal must be submitted in writing to the Superintendent within ten calendar days of the decision of the Review Panel or the right to appeal will be forfeit. An appeal filed within the proper timeline will then be placed on the agenda of the next regularly scheduled meeting of the School Board. Both the sending and receiving principal will be notified of the date and time of the meeting. At that meeting, the Board will

1 be presented with the findings of the Review Panel, hear arguments
2 from both parties and render a final decision. *Adopted 5/3/94*

3
4 The parent or guardian requesting such transfer shall be solely
5 responsible for transporting the student to and from the "out-of-
6 zone" school.

7
8 The School Board reserves the right to establish an application
9 period for currently enrolled students to request an out-of-zone
10 transfer. *Adopted 5/3/94*

11
12 (4) The Superintendent or principal may revoke any transfer previously
13 allowed if the student's conduct or attendance at the "out-of-zone"
14 school falls below acceptable standards, or for other reasons he may
15 deem sufficient that were not known at the time of the original
16 transfer.

17
18 (5) The Superintendent shall issue a report on out-of-zone activity to
19 the School Board on a quarterly basis. *Amended 6/27/95*

20
21 Auth: 230.23(6)(a), F.S.

22
23 H. Married Students

24
25 Students who are married, pregnant, or who have children, shall not be
26 prohibited from regular school attendance and instruction as provided in
27 Florida Statutes, 232.01(1)(c) 2.

28
29 I. Out-of-County Admissions *Revised 9/17/91, Amended 6/28/94 &*
30 *Revised 9/7/99 and Amended 5/2/00*

31
32 (1) Students, with the exception of children of School Board
33 employees, who do not reside in Osceola County, may not be
34 enrolled in Osceola District Schools except in the following
35 circumstances:

36
37 a. When specifically approved by the School Board upon
38 written application of the student, parent or guardian, based
39 only on medical need or other specific hardship to be
40 determined at the discretion of the School Board.

41
42 b. Pursuant to an agreement with another district school board
43 establishing a multi-district attendance area for a specific
44 school and providing for joint maintenance of facilities,
45 entered into pursuant to Florida Statutes Section
46 230.23(4)(d).

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(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. Regular substitutes shall mean those persons who have worked at least twenty (20) days during the past twelve (12) months and who continue to work at least twenty days during each fiscal year. Additionally, those persons who are employed by an employer other than the School District, but are regularly employed at an educational facility of the School District of Osceola County under the direct supervision of a District administrator, and are evaluated in whole or in part by the School District, shall be entitled to out-of-county admissions for their children to the same extent as an employee of the School District is entitled to out-of-county admission pursuant to this policy. However, such personnel who are employed by another employer but are covered under this policy shall not be deemed "employees" of the School District of Osceola County for any purpose. *Amended 5/2/00*

(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

1 original transfer. The recommendation to revoke an out-of-county
2 transfer shall be made by the Superintendent and approved by the
3 School Board.

4
5 (4) No out-of-county transfer shall be effective beyond the school year
6 in which granted.

7
8 (5) No out-of-county student shall be admitted after the last day of the
9 third (3rd) FTE Survey Week, normally the second (2nd) week of
10 February, of any given school year.

11
12 J. FTE Reporting

13
14 Reporting of attendance for the purpose of determining full-time equivalent
15 students shall be made in accordance with the provisions of Florida
16 Statutes, 236.013, and State Board Regulation 6A-1.451.

17
18 6.2.2 School Admission

19
20 All children who have attained the age of six (6) years or who will have attained
21 the age of six (6) years by February 1 of any school year or who are older than six
22 (6) years of age but who have not attained the age of sixteen (16) years are
23 required to attend school regularly during the entire school term.

24
25 Students less than eighteen (18) years of age are entitled to enroll in the school to
26 which they are assigned unless an active expulsion is in effect. *Amended 6/29/93*

27
28 A. Admission to Kindergarten

29
30 Children attaining the age of five (5) years on or before the date prescribed
31 by state statutes shall be eligible for admission to kindergarten during that
32 school year.

33
34 B. Admission to First Grade

35
36 Any child who will attain the age of six (6) years on or before September 1,
37 shall be admitted at the beginning of that school year or at any time
38 thereafter, provided the child has demonstrated a readiness to enter the first
39 grade in accordance with rules adopted by the State Board of Education.

40
41 No student shall be admitted to the first grade who has not attended
42 kindergarten in a public school or satisfactorily completed kindergarten in a
43 non-public school from which the district School Board accepts transfer of
44 academic credit.

45
46 Any student presented for grade 1 enrollment who has successfully
47 completed Kindergarten in a non public school which permitted entry

1 earlier than the state minimum requirement (5 years old on or before
2 September 1 of the school year) shall be enrolled in Kindergarten until such
3 time as the student has demonstrated a readiness to enter the first grade.

4
5 C. Requirements for Initial Admission to Osceola County Schools

6
7 (1) Evidence of Age *Amended 6/27/95*

8 Students enrolling through the first grade must present evidence of their
9 age. Evidence submitted shall be one from the following priority list:

- 10
11 a. Birth certificate, or
12
13 b. Certificate of baptism, with sworn affidavit, or
14
15 c. Two-year old life insurance policy on child, or
16
17 d. Bible record, with sworn affidavit, or
18
19 e. *Passport showing age, or
20
21 f. Affidavit of age sworn to by parent and a certificate of age signed
22 by health officer, school physician or licensed physician.
23

24 *If a passport or immigration document is used as evidence of age, it may
25 not be duplicated. Only a notation may be placed in the student's record.

26 *Adopted 6/27/00*

27
28
29 (2) Health Requirements

30 a. Certificate of Physical Examination *Amended 6/30/92*

31
32 A certificate of a physical examination within the twelve-month
33 period immediately preceding enrollment shall be presented before
34 a child is allowed to attend classes. The certificate shall be signed
35 by a licensed practicing physician, or an Advanced Registered
36 Nurse Practitioner certifying that the pupil has no contagious or
37 communicable disease which would warrant the pupil's exclusion
38 from public schools. A Physician's Assistant operating under the
39 supervision of Osceola County's Public Health Director may also
40 sign the certificate. *Amended 6/27/95*

41
42 Students, other than children of military personnel, transferring
43 from a foreign country must possess an examination certificate
44 issued within the United States.
45
46

1 Exceptions:

- 2
- 3 1. Pupil has previously been enrolled in a Florida
- 4 school.
- 5
- 6 2. Parental objections in writing on religious grounds.
- 7

8 b. Proof of Tuberculin Test

9

10 All first time enrollees in grades 9-12 or any enrollee

11 returning from an area outside of the Continental United

12 States, regardless of grade level, must present evidence of a

13 Tuberculin test, with a negative reading, administered within

14 the last twelve months before class attendance will be

15 allowed. A student who has a positive reading on any

16 Tuberculin test will be required to submit to a chest X-ray.

17 The student will not be allowed to enroll until a licensed

18 physician certifies that the student may attend class.

19 *Amended 7/23/91, 6/27/95 & 7/21/98*

20

21 c. Immunization *Amended 7/21/98*

22

23 Each pupil who is otherwise entitled to admittance to an

24 Osceola County School, shall be required to present a

25 certificate of immunization on a Florida form, showing that

26 the student has received inoculations for those

27 communicable diseases for which immunization is required

28 by the Division of Health, and Florida Statutes 232.032.

29

30 Students who have not received the required immunizations

31 as stipulated by state law and who have not received a

32 statutory exemption will be temporarily excluded from

33 school until such immunizations have been administered.

34 *Adopted 9/7/99*

35

36 Required Immunizations: *Amended 9/7/99 & 6/27/00*

37

38 Five (5) DP's

39

40 Four (4) Polio

41

42 One (1) MMR (if taken at twelve (12) months or

43 older)

44

45 Plus:

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Pre-K	All required immunizations appropriate to age and HIB
Kindergarten through Grade 2	All required immunizations and a second MMR and Hepatitis B (series of 3)
Grades 3-6	All required immunizations and a second MMR (new for 6th graders)
Grades 7-10	Hepatitis B (Series of 3) and Tetanus/Diphtheria (TD) booster and second MMR.
Grades 11-12	All required immunizations

Exceptions may be granted as follows:

1. Parental objections in writing on religious grounds
2. Written certification for exemption for medical reasons by a competent medical authority or the Division of Health

(3) Residency Requirements
Amended 6/29/93 & 6/27/95, Revised 7/21/98

A resident parent or guardian admitting a pupil to an Osceola County School shall produce documents from at least two (2) of the following categories:

- a. Mortgage document, rental or lease agreement, property tax records
- b. Notarized statement signed by the owner of the home in which the parent resides with supporting documents from the owner such as a mortgage, rental or lease agreement, or property tax records
- c. Current utility bill
- d. Income tax records
- e. Proof of receipt of government benefits

If false and/or misleading information is presented in order to meet residency requirements, the child falsely registered shall be subject

1 to immediate withdrawal from Osceola District Schools and
2 required to register in the school in the assigned attendance zone or
3 in the case of an out-of-district child, a school in the district of
4 residence.

5
6 Any person knowingly providing false and/or misleading
7 information may be liable for criminal charges under Florida
8 Statutes.

9
10 (4) Non-Residents of Florida *Amended 6/27/95*

11
12 a. Definition - For the purpose of this section a non-resident is
13 defined as a person whose primary residence is outside the
14 State of Florida.

15
16 b. Tuition - Pupils in kindergarten through the twelfth grade,
17 whose parent, parents or legal guardians are nonresidents of
18 Florida but are American Citizens, shall be charged a tuition
19 fee of \$50 (cash only), payable at the time the pupil is
20 enrolled. This tuition shall not be refundable.

21
22 The tuition shall be paid at the County School Board Office.
23 Pre-numbered receipts shall be issued upon payment of fee,
24 and each receipt shall show name of pupil, name of parent,
25 date, purpose, name of district, and signature of individuals
26 receiving payment.

27
28 Exceptions shall be as follows:

- 29
30 1. The student was previously enrolled in a public
31 school in Florida during the current school year, or
32
33 2. The student is in a certified exchange program, or
34
35 3. The parent is a migratory agricultural worker, or
36
37 4. The parent is currently on active military duty.

38
39 E. Students Who Are Not Residing with Their Natural Parents or Legal
40 Guardians

41
42 Any student wishing to enroll in school who is not residing with his or her
43 natural parent or legal guardian shall have the responsible adult with whom
44 the student is living sign an Affidavit of Responsibility form available
45 through Student Services at the District Office.
46

1 The responsible adult shall present proof that he or she has parental
2 consent or legal right to accept responsibility: Parental consent shall be
3 notarized.
4

5 F. Students 18 Years or Older Requesting Enrollment in Osceola County
6 Schools

7
8 A student who is 18 years or older and who desires to enroll in the regular
9 school program shall present his/her request to a Review Committee
10 composed of a guidance counselor, the principal, and the Student Services
11 Director, which will determine the most appropriate educational placement
12 for him/her.
13

14 G. Student Custody

15
16 Any person or agency who has been given exclusive care, custody, or
17 control over any student by order of any court having jurisdiction to enter
18 such order, may provide a certified or otherwise authenticated copy of such
19 order, Marriage Certificate, or other extraneous criteria not covered by
20 specific rule, to the principal of the school in which such student is
21 enrolled. The order shall be placed in the student's official records and
22 thereafter such person or agency shall be recognized for all purposes as the
23 sole parent or guardian of the student until such time as subsequent or
24 additional orders changing such status are likewise provided.
25

26 Imple: 232.04, 232.01, 232.031, 232.032, 320.38, 322.031; SBR 6A-
27 1.98;228.212, 316.003 (62); 228.041 (1) (a), 228.061 (2); F.S.;
28 SBR 6A-6.311 and 6A.6341 and 230.23 (4) (m), F.S.
29

30 6.3 PUPIL PROGRESSION PLAN *Amended 6/28/94*

- 31
32 A. The purpose of the instructional program in the schools of Osceola County
33 is to provide appropriate instructional and selected services to enable
34 students to perform at or above their grade level academically. Promotion,
35 however, is based primarily on pupil achievement and is not automatic.
36
37 B. Decisions regarding student promotion, retention and administrative
38 placement are primarily the responsibility of the individual school's
39 professional staff. The final decision in regard to grade placement is the
40 responsibility of the principal.
41
42 C. The Pupil Progression Plan for the School District of Osceola County,
43 Florida shall be adopted by the School Board and is incorporated herein by
44 reference. *Amended 6/17/97*
45
46 D. The School Board may waive any provision of the Pupil Progression Plan
47 for a period not to exceed one fiscal year upon receiving an application for

1 waiver. Application for waiver must specifically state the provision to be
2 waived and the alternative treatment to be applied. The School Board may
3 waive application of any provision of the Pupil Progression Plan and apply
4 alternative treatment which does not conflict with federal, state, or local
5 law. *Adopted 6/27/95*

6
7 Auth: 232.245, F.S. .

8
9 6.4 EDUCATIONAL RECORDS OF STUDENTS

10
11 A. Confidentiality - Student Records

12
13 The Osceola County Public Schools shall maintain educational records on
14 each student for the purpose of planning instructional programs, for
15 guidance of students, for preparation of local, State and Federal reports,
16 and for research. Student records are for the educational benefit of the
17 student, and information recorded and maintained shall be in keeping with
18 the best educational interest of the student.

19
20 The rules of the School Board of Osceola County shall be consistent with
21 Florida Statutes and State Board of Education Regulation. Rules shall be
22 consistent with the Federal Family Educational Rights and Privacy Act of
23 1974.

24
25 The Principal of each school shall be responsible for the control and
26 supervision of Student Records and for the following State Department of
27 Education Regulations and School Board rules related to student records
28 and interpretation of same to the school staff, students, and the community.
29 The Superintendent of Schools or designee shall be responsible for the
30 privacy and security of all pupil or adult student records that are not under
31 the supervision of a school principal.

32
33 The Department of Student Services and Exceptional Education shall be
34 responsible for the interpretation of and for assisting schools in the
35 implementation of this policy.

36
37 Student Records

- 38
39 (1) The cumulative folder file shall include Category A Permanent
40 Information which is verified information of clear importance to be
41 retained indefinitely and Category B Temporary Information which
42 is verified information of clear educational importance which is
43 subject to change. The permanent information record shall be
44 maintained on the form prescribed by the Superintendent.
45 *Amended 6/27/95*

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- (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.
- 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

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- 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.
 - 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

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- 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
 - 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.

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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" shall be as defined in 26 U.S.C. (Section 152 of the Internal Revenue Code of 1954).

When any other information concerning a student is combined with information on other students, the parents of any student shall be entitled to receive, or be informed of, the information pertaining to their child.

Pursuant to Florida Statutes, section 39.045(5), the Superintendent may enter into interagency agreements for the purpose of sharing information about juvenile offenders. The Superintendent may make school records available to appropriate department personnel under the specific conditions provided for in the interagency agreement. *Adopted 6/27/95*

D. Child Custody and Access to Student Records

The school shall presume that either parent of any student has the right to inspect and review the education records of the student unless the school has been provided with evidence that there is a court order governing this matter which provides to the contrary.

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E. Directory Information

Any school in the District may elect to publish a School Directory each year. The following information may be published:

Student's name, address, listed telephone number, date and place of birth, participation in school activities and sports, weight and height of members of athletic teams, dates of attendance, honor roll, graduation date and awards received.

The parent may refuse to permit the designation of any or all of the above categories as directory information with respect to their child by notifying the principal in writing within ten (10) calendar days of the beginning of school.

Lists of students will not be released unless a directory is published.

Auth: F.S. 228.093 (3)(0)

F. Public Notification

Each school shall provide to parents and eligible students annual notification of their right of access to student records, a right to a copy of the record, right of waiver of access, right to challenge information contained in the record and to a hearing, and right of privacy. The notification should be distributed at the beginning of the school year and in so far as is practicable must be in the language of the parent of the eligible student.

This annual notice should also include the policy on Directory Information. The Departments of Student Services and Exceptional Education shall be responsible for updating and providing annually a copy of the Public Notice to each Principal. The Principal shall determine the method and procedure for delivery to parents.

G. Transfer of Student Cumulative Records, Transcripts of Student Permanent Record Copy, and/or Release of Student Records

Requests for the transfer of cumulative record folders or other student records shall be made in writing by the parent except as outlined in this section. A release form shall be provided for use in the schools, and such a form shall designate that parents have the right of access to student records, right to a copy of the records right of waiver of access, right to challenge information contained in the record and to a hearing, and right of privacy. *Amended 7/23/91*

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Under no circumstances shall the student record be released to the student, parent or guardian for transmittal from one school to another (a copy can be provided to them).

Report cards or other evidence of grade placement and progress to date with student identification, a receipt for textbooks returned, a copy of the Student Health Record and a statement of any out-standing financial obligation shall be given to the parent or student at the time of withdrawal.

Prior to the transfer of the cumulative folder, or copy of same, the information shall be reviewed.

The transfer of records shall be made immediately upon written request of an adult student, a parent or guardian of a student or a receiving school. The principal or designee shall transfer a copy of all category A and category B information and shall retain a copy of Category A information.

No student records or information may be transferred or released or disclosed to any individual or institution without prior parental written consent, signed and dated, except to:

- (1) Officials of schools, school systems, area vocational technical centers, community colleges, or institutions of higher learning in which the pupil or student seeks or intends to enroll; and a copy of such records or reports shall be furnished to the parent, guardian, pupil, or student upon request.
- (2) Other school officials, including teachers within the educational institution or agency, who have legitimate educational interests in the information contained in the records.
- (3) The United States Secretary of Education, the Director of the National Institute of Education, the Assistant Secretary for Education, the Comptroller General of the United States, or state or local educational authorities who are authorized to receive such information subject to the conditions set forth in applicable federal statutes and regulations of the U.S. Department of Education, or in applicable state statutes and rules of the State Board of Education.
- (4) Other school officials, in connection with a pupil's or student's application for, or receipt of, financial aide.
- (5) Individuals or organizations conducting studies for or on behalf of an institution or a board of education for the purpose of developing, validating, or administering predictive tests, administering pupil or student aid programs, or improving instruction, if such studies are

1 conducted in such a manner as will not permit the personal
2 identification of pupils or students and their parents by persons
3 other than representatives of such organizations and if such
4 information will be destroyed when no longer needed for the
5 purpose of conducting such studies.

- 6
- 7 (6) Accrediting organizations, in order to carry out their accrediting
8 functions.
- 9
- 10 (7) For use as evidence in pupil or student expulsion hearings
11 conducted by a district school board pursuant to the provisions of
12 chapter 120.
- 13
- 14 (8) Appropriate parties in connection with an emergency, if knowledge
15 of the information in the pupil's or student's educational records is
16 necessary to protect the health or safety of the pupil, student, or
17 other individuals.
- 18
- 19 (9) The Auditor General in connection with his official functions;
20 however, except when the collection of personally identifiable
21 information is specifically authorized by law, any data collected by
22 the Auditor General shall be protected in such a way as will not
23 permit the personal identification of students and their parents by
24 other than the Auditor General and his staff, and such personally
25 identifiable data shall be destroyed when no longer needed for the
26 Auditor General's official use. 228.093 (3) d F.S.
- 27
- 28 (10) A court of competent jurisdiction in compliance with an order or
29 that court or the attorney of record pursuant to a lawfully issued
30 subpoena upon the condition that the student and his parents are
31 notified of the order or subpoena in advance in compliance
32 therewith by the educational institution or agency.
- 33
- 34 (11) A person or entity pursuant to a court of competent jurisdiction in
35 compliance with an order of that court or the attorney of record
36 pursuant to a lawfully issued subpoena, upon the condition that the
37 pupil or student, or his parent if he is either a minor and not
38 attending an institution of postsecondary education or a dependent
39 of such parent as defined in 26 U.S.C. s 152 (Section 152 of the
40 Internal Revenue code of 1954), is notified of the order or
41 subpoena in advance of compliance therewith by the educational
42 institution or agency.
- 43
- 44 (12) Credit bureaus, in connection with an agreement for financial aid
45 which the student has executed, provided that such information may
46 be disclosed only to the extent necessary to enforce the terms or
47 conditions of the financial aid agreement. Credit bureaus shall not

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release any information obtained pursuant to this paragraph to any person.

The written consent of the parent shall include:

- a. Specifications of the records to be disclosed.
- b. The purpose of the disclosure, and
- c. The party or class of parties to whom the disclosure is to be made.

H. Third Party Restriction

Neither a student's educational record nor any personally identifiable information shall be released except on the condition that the information being transferred will not be subsequently released to any other party or used for any purpose other than that for which the disclosure was made without obtaining the consent of the parent or eligible student, signed and dated.

Released copies of educational records and personally identifiable information must be destroyed when no longer required by the person to whom the information was appropriately released.

In order to comply with the two sections noted above, a stamp should be used to mark all copies of the information being released to any other person without the written consent of the parent or eligible student; and that copies of the information be destroyed when no longer needed.

I. Record of Disclosure

The school shall maintain a record of all records or information disclosed, transferred or released from the education records of a student. Such a record shall be kept with the student's education records and indicate the parties who have requested or obtained personally identifiable information from the student's education records, and the record must also specify the legitimate interest that these parties had in requesting or obtaining the information. The record of disclosure may be inspected by the parent or eligible student and school official responsible for the custody of the records. The record of disclosure is not necessary when disclosure is to the parent of a minor student or an eligible student or to school officials who have a legitimate interest.

1 J. Transfer of Records

2
3 The transfer of records shall be made immediately on request of parent or
4 receiving school. The principal or designee shall transfer a copy of all
5 category A and category B information and shall retain a copy of category
6 A information and the original of category B information. Under no
7 conditions shall the transfer of a student's records be delayed for failure to
8 pay a fine or fee assessed by the school; however, all reasonable effort shall
9 be made to collect for damaged or lost library books and textbooks.

10
11 K. Schedule of fees for Reproduction of Student Records

12 *Revised 6/29/93, Amended 6/16/98*

- 13
14 (1) Student records transferred to another school within the School
15 District of Osceola County system, shall be at no cost to the
16 parent/guardian or adult student. Records shall be mailed directly
17 to the requesting school or to the school designated by the
18 parent/guardian or adult student.
- 19
20 (2) Copies of a student academic "transcript", delineating each
21 grade/course taken and/or completed and date of graduation or
22 program completion, whether certified as "official" by use of the
23 school or school district seal, or stamped "unofficial" and/or
24 "student copy" shall be furnished upon request to the
25 parent/guardian, adult student, and/or authorized
26 individuals/organizations as per 228.093(4)(d), at no charge.
- 27
28 (3) Copies of student education records, whether certified as "official"
29 by use of the school or school district seal, or stamped "unofficial"
30 and/or "student copy" shall be furnished to the parent/guardian,
31 adult student, and/or authorized individuals/organizations as per
32 228.093(4)(d), in accordance with SBR 6a-1.0955(6)2.d, and
33 School Board Rule 1.20.2.

34
35 L. Right to Contest the Contents of Student Records Hearing Procedures

36
37 In addition to a parent's right of access for the inspection and review of
38 their child's education record, they shall also have an opportunity for a
39 hearing to contest the contents of said record if they think it to be
40 inaccurate, misleading, or otherwise in violation of the privacy or other
41 rights of the student. The right includes an opportunity for the correction
42 or deletion of any such inaccurate, misleading, or otherwise inappropriate
43 data contained therein.

44
45 If records are to be corrected, deleted or expunged, then a written
46 agreement between the adult student or parent and the designated school

1 official shall be entered into. The agreement shall only indicate that the
2 record has been corrected, deleted or expunged.

3
4 Schools may attempt to resolve such matters through informational
5 meetings and discussions; however, when such informal proceedings are
6 not satisfactory to either the school or the parent, the following procedures
7 are to apply:

- 8
- 9 (1) The parent or eligible student shall make a request in writing to the
10 principal naming the record to be reviewed and the information in
11 question.
 - 12 (2) The principal shall schedule an appointment for a hearing,
13 designating date and time of the hearing. The hearing shall be
14 scheduled within five (5) school days after request. Parents and
15 school personnel shall have an opportunity to present information
16 and to be heard.
 - 17 (3) The principal shall serve as the hearing officer. It shall be the
18 hearing officer's responsibility to review the information in question
19 and to make a decision regarding the request. Such decision shall be
20 in keeping with the rules of the Osceola County, Florida, Public
21 Schools.
 - 22 (4) The principal shall prepare a written report on his decision and
23 forward a copy to the Superintendent. The written report must
24 include a summary of the evidence and the reason for the decision.
 - 25 (5) An agreement which shall be reduced to writing, signed and dated
26 by the adult student or the parents or guardians of the pupil and
27 designated school officials if records are to be corrected, deleted or
28 expunged. The agreement shall only indicate that the record has
29 been corrected, deleted or expunged.
 - 30 (6) The parent or eligible student may appeal the decision of the
31 hearing officer to the Superintendent by written request within ten
32 school days. The Superintendent shall appoint a three-member
33 review committee to review the case and make recommendations to
34 the Superintendent for final disposition.
 - 35 (7) If the decision is adverse to parent or eligible student, then the
36 parent or eligible student shall be informed of the right to place in
37 the student's record a statement commenting on the information in
38 said records and/or set forth any reasons for disagreeing with the
39 disposition. Parent or eligible student may do this at any stage in
40 lieu of a hearing or appeal.
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1 M. Microfilming of Student Records Amended 6/30/92

2
3 (1) General Information

- 4
5 a. Upon the termination of a student's attendance, through
6 transfer, graduation or withdrawal, his/her records shall be
7 stored for a minimum of five (5) years in the school which
8 he/she attended.

9
10 Immediately following the end of the fifth year of inactivity,
11 the records shall be purged and boxed for removal to the
12 School District of Osceola County Records Management
13 Section. The records will be microfilmed and destroyed in
14 accordance with Florida Statutes

- 15
16 b. Student records shall be purged of Category B information.
17 A list of Category B information, as specified by State
18 Board Rules and Student Services can be obtained from the
19 Records Management Section. Category B information
20 shall be handled in accordance with Records Management
21 Section guidelines and destroyed following State approval.

- 22
23 c. Student records which are microfilmed shall be Category A
24 information, as per State Board Rules, in addition to any
25 other records specified by Student Services. A list of this
26 information can be obtained from the Records Management
27 Section

- 28
29 d. Preparation and Removal of records to Records
30 Management Section-Records Center:

- 31
32 1. Records shall be in alphabetical order and placed in
33 records storage boxes. These are supplied by the
34 Records Management Section.
35
36 2. A "Student Records Index" form FC-260-1043 shall
37 be completed for each box of records. This form
38 and instructions can be obtained from the Records
39 Management Section.
40
41 3. A "Records Inventory Sheet" form FC-260-0786
42 shall be completed for each box of records. This
43 form and instructions can be obtained from the
44 Records Management Section.
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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.

D. Principals shall make provision for the supervision and safety of all pupils on school outings. Particular attention to safety shall be given to those outings where swimming is involved. School parties and picnics shall not be conducted during the closing days of the school session. The days shall be devoted to testing and evaluation.

1 Auth: 230.22, F.S.
2 Imple: 232.25 and 231.085(f), F.S.

3
4 **6.5.2 Student Activities**

5
6 **A. Field Trips Revised 6/17/97**

7
8 Field trips are those activities involving students that are held at sites other
9 than the regular school site that occur either during or at times other than
10 the regular school day and that have been approved by the Principal,
11 Superintendent and/or School Board in accordance with the following
12 procedures.

13
14 (1) Instructional field trips must be:

- 15 (a) Approved by the principal,
16
17 (b) Directly related to performance standards of the course, and
18
19 (c) Incorporated into the sponsoring teacher's unit plans.
20

21
22 (2) Reward Field Trips

23 If a field trip is a reward for educational progress or positive
24 behavior, the field trip must be held outside of normal school hours.

25
26 (3) Only instructional field trips may be scheduled during a regular
27 school day.

28
29 (4) Field trips or parties under the sponsorship of the school will not be
30 held at water parks.

31
32 For the purposes of this Rule, the term "water parks" means any
33 commercial facility open to the public for a fee wherein a
34 substantial portion of the activities for the park relate to water
35 rides, thrill rides involving water, or other mass scale water
36 amusement activities. The term "water parks" does not mean any
37 public lakefront, nor any swimming pool or aquatic park owned or
38 operated by a county, municipality, or non-profit organization such
39 as the YMCA. However, any field trip at an aquatic facility or
40 lakefront that is otherwise permitted under this policy shall be
41 approved in advance by the Superintendent.

42
43 (5) Field Trip Procedures

44 (a) Out-of-State Field Trips
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1. Any field trip which involves out-of-state travel must be approved by the School Board in advance. At 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.

1 (c) In-State Field Trips Without Overnight Stay

2
3 The principal is directed to review all in-state field trips
4 which do not involve an overnight stay. Any field trip
5 which involves in-state travel, but does not involve an
6 overnight stay, must be approved by the principal in
7 advance. The sponsor of the field trip must provide an
8 itinerary, the educational purpose for the trip, the method of
9 transportation, the number of chaperones, and a plan for
10 sending students back to their school prior to the end of the
11 field trip.

- 12
13 (6) Only those field trips specifically described in 6.5.2A(1) and (2),
14 instructional field trips and reward field trips, are sanctioned by the
15 School District. In order for a field trip to be officially sanctioned
16 by the School District, it must be an instructional or reward field
17 trip as defined above and must be approved in accordance with the
18 requirements of this policy. Travel which is promoted by any other
19 organization or sponsor, is not related to or sanctioned by the
20 School District, and the School Board will have no responsibility,
21 control, or jurisdiction over that travel.

22
23 Auth: 230.23(8) & 230.33(10), F.S.

24
25 B. F.H.S.A.A. Membership

26 Principals of qualifying high schools within the District are authorized to
27 secure and maintain continuous membership in the Florida High School
28 Activities Association, Incorporated, a non-profit corporation for the
29 benefit of their respective high schools, and to abide by those rules and
30 regulations not inconsistent with law or Board rule.

31
32
33 C. Student Standards for Participating in Extracurricular Student Activities
34 *Revised 6/29/93*

35 Extracurricular activities are a vital part of the total school program. Such
36 activities include any after-school faculty-sponsored group such as athletic
37 teams, music groups, and special-interest organizations. *Amended 6/27/00*

- 38
39
40 (1) In general for a high school student to participate in extracurricular
41 activities, the student must maintain a 2.0 grade point average (on a
42 4.0 scale).
- 43
44 (2) In order for a high school student to participate in extracurricular
45 activities during the first grading period of the regular school year,
46 (s)he must meet all requirements of the Florida High School
47 Activities Association (FHSAA), including the earning of five (5)

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credits the preceding school year and have an overall 2.0 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.

- (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, the student must maintain a 2.0 grade point average on a 4.0 scale, for the grading period immediately preceding participation. *Amended 6/27/00*

If the student's cumulative grade point average falls below 2.0 or its equivalent in the courses required by statute for graduation after July 1, 1997, the student may execute and fulfill the requirements of an academic performance contract between the student, the school district, the appropriate governing association, and the student's parents or guardians. *Adopted 6/27/00*

For students who entered the 9th grade prior to the 1997-98 school year, if the student's grade point average falls below 2.0 or its equivalent in the courses required by statute for graduation after July 1, 1997, the student may execute and fulfill such a contract. At a minimum, the contract must require that the student attend summer school or its graded equivalent between grades 9 and 10 or grades 10 and 11, as necessary. *Adopted 6/27/00*

- (4) And individual home education student is eligible to participate at the public school to which the student would be assigned according to district school attendance area policies or which the student could choose to attend pursuant to district or interdistrict controlled open enrollment provisions. Such a student may also develop an agreement to participate at a nonpublic school, provided certain conditions previously stated above are met. *Adopted 6/27/00*

Auth. FS 232.425(2)(3)

1 (5) The student shall also be progressing satisfactorily toward
2 graduation as provided in the Pupil Progression Plan for Osceola
3 County.

4 (6) The principal or his designee may suspend a student from
5 participation in an activity for Level II - Level IV offenses as
6 outlined in the Osceola County School District Code of Student
7 Conduct.

8
9
10 (7) Those students unable to meet the criteria because of extenuating
11 circumstances may appeal to the school activities committee, a
12 standing committee whose membership shall include, but not be
13 limited to, representatives from extracurricular sponsors, classroom
14 teachers, the guidance department, administration, exceptional
15 student education, and the school advisory committee.

16
17 Auth: 230.22, F.S. Imple: 230.23 (14)

18
19 D. Athletic Insurance

20
21 The principal and coaches shall arrange for group insurance for the
22 protection of school participants in athletic events. Moreover, the principal
23 shall require, and keep on file in his office, the parent's written consent and
24 the doctor's approval for each participant. *Amended 7/23/91*

25
26 E. Student Activity Restrictions

27
28 (1) Participation by students in functions outside the county and not
29 under the sponsorship of the Florida High School Activities
30 Association shall require approval from the School Board.

31
32 (2) Eligibility for participation in extra curricular activities, including
33 athletics and cheerleading, shall be determined by School Board
34 Rules, the Florida High School Activities Association and local
35 Bylaws. (Bylaws of each group shall be subject to approval of the
36 Superintendent.) All participants shall have the approval of the
37 principal. *Amended 7/23/91*

38
39 (3) School bands may participate in civic and non-school functions with
40 the approval of the principal, provided such functions are non-
41 partisan nor political.

42
43 (4) The beginning practice date for football and other sports shall be
44 determined by the Florida High School Activities Association. The
45 procedure for students who wish to begin participating in athletic
46 competition after the first practice session shall be determined by

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the coach and principal of each school. Students shall be made aware of these dates and procedures.

a. Whenever a sport seasons ends, a student may participate in another sport without penalty. If two (2) or more sport seasons are in progress simultaneously, and a student desires to drop one sport and go to another, he shall obtain the approval of each coach concerned.

b. If a student is dismissed from a sport for disciplinary reasons, or drops out of a sport without the approval of the coach, the student may not participate in another sport until the end of the season for the sport in which he is participating. The rule may be waived upon the approval of both coaches and the principal.

(5) The school calendar shall be maintained on which all rehearsals, practices and other activities shall be recorded. All activities shall be scheduled on non-conflicting dates whenever possible. If a schedule conflict arises, the sponsors of the activities shall meet and attempt to resolve the conflict. In the event of a performance conflict, any student otherwise expected to participate in both shall be free to choose either without penalty.

(6) Participation in Band and Chorus activities outside the school day may not affect a student's grade in a Band or Chorus class at the Middle School level.

(7) Band and Chorus directors at the high school level may develop a "performing" class which shall be in addition to the regular Band and Chorus class as defined by the Florida Course Code Directory.

a. If sufficient enrollment needed to offer either a performing or non-performing course at a particular high school does not exist, a combination of Band/ Performing Band or Chorus/Performing Chorus may be offered.

b. Student performance at practice, parades, special programs and competition, etc., may be a part of the student's grade in the performing course only.

c. Students and their parents shall be apprised of the expectations of the performing course at the beginning of each semester, and enrollment in this course shall not be a requirement of any other course.

1 d. Grades for students enrolled in a combination course will be
2 based on their selection of a performing or non-performing
3 course at the time of registration.

4
5 (8) Standard school procedures, constitution and bylaws pertaining to
6 activities, sponsors and participants shall be enforced and copies of
7 said bylaws shall be filed in the Superintendent's office.

8
9 a. Constitutions and bylaws of each group shall be subject to
10 approval of the Superintendent.

11
12 b. It shall be the responsibility of the Principal to annually
13 update the files at the Superintendent's office.

14
15 Auth: 230.33, F.S. Imple: 232.25 and 231.085, F.S.

16
17 6.5.2F RANDOM DRUG AND ALCOHOL TESTING OF STUDENT
18 ATHLETES *Adopted 5/2/00*

19
20 (1) General

21
22 a. Findings and Purpose: We recognize that some students
23 in the School District of Osceola County, Florida and
24 throughout our nation are involved in the illegal use of
25 drugs and alcohol. The illegal use of drugs and alcohol
26 by student's during school hours and at other times has a
27 detrimental impact on behavior, academic performance
28 and safety. This may cause permanent physical and
29 mental harm.

30
31 Student-athletes involved in such conduct may
32 experience other harmful effects, including: Interference
33 with their athletic performance; interference with their
34 academic performance; increased risk of injuries to
35 themselves, teammates, and others; impairment of their
36 judgment; slowing of their reaction time and reflexes;
37 inability to adequately perceive pain; and reduction in
38 motivation and the level of discipline necessary to any
39 athletic program. And, because some students look up
40 to student athletes as role models, their use of illegal
41 drugs or alcohol may encourage other students to
42 engage in such behavior. For these reasons, the School
43 District has determined to initiate a testing program and
44 procedure to deter and reduce the illegal use of drugs
45 and alcohol by student-athletes. Through this program,
46 participating schools will educate student-athletes
47 concerning the problems and detrimental affects of drug

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and alcohol use, identify those student-athletes who may be using drugs and alcohol, identify the substances being used, encourage and facilitate appropriate counseling and treatment for any identified drug and alcohol dependency, and provide reasonable assurance that students wishing to participate in interscholastic athletics are medically and physically competent to do so.

b. School Board's Authority: In recognition of the fact that student participation in interscholastic athletics is extra-curricular and voluntary, and pursuant to the authority in Sections 230.22, 230.23 and 230.23005, Florida Statutes, and the opinion of the United States Supreme Court in the case of *Vernonia School District 47J vs. Acton*, 115 S. Ct. 2386 (1995), The School Board of Osceola County, Florida is authorized to adopt a policy allowing drug and alcohol testing of student-athletes as provided herein.

c. Effective Date and Scope: This is a pilot program that will become effective during the fall sports season of the 2000-2001 school year, including practice and preparation in accordance with official rules of the Florida High School Activities Association (FHSAA). The Principal of any high school within the District, after consultation with the School Advisory Council and the Superintendent, may elect to implement this policy by giving reasonable notice to the students, and their parents and guardians, affected by and subject to the provisions of this policy.

(2) Definitions: For purpose of this policy, the following terms and phrases shall be defined as follows:

a. Alcohol shall mean any beverage, mixture, or preparation, including any medications or other products, containing alcohol or ethanol.

b. Chain of custody shall mean the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.

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- c. Confirmation test, confirmed test, or confirmed drug test shall mean a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, and must be capable of providing reasonable specificity, sensitivity, and quantitative accuracy. The test will be performed by a qualified and licensed laboratory or testing company.

- d. Drugs shall mean any substance or drugs identified in Schedules I through V in Section 893.03, Florida Statutes, as it may be amended, and shall include, without limitation, cannabinoids (marijuana), amphetamines, alcohol, cocaine, opiates, and phencyclidine (PCP).

- e. Drug test, alcohol test, or test, shall mean any chemical, biological, or physical instrumental analysis administered by either school personnel or the Principal, for the purpose of determining the presence or absence of alcohol, a drug or its metabolite.

- f. Initial drug test or initial alcohol test shall mean a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using a method that has a reasonable degree of acceptance in the scientific community.

- g. Medical review officer or (MRO) shall mean a licensed physician who has agreed to provide services to the School for the purpose of reviewing drug test results and communicating with the student-athlete and their parent(s) concerning any positive drug test result as more specifically described herein.

- h. Prescription medication shall mean a drug or medication obtained pursuant to a prescription as defined by §893.02, Florida Statutes, whereas non-prescription medication means medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human disease, ailments or injuries.

- i. Counseling Session shall mean one (1) normal drug and alcohol counseling session provided by the School Board with the School Board's designated counselor. If this session is missed on the part of the student-athlete,

1 such student-athlete's suspension shall continue until
2 such counseling session has been attended.

3
4 j. Specimen shall mean tissue, hair, or a product of the
5 human body, such as urine or breath, capable of
6 revealing the presence of drugs or their metabolites, as
7 approved by the United States Food and Drug
8 Administration or the Agency for Health Care
9 Administration.

10
11 k. Student-athletes shall mean any student enrolled in the
12 School District of Osceola County, Florida, and who is
13 participating in or applying for participation in any
14 interscholastic athletic program, including practices and
15 games or contests, under the control and jurisdiction of
16 the School District of Osceola County, Florida. It is the
17 intention of the School Board that all students who are
18 participating in activities that are deemed to be
19 interscholastic athletic activities or interscholastic sports
20 as defined by the applicable rules of the Florida High
21 School Activities Association (FHSAA) shall be covered
22 under this policy for random drug and alcohol testing.

23
24 (3) General Prohibitions and Penalties:

25
26 a. Standard of Conduct for Student-Athletes: The use or
27 possession of a drug or alcohol as defined herein, by a
28 student-athlete at any time is both illegal and detrimental
29 to that student-athlete's ability to participate in
30 interscholastic athletics and is hereby prohibited. Any
31 student-athlete determined to be in violation of this
32 policy is subject to disciplinary action related to his or
33 her participating in interscholastic athletics and will be
34 suspended from participation as provided in this policy.

35
36 b. Student Code of Conduct: Nothing contained in this
37 drug or alcohol testing policy for student-athletes shall
38 be construed to limit or preempt the application and
39 enforcement of the Student Code of Conduct, including
40 all of its provisions pertaining to drugs and alcohol.

41
42 c. Positive Test Results: A drug test or alcohol test
43 administered pursuant to this policy will be deemed to
44 have rendered a positive result indicating the presence of
45 a drug if the quantity, as determined by an initial drug
46 test followed by a confirmation analysis of the remaining
47 portion, is equal to or greater than the levels which have

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been established by the National Institute of Drug Abuse or the protocols and procedures established by the laboratory or other company that has performed the confirmation analysis. Each high school that elects to implement this policy shall have the discretion to determine which drugs will be subject to the drug test. It is understood that the number of items being tested for will increase the expense or vary the cost of the testing and the schools shall have the discretion to implement testing for any or all of the following items: Alcohol; Amphetamines; Cannabinoids; Cocaine; Ethanol; Opiates; Phencyclidine PCP; or any other drug or substance that is illegal for students to possess and/or ingest on school property or at a school function.

d. Penalties: For any student-athlete whose drug test administered pursuant to this policy renders a positive test result or who otherwise violates this policy, the following consequences shall apply:

1. Random Test: The student-athlete shall be suspended from participation in 10% of the interscholastic athletic competitions (games or contests, but not including practices) of the total number of games or competitions in the regular season. In the event the season ends before 10% of the games or competitions are missed by virtue of the suspension, such suspension shall be carried forward into the next school year in the event the student participates in the particular athletic program. Additionally, the student will be referred to a school district drug and alcohol counselor. As a condition of being reinstated to the team, the student-athlete shall be required to attend at least three meetings with the approved drug and alcohol counselor and also attend such further counseling as the counselor or school Principal may direct. Further, the student athlete will be subject to recurring drug tests or alcohol tests at times that will not be previously disclosed to the student athlete to deter him or her from committing a subsequent violation of this policy throughout the remainder of the time that he or she participates in an interscholastic athletic activity as defined by FHSAA policy or rule and is

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enrolled in the School District of Osceola County.

- 2. Second Offense or Second Positive Drug Test Results: Upon a determination that a student-athlete is guilty of a second violation of this policy or has a second positive drug test result, the student-athlete shall be prohibited from participation in all interscholastic athletics for the remainder of the season and one full calendar year following the end of the athletic season during which the second offense or second positive drug test occurs. For example if a volleyball player has a second positive drug test during the volleyball season, he or she would be prohibited from participating for the remainder of the volleyball season and prohibited from participating in all interscholastic athletics (including practices) for one full calendar year thereafter. In addition, the student-athlete must attend counseling sessions with a school district counselor (preferably a drug and alcohol counselor) as the school Principal directs.

(4) Drug Testing Procedures:

- a. Consent: Each student-athlete and his or her parent(s) are required to sign a written consent for drug testing form, attached as Exhibit A prior to being allowed to participate or continue to participate in interscholastic athletics. All random drug testing and random alcohol testing done throughout the course of the school year will be paid for by the school. Any refusal by the student-athlete to be tested shall constitute a violation of this policy and shall be grounds to deny eligibility from participation or removal from interscholastic athletics.
- b. Medication: Student-athletes who have been selected for drug testing or alcohol testing and who are or have been taking prescription or nonprescription medication should disclose that fact at the time of such testing and upon request provide verification. This may be done by either a copy of the prescription or by the physician's written authorization.
- c. Selection Process: Drug testing or alcohol testing of student-athletes shall occur at various times throughout

1 the school year on a team and/or individual basis. Any
2 and all student-athletes participating in interscholastic
3 sports may be required to undergo drug testing or
4 alcohol testing on a random selection or "no reason"
5 basis. Individuals may only be selected using a
6 numerical selection process where each student-athlete's
7 name and identity remains unknown until the random
8 selections are completed. Selections pursuant to this
9 process shall be deemed "random" for purposes of this
10 policy and will be satisfactory. The times for the drug
11 testing or alcohol testing will be determined by the
12 athletic director at the high school. The random
13 selection will occur throughout the fall, winter, and
14 spring sports seasons. Retesting of student-athletes
15 following a first offense or first positive drug test result
16 shall occur as set forth in this policy.

17
18 d. Specimen Collection Procedures: Those student-
19 athletes who are selected for drug testing or alcohol
20 testing will report to the area designated for testing
21 immediately, and produce a specimen under the
22 supervision of the athletic trainer and athletic coach in a
23 manner that will minimize intrusiveness and
24 embarrassment to the student-athlete while also insuring
25 that there is no tampering with the specimen by the
26 student-athlete. Each specimen container will be
27 checked for appropriate temperatures and for any signs
28 of tampering and will be sealed and labeled with a
29 number or other means of identification which does not
30 disclose the student-athlete's name. Efforts will be made
31 to limit knowledge of the student being tested to the
32 trainer, coach and other school officials involved in this
33 process.

34
35 e. Sample Analysis Procedures: The sealed specimen
36 container will be immediately handed over to the athletic
37 trainer to administer the drug test or alcohol test in
38 confidence with the student-athlete. If that initial
39 analysis renders a negative result then no further analysis
40 will be conducted. If the initial analysis of the alcohol
41 test renders a positive result, the MRO will be notified
42 immediately and the same procedures which follow for a
43 positive confirmation drug test will be implemented. If
44 the initial analysis of the test renders a positive result,
45 then a second analysis of the remaining portion of the
46 specimen will be conducted for confirmation of the
47 positive drug test result at the approved School Board

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laboratory, which shall be a licensed testing facility. If a second analysis is necessary, the initial specimen will be sealed, identified by student identification number, and delivered to the laboratory for testing. If such confirmation analysis renders a negative result, then the drug test will be deemed negative and no further analysis or action will be taken. If the confirmation analysis renders a positive result, then the drug test result will be deemed positive and a report of such result will be delivered to the MRO bearing only a number to identify the student-athlete without the student-athlete's name appearing on that report.

- f. MRO Procedure: The MRO will receive all reports of positive drug test or alcohol test results and will be supplied with information to determine the correct name of the student-athlete whose identifying number appears on each positive test result report. Prior to verifying a positive drug test or alcohol test result, the MRO shall contact the student-athlete whose name coincides with the identifying number on the positive drug test or alcohol test report and that student-athlete's parent(s) to afford them the opportunity to confidentially discuss the test result with the MRO and provide the MRO with the student-athlete's medical history and any other relevant biomedical information that would assist the MRO in determining whether he or she should verify the drug test or alcohol test result as positive or deem that result to be negative. If the MRO determines that the test result should be deemed negative, then no further action shall be taken and the student-athlete's test result along with all other previous negative test results will be reported to the school Principal or his or her designee as a negative result. If the MRO verifies that a positive drug test or alcohol test result as reported by the laboratory is indeed positive, then the MRO shall submit that positive drug test or alcohol test result to the student-athlete's school Principal or his or her designee identifying that student-athlete by name so that the appropriate disciplinary action can be taken pursuant to this policy.

Retesting of student-athletes who are on probation because of a previous positive drug test or other violation of this policy shall be processed in the manner described above.

1 (5) Appeal Procedures: The student-athlete and his or her
2 parent(s) have the right to discuss that student-athlete
3 confirmed positive drug test or alcohol test result with the
4 MRO. Additionally, a student-athlete whose test result has
5 been verified as positive and forwarded by the MRO to the
6 school Principal for the imposition of discipline or a student-
7 athlete facing disciplinary actions provided herein as a result of
8 any alleged violations of this policy, shall be entitled to
9 procedural due process as follows:

10
11 a. Notice: The Principal shall notify the student-athlete
12 and his or her parent(s) that the student-athlete positive
13 drug test or alcohol test result has been verified by the
14 MRO or that the student-athlete has otherwise violated
15 this policy, describe the disciplinary action to be taken
16 and advise the student-athlete and his or her parent(s) of
17 their right to schedule a due process hearing.

18
19 b. Hearing: If requested by the student-athlete or his or
20 her parent(s), the Principal shall conduct a hearing
21 within a reasonable period of time following notification
22 to the student-athlete and parent(s) of the notice
23 described in paragraph 5.1 above.

24
25 The hearing shall be informal and conducted with the
26 same level and types of procedures as afforded by the
27 Principal in a suspension hearing. The Principal shall
28 render a decision and provide the student-athlete and
29 parent(s) with a written record of that decision at the
30 hearing or within three (3) days of the hearing. The
31 Principal's decision shall be final and shall not be subject
32 to any further administrative appeal.

33
34 6.6 MISCELLANEOUS

35
36 6.6.1 Safety on School Grounds

37 A. Every member of the staff is responsible for the safety of pupils while on
38 the school grounds. The principal shall eliminate all hazards on school
39 grounds insofar as possible.

40
41 B. Teachers shall be assigned to supervise pupils on the school grounds before
42 and after classroom instruction. Principals shall see that all activities are
43 properly supervised and that all precautions are taken by teachers and
44 pupils. Insofar as is practical, there shall be a teacher or properly
45 instructed aide responsible for supervising pupils as they board and unload
46 from buses at the school site. The person shall be on alert for any safety
47

1 hazard, and shall attempt to maintain orderly procedures on the part of the
2 pupils.

3
4 C. The parents of a seriously injured student shall be notified immediately, and
5 the student shall be taken to the doctor or the hospital indicated on the
6 emergency procedure card as quickly as possible. Transportation will be
7 based upon the best judgment of the school principal. The Superintendent
8 shall be notified as to the nature of the accident and steps taken to assist
9 the child and the parents.

10
11 D. The School Board directs that a sign containing the following language be
12 placed at each educational facility:

13
14 “The school has formal supervisory responsibility for a
15 student during the time the student is being transported to
16 or from the school at public expense; during the time the
17 student is attending school; during the time the student is
18 on the school premises, participating with authorization in a
19 school sponsored activity; and, during a reasonable time
20 before and after a student is on the school premises for
21 attendance at a school or authorized participation in a
22 school sponsored activity, and only when on the premises.
23 It is presumed that a “reasonable time” means thirty minutes
24 before or after the activity is scheduled or actually begins or
25 ends. Casual or incidental contact between School District
26 personnel and students on school property will not result in
27 a legal duty to supervise. The school’s duty of supervision
28 does not extend to anyone other than students attending
29 school and students authorized to participate in school
30 sponsored activities.” *Adopted 9/17/96*

31
32 Auth: 230.22, F.S.

33 Imple: 232.25 and 402.32(5), F.S.

34
35 6.6.2 Open Lunch at High Schools *Revised 6/17/97*

36
37 All students who comply with the following guidelines may be free to leave the
38 school campus during the lunch period, provided that:

39
40 A. The students must be members of the senior or junior class subject to the
41 following conditions:

42
43 (1) All seniors.

44
45 (2) Juniors who have reached the age of sixteen (16) and who maintain
46 a 3.0 GPA.

47

- 1 B. The principal has given permission.
2
3 C. A notarized permission slip on a form approved by the School Board has
4 been signed by the parent, relieving the school of responsibility.
5
6 D. Students granted this privilege shall not be party to transporting students
7 who are not eligible to be off the school premises.
8
9 E. This privilege is subject to review on a student by student basis at the end
10 of each semester.

11 The open lunch privilege may be revoked for abuse of the privilege.
12

13 Auth: 232.25 & 231.41, F.S.
14

15
16 6.6.3 Pupil Insurance

17
18 A. Contracts

- 19
20 (1) The School Board shall arrange to make available to parents some
21 plan of pupil group insurance to protect students enroute to and
22 from the school and during the school day.
23
24 (2) Rules affording insurance coverage with respect to injuries
25 sustained by students as a result of accidents are private contracts
26 between the insurance company and the respective parents. The
27 School Board shall have no obligation for placing the insurance,
28 collection and delivery of insurance premiums, or enforcement of
29 the terms of the rule.

30
31 B. Solicitation

- 32
33 (1) Insurance companies which have, prior to the first day of the school
34 year, obtained the permission of the Superintendent, may deliver to
35 the schools for delivery by students to their parents, all materials
36 needed for the sale of policies and the collection of premiums.
37
38 (2) Salesmen must be cleared through the principal's office before
39 contacting any employee.

40
41 C. Contact Sports Insurance

42 A student shall provide written proof of accident insurance coverage to the
43 principal before being allowed to try out, practice or participate in a
44 contact sport.
45
46

1 6.6.4 Public Visitation

- 2
- 3 A. An individual or group desiring to tour a school shall receive permission
- 4 from the Superintendent or the school principal.
- 5
- 6 B. Members of the public wishing to contact pupils during the school day shall
- 7 receive permission to do so from the principal. The principal should grant
- 8 permission only under extreme circumstances and then only if contact
- 9 cannot be made before or after the school day.
- 10
- 11 C. Non-enrolled students will not be allowed to visit teachers or classes during
- 12 the school day unless they are participating in a career day or presenting a
- 13 classroom activity. Clearance shall be made by that teacher or sponsor
- 14 with the principal prior to the school visit.
- 15

16 6.6.5 Loitering

17

18 Loitering on school premises during school hours by a person not a student in the

19 school or an employee of the Board shall not be tolerated. When it occurs, the

20 police or sheriff's department shall be notified.

21

- 22 A. School pictures may be offered as an optional service to parents. The
- 23 principal shall enter into a contract with a vendor on a yearly basis. Every
- 24 effort should be made to secure proposals from various vendors for the
- 25 service. The award of the contract shall be made based upon the cost of
- 26 the packet to students, quality of services offered and terms of the contract
- 27 which address vendor's obligations to the school. Pictures may be handled
- 28 on pre-pay, proof or standard procedure by mutual agreement between the
- 29 principal and the photographer. *Amended 6/29/93*
- 30
- 31 B. The assignment of school personnel to facilitate the picture taking process
- 32 shall be limited to the supervision of students.
- 33
- 34 C. The vendor shall furnish notices to be sent home by the students to inform
- 35 parents when pictures shall be taken. Such notices shall be received by the
- 36 school five days before pictures are to be taken.
- 37
- 38 D. The vendor must have a local Florida representative who is licensed to do
- 39 business in Osceola County. An address and telephone number where
- 40 contact can be made with the photographer is required.
- 41
- 42 E. Each school shall receive the following services without charge:
- 43
- 44 (1) A gummed-back picture not less than 1" x 1 1/2" for school records
- 45 shall be furnished on all students photographed.
- 46

- 1 (2) For Annualette or yearbook purposes, each school shall be
2 provided with one 1 3/4" x 2 1/2" Black and White glossy print
3 picture of each student and teacher and twenty 5" x 7" Black &
4 White Activity pictures. (Club groups, etc.) These pictures shall be
5 taken on the same dates as the regular school day pictures or at a
6 time mutually agreed upon by the Photographer and Principal. This
7 service may be omitted if permission to omit is obtained by the
8 school principal.

9
10 6.6.7 Employment and Age Certificates Revised 6/17/97

11 The principal, upon request of a student or parent, shall issue verification of the
12 date of birth of a student on an approved form for usage by a prospective
13 employer.
14

15 Auth: 230.22, F.S.

16 Imple: SBR 6A-1.97, 232.07 and 232.08, F.S.

17
18
19 6.6.8 Minimum Age Exception

20 The minimum age of sixteen (16) years for School Board employees shall be
21 waived in the case of a work-study or similar program.
22

23 Auth: 230.22, F.S.

24 Imple: SBR 6A-2.97 and 6A-6.70, 232.07 and 233.068, F.S.

25
26
27 6.6.9 Leaving School Grounds

28 A. A principal shall not permit a pupil to leave in the custody of a person other
29 than the child's parents or legal guardian unless that person has verified
30 authorization of one of the parents or legal guardian.
31

32 B. Pupils shall be required to remain on the school grounds from the morning
33 bell until dismissal in the afternoon unless prior approval of the school
34 principal has been given.
35

36 C. The Superintendent or his designee may release pupils to properly
37 identified officers of the law or employees of the Department of Health and
38 Rehabilitative Services when circumstances regulate it. Proper
39 documentation must be presented prior to release.
40

41 Auth: 230.22, F.S.

42 Imple: 232.25, F.S.
43
44

1 6.7 DROP OUT PREVENTION COMPREHENSIVE PLAN (PROGRAMS)

2
3 The Board may adopt policies regarding placement of students in Alternative
4 Education Programs designed to meet the needs of students who are disruptive,
5 disinterested, or unsuccessful in the school environment.

6
7 Examples of such programs may include:

- 8
9 A. Preventive programs such as the ALPHA Program whose purpose it is to
10 prevent the development of severe maladaptive behavior problems.
11
12 B. In-School Suspension Programs.
13
14 C. Other programs as recommended by the Superintendent to the School
15 Board.

16
17 Criteria for Eligibility - Students will be eligible for alternative education programs
18 according to the guidelines set forth in State Board Rules 6A-1.994(2).

19
20 The Superintendent shall delineate procedures for eligibility, maintenance of
21 records, and evaluation of Alternative Programs.

22
23 6.8 PLEDGE OF ALLEGIANCE

24
25 The Pledge of Allegiance to the flag shall be recited at the beginning of the day
26 when students are present. Exemption from participation may be provided a
27 student upon written request of the parent or guardian.

28
29 6.9 DRIVER'S LICENSE *Adopted 7/23/91. Substitute Adopted 9/7/99*

- 30
31 A. Students who reach their fourteenth (14th) birthday during the current
32 school year and have not reached their eighteenth (18th) birthday and who
33 have accumulated fifteen (15) or more unexcused absences within a rolling
34 ninety (90) calendar day period will be reported to the Department of
35 Highway Safety and Motor Vehicles for the possible suspension of their
36 driving privilege.
37
38 B. Students who have had their licenses suspended may request a hardship
39 hearing before the School Board within fifteen (15) calendar days after the
40 date of receipt of notice of intent to suspend. A District Review
41 Committee shall meet within thirty (30) days of the receipt of the written
42 request for such hearing. In the event the District Review Committee
43 rejects the waiver request, the student may appeal to the School Board.
44 The decision of the School Board will be final.
45
46 C. Students who have their driving privileges suspended may submit to the
47 Department of Highway Safety and Motor Vehicles written verification of

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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**

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7.1 PHILOSOPHY *Amended 7/2/96*

The School Board finds and declares that:

- A. The development of self-discipline and self-direction is an educational goal toward which disciplinary procedures must contribute. Discipline provides experiences and establishes procedures which make the students responsible for keeping themselves in order. Disciplinary action is the corrective measure used when a breach of discipline has occurred.

- B. The key to both student and teacher morale lies in how successfully the rules on discipline are applied and how this is reflected in school order. Educators, students, and parents must feel that, whatever rules are followed, they are not only uniform for all, but are just and fair. Disciplinary action, where imposed, should be as rational, non-arbitrary, and judicious as possible. It should encourage free discussion and setting of standards through the participation of students. The dignity and worth of the individual should always be respected and, because of this, disciplinary action should be free from harsh, abusive, and vindictive forms of punishment. Also, the student should never be subjected to sarcasm, public ridicule, or intimidation. Disciplinary action cannot be effective if its purpose is merely to demonstrate the superior authority of the teacher or administrator. The best results will be derived from cordial and realistic teacher-pupil relationships which are reinforced by firm and just policies administered at all levels.

- C. These policies are not made with the intention of creating coercive or punitive powers. The intent is simply to help maintain discipline in the school setting. Amended 6/28/94

- D. The teacher is the essential element in proper discipline within the schools. There are certain aspects of classroom management which must be left to the discretion and good judgment of the individual teacher, especially the instances regarding talking, movement of students in the room, and other activities which might be perfectly acceptable in one classroom situation and inappropriate in another.

Auth: 230.22, F.S.
Imple: 230.23 (6) (c) and 232.27, F.S.

1 7.2 GENERAL POINTS OF EMPHASIS

2
3 7.2.1 Designated Responsibility

- 4
5 A. Employees of the Osceola County School Board shall make a concerted
6 effort to prevent or correct common discipline problems found in the
7 District schools. All people involved with the handling of discipline shall
8 take a firm stand and insist that students behave in such a manner that the
9 school environment is conducive to good education for all individuals.
10 *Amended 7/21/98*
- 11
12 B. Teachers are expected to assist in correcting discipline problems as they
13 might occur on the school grounds.
- 14
15 C. Each year the School Board shall distribute a copy of the Code of Student
16 Conduct to students and teachers. The code, which is based upon the
17 School Board's rules governing student conduct and discipline, shall also be
18 available to parents at the beginning of the year. The code shall be
19 discussed at the beginning of every school year in the appropriate venue
20 determined by the principal. *Amended 6/29/93*
- 21
22 D. A committee composed of teachers, principals, and community
23 representatives will make a periodic review of the Code of Conduct.
- 24
25 E. Employees of the Osceola County School Board shall make a concerted
26 effort to provide written and oral communication in the parents' primary
27 language or other mode of communication commonly used by the parents,
28 unless clearly not feasible, for current and former limited English-proficient
29 students in situations involving the handling of discipline. *Adopted 6/27/00*

30
31 Auth: 230.22, F.S.

32 Imple: 232.25, F.S.; SBR 6A-0908(2)

33
34 7.2.2 Classroom Management

35
36 Minor offenses, insofar as is possible, shall be handled at the teacher level. Those
37 things, which are against classroom regulations, shall be made clear at the
38 beginning of the school year, reiterated from time to time, and enforced
39 continuously. Only in case of chronic disobedience to these rules shall the
40 individual be referred to an administrator. Before any referral is made, the teacher
41 shall first use whatever corrective measures are available, including the contact of
42 parents or guardians. The teacher shall immediately inform the administrator of
43 any contact with parents, which might require his involvement in the situation.

44
45 Auth: 230.22, F.S. Imple: 232.27, F.S.

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7.2.3 Records *Amended 7/2/96 & 7/21/98*

- A. Disciplinary records shall be maintained separately from a pupil's permanent record in a place designated by the principal. Disciplinary records of pupils who have not committed major offenses (Level IV, Student Code of Conduct) may be destroyed when the pupil is promoted from the elementary to middle school or from middle to high school.
- B. Disciplinary records of pupils who have committed major offenses (Level IV, Student Code of Conduct) shall be maintained at the school site for a period of three years in accordance with the District's records retention policy.
- C. Disciplinary records of a pupil who transfers from one school in the District to another school in the District shall be forwarded to the receiving school with the pupil's permanent folder and shall be maintained in accordance with item A above.
- D. Pupils who are transferring to another school in a different district and who have committed major offenses (Level IV, Student Code of Conduct) shall have a copy of their disciplinary folder forwarded to the receiving school with their permanent records. The original discipline folder shall be maintained by the sending school in accordance with item B above.
- E. Records shall be made available for parental inspection upon request in the same manner as permanent records.
- F. Letters of expulsion shall be filed in the student's cumulative folder. No other items relative to discipline shall be filed in the permanent record.

Auth: 230.22, F.S. Imple: 230.23 (11), 232.23 and 231.085 (3), F.S.

7.2.4 Authority of Classroom Teachers

Each teacher may offer directive guidance to a pupil through informal counseling sessions, may invite the pupil's parent or guardian to participate in informal counseling sessions or otherwise to confer with the teacher, and may detain a pupil before or after school hours up to one (1) hour per day, provided that the parent or guardian shall have advance notification of such detention. It shall be the student's responsibility to notify the parent of the detention and the parent responsibility to arrange for adequate transportation to and from home. *Amended 6/29/93*

When a discipline problem disrupts the entire class and makes the learning process ineffectual, the students involved shall be removed from the class, upon approval

1 of the principal, in order to allow for the restoration of order and the continuation
2 of teaching. Parents shall be notified that the student is temporarily removed from
3 the class or all classes for more than one day, until the school has the assurance of
4 the student and his parents that his behavior will improve. Temporary removal
5 shall not exceed ten (10) days. This class period shall be spent in a well-supervised
6 study room within the school building or in an In-School Suspension setting. If the
7 nature of the problem warrants it, other disciplinary action may be taken in
8 accordance with the Code of Student Conduct. *Amended 7/21/98*

9
10 Teachers shall not refuse to serve a student scheduled to their class nor have the
11 authority to bar a student from their class except as provided in Florida Statutes.
12 *Amended 6/17/97*

13
14 Auth: 230.22, F.S. Imple: 232.27, 232.25, and 231.09 (3), F.S.

15 16 7.2.5 Authority of School Bus Drivers

17
18 The principal shall delegate to the school bus driver such authority as may be
19 necessary for the control of pupils being transported to and from school, or school
20 functions, at public expense.

21
22 Any pupil who persists in disorderly conduct on a school bus shall be reported to
23 the principal by the driver of the bus. After investigating the degree and severity of
24 the student's misconduct, the principal of the school the student attends may
25 administer disciplinary consequences at the school level, up to and including
26 suspension from transportation to and from school and school functions at public
27 expense in accordance with section 7.3.1D, out-of-school suspension, and/or
28 recommendation for expulsion. *Amended 6/29/93, 7/2/96 & 7/21/98*

29
30 The school bus driver shall preserve order and good behavior on the part of all
31 pupils being transported, but he shall not suspend the transportation of or give
32 physical punishment to any pupil, or put any pupil off the bus at other than the
33 regular stop for that pupil, except by order of the parent or the principal in charge
34 of the school the pupil attends; provided, that should an emergency develop due to
35 the conduct of pupils on the bus, the bus driver may take such steps as are
36 reasonably necessary to protect the pupils on the bus.

37
38 Auth: 230.22, F.S. Imple: 232.28, F.S., and SBE Regulation 6A-3.17(1)(d) 2

39 40 7.2.6 Authority of School Principal

41
42 The principal shall be responsible for the provision of pupil guidance and
43 counseling, including parent conferences, and also for the supervision of detention
44 procedures when such are deemed necessary by instructional personnel.
45

1 The principal shall have the authority to administer corporal punishment in
2 accordance with Board Rule 7.4 and shall have the authority to suspend a student
3 from any or all classes and assign the student to a well-supervised study room
4 within the school. "In-school suspension" shall be limited to ten (10) days for any
5 one (1) infraction or instance of misbehavior. The principal also has the authority
6 to require students, as a disciplinary measure, to perform custodial services on
7 buildings or grounds. These activities shall not pose a potential source of harm to
8 the student. Such activity is specifically exempt from the provisions of the Child
9 Labor Laws in Chapter 450, Florida Statutes. *Amended 6/29/93 & 6/28/94*

10
11 If suspension of a student becomes necessary, an initial effort shall be made to
12 contact the parents and inform them of the problem before the student is
13 suspended. The procedure for suspension of students is set forth in Board Rule
14 7.5.1.

15
16 The Principal or his designated representative may recommend to the
17 Superintendent the expulsion of any student who has committed a serious breach
18 of conduct, including, but not limited to, willful disobedience, open defiance of
19 authority of a member of his staff, violence against persons or property, or any
20 other act which substantially disrupts the orderly conduct of school. Any
21 recommendation of expulsion shall include a detailed report by the principal or his
22 designated representative on the alternative measures taken prior to the
23 recommendation of expulsion. The procedure of expulsion of students is set forth
24 in Board Rule 7.5.3.

25
26 The Principal shall notify the appropriate school personnel of students who have
27 committed serious off-campus crimes as specified in State Statutes.
28 *Adopted 7/2/96*

29
30 The Principal or his designated representative shall include an analysis of
31 suspensions and expulsions in the annual report of school progress.

32
33 Auth: 230.22, F.S.
34 Imple: 231.085 and 232.26, F.S.

35
36 **7.2.7 Standard for Student Search, Motor Vehicle Search, and Search of Student Locker**
37 **or other Storage Area** *Adopted 1/18/94, Amended 6/15/99*

38
39 A. Florida law provides relaxed standards of search and seizure under the state
40 constitution with respect to searches of students' effects by school officials.
41 This relaxed standard of search is owing to the special relationship between
42 students and school officials and, to a limited degree, the school officials'
43 standing in loco parentis to students. Accordingly, it is the purpose of this
44 policy to provide procedures by which school officials may search the
45 students' effects within the bounds of Florida Law.

1
2 All Board parking areas and lockers are the property of the school system.
3 School authorities have the right to inspect any student parked vehicle
4 and/or lockers in order to protect the health, safety and welfare of students.
5 Each student who uses Board property to park a vehicle or uses a school
6 locker must sign the Board's Student Parking and/or Student Locker
7 Application and Consent to Search and Waiver of Liability form
8 acknowledging and agreeing to the conditions as a prerequisite to, and in
9 consideration for, the issuance of a student parking decal and/or a student
10 locker that the locker is school property and may be opened by school
11 authorities at any time without consent and without the student's
12 knowledge or presence.
13

14 B. Search of Student Lockers, Motor Vehicles or other Storage Areas

- 15
16 (1) A principal, if he has reasonable suspicion that a prohibited or
17 illegally possessed substance or object is contained within a
18 student's locker or other storage area, may search the locker or
19 storage area. The term "storage area" as used in this policy shall
20 include bags, purses, backpacks, knapsacks, briefcases, satchels,
21 and any other item or receptacle of any kind whatsoever within
22 which an object or item may be concealed, contained or carried.
23 Routine locker clean-ups are not considered searches.
24
25 (2) The principal, if he has reasonable suspicion that a prohibited or
26 illegally possessed substance or object is contained within a motor
27 vehicle (including a motorcycle, moped or automobile) that is
28 parked on School Board property and which vehicle was driven on
29 to the property by a student enrolled in any school in the District,
30 may search the motor vehicle. Provided, that the student will first
31 be requested to unlock the motor vehicle so as to prevent damage
32 from occurring to the motor vehicle prior to the conduct of the
33 search. If the student refuses to voluntarily unlock the vehicle and
34 permit the search, the school officials may forcibly enter the vehicle
35 only if there is an emergency involving a substantial health, safety
36 or welfare interest of a student. Absent an emergency situation, any
37 student who fails to voluntarily unlock the vehicle shall be subject
38 to discipline, including expulsion from school for gross defiance of
39 a direct and authorized order issued by a school official. The Code
40 of Student Conduct shall be deemed amended to include as a level
41 IV offense for gross defiance of a school official's order to unlock a
42 vehicle for the purpose of permitting a reasonable suspicion search
43 of the vehicle on school property for illegal substances or other
44 contraband. Additionally, the law enforcement agency with

1 jurisdiction shall be contacted and notified of the circumstances and
2 the refusal of the student to voluntarily permit the search.
3

4 C. A principal, having reasonable suspicion that a prohibited or illegally
5 possessed substance or object is contained on or about the person of a
6 student, may search the student. Principal shall take the following action,
7 as reasonably appropriate under the circumstances, to do the following:
8

9 (1) The student search shall be conducted in a private area where other
10 students and unnecessary employees will not observe the search.
11 Reasonable precautions, appropriate to the circumstances, shall be
12 taken such that the dignity of the student is preserved.
13

14 (2) The student will be given a reasonable opportunity to voluntarily
15 reveal and display the contents on or about the person of the
16 student before the search is initiated, unless such opportunity would
17 be unreasonable under the circumstances.
18

19 (3) The safety and security of the students, employees of the School
20 District and the integrity of the educational program are the
21 paramount objectives of the school system. Accordingly, school
22 officials are authorized to take such action as is reasonably
23 necessary to preserve such safety and security.
24

25 D. A notice (or notices) shall be posted in each school in Osceola County, in a
26 place obvious and readily seen by students. Said notice (or notices) shall
27 state the following:
28

29 A student's locker, or other storage area, and motor vehicle are subject to
30 search, upon reasonable suspicion, for prohibited or illegally possessed
31 substances or objects.
32

33 E. This policy shall not be construed to prohibit the use of metal detectors or
34 specially trained animals, including the use of drug and gunpowder sniffing
35 K-9 dogs, in the course of a reasonable suspicion search authorized
36 hereunder, nor to prohibit the use of such in random or fixed-entry
37 stationary searches as permitted by Florida and federal law.
38

39 7.3 BOARD RULE ON OFFENSES - STUDENT CODE OF CONDUCT
40

41 7.3.1 In order that justice may be handled with mercy and understanding, the discretion
42 of interpretation is in all instances left to the individual teacher, dean, assistant
43 principal, principal, or other administrator to modify corrective measures
44 suggested whenever extenuating circumstances seem to be present.
45

1 It is beyond the scope of the Code of Student Conduct to identify all potentially
2 relevant state laws, rules, or regulations and School Board policies that may apply
3 to a specific disciplinary case. Therefore, the Code of Student Conduct is not an
4 exhaustive representation of every possible example of inappropriate behavior for
5 which a student may receive a disciplinary consequence. However, it does
6 represent a good faith effort to address the more frequently observed behaviors of
7 students generally. *Adopted 6/15/99*

8
9 The Code of Student Conduct identifies prohibited student conduct and lists a
10 range of consequences which may be imposed for each infraction. When assigning
11 consequences for misconduct, the Principal or designee shall give consideration to
12 factors such as the nature of the infraction, the student's past disciplinary record,
13 the student's attitude, the student's age and grade level, and the severity of the
14 problem as it exists in that particular school. The degree and severity of the
15 problem may justify classifying the offense at a higher level than is indicated by the
16 example. *Adopted 7/2/96 Amended 6/15/99*

17
18 The use of words, such as battery and arson, are not meant to be considered
19 equivalent to or to carry the same standards and consequences as the same words
20 which are defined in the criminal context in the Florida Statutes. The School
21 Board retains the flexibility and right to attach definitions found in this Board Rule
22 to such words without attaching any criminal standards set by the courts or
23 legislature. *Adopted 6/15/99*

24
25 A. DEFINITIONS OF TERMS *Adopted 6/15/99*

26
27 Definitions of terms and/or student conduct which are considered to be
28 violations of the Code of Student Conduct are described in this section of
29 the handbook. When a student has committed an infraction, the
30 misbehavior is to be classified according to the definition which best
31 describes it.

- 32
33 (1) Aggravated Assault Violation - The act of verbally assaulting
34 another person by implying harm with a deadly weapon without the
35 intent to kill the other person or with intent to commit an act which
36 would constitute a felony as set forth in Florida Statutes.
- 37
38 (2) Arson Violation - The act of intentionally or willfully igniting a fire,
39 damaging, or attempting to damage, any real or personal property
40 by fire or incendiary device, but does not include the act of lighting
41 a match alone. *Amended 6/27/00*
- 42
43 (3) Assault Violation - The act of making an intentional, unlawful
44 threat, by word or act, to do violence to another person coupled

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with an apparent ability to do so, and then doing some act that creates a well-founded fear in that person that violence is imminent.

- (4) Battery Violation - The act of physically attacking another person without provocation and is serious enough to warrant calling the police and the actor intended to cause, or does cause, bodily harm to another person.
- (5) Bomb Threat Violation - The act of intentionally making a report to any person, including school personnel, concerning the placement of, creation of, or discussion of any bomb, dynamite, explosive or arson causing devices.
- (6) Burglary/Breaking and Entering Violation - The act of unlawfully entering into a building or other structure or vehicle, without permission, with the intent to commit a crime.
- (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

1 District or the safety and welfare of other students or employees at
2 school or at any school sponsored activity.

- 3
4 (13) Distribution of Over the Counter Prescription Medication Violation
5 - The act of distributing any substance which requires a physician
6 prescription or is an over-the-counter medication.
7
- 8 (14) Dress Code Violation - The act of failing to comply with the
9 established dress code policy.
10
- 11 (15) Drugs/Alcohol Violation - The act of storing, possessing, selling,
12 purchasing, distributing, using, or being under the influence of any
13 alcoholic beverage, or any substance defined as a controlled
14 substance under Chapter 8983 of the Florida Statutes, including,
15 but not limited to, marijuana, hallucinogens, inhalants, as well as
16 any substance which requires a physician's prescription, or any
17 over-the-counter medication without parent approval and school
18 notification, or any substance represented to be an illegal substance,
19 such as "designer drugs," or caffeine pills, tablets, or caplets, or any
20 substance which is represented to be any such substance.
21
- 22 (16) Drug Paraphernalia Violation - The act of possessing, using, selling,
23 storing, or distributing any equipment, device, or equipment used
24 for the purpose of preparing or taking drugs, including, but not
25 limited to, items listed in Section 893.145, Florida Statutes, and
26 items which may be determined to be drug paraphernalia under the
27 criteria set out in Section 893.146, Florida Statutes.
28
- 29 (17) Excessive Absences/Truancy Violation - The act of failing to attend
30 class and having no acceptable excuse for the absence. Such actors
31 who are required by law (mandatory school age) to attend school
32 shall not be suspended for unexcused absence or truancy, but actors
33 who are not required by law to attend school may be suspended for
34 unexcused absence and truancy.
35
- 36 (18) Explosives Violation - The act of possessing, using, selling, storing,
37 distributing, constructing, or detonating any combustible substance
38 or destructive device, such as a bomb, letter bomb, pipe bomb,
39 grenade, rocket, or similar device designed to explode.
40
- 41 (19) Extortion Violation - The act of using threatening (physical or
42 verbal) intimidation to obtain anything of value from another
43 person, including, but not limited to, money.
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- (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, or may be readily converted to expel a projectile by the action of an explosive, the frame and receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device, including firearms of any kind (operable or inoperable; loaded or unloaded), including, but not limited to, hand guns, zip guns, pistols, rifles, shot guns, starter guns, flare guns, BB or pellet guns, paintball guns, or cap guns. *Amended 6/27/00*

- 1 (27) Fireworks Violation - The act of possessing or igniting firecrackers,
2 bottle rockets, smoke bombs, or other similar devices.
3
- 4 (28) Forgery Violation - The act of making a false or misleading written
5 communication to a school staff member with either the intent to
6 deceive or under circumstances which would reasonably be
7 calculated to deceive the staff member, or producing or possessing
8 any false document, items, or record represented to be an authentic
9 school document, item, or record.
10
- 11 (29) Furnishing/Selling of Drugs or Counterfeit Drugs Violation - The
12 act of selling, offering for sale, or giving away any intoxicant, drug,
13 controlled substance or that which is presented as a controlled
14 substance OR selling or offering for sale a non-controlled substance
15 as a controlled substance shall be suspended and recommended for
16 expulsion by the Principal.
17
- 18 (30) Gambling Violation - The act of participating in games or activities
19 of chance for money or items of value.
20
- 21 (31) Gang-Related Activity Violation - The act of engaging in any
22 verbal, written, or physical act which is associated with becoming a
23 member of a gang, being a member of a gang, or participating in
24 gang identified rituals or behaviors.
25
- 26 (32) Gang-Related Appearance or Apparel Violation - The act of
27 wearing or displaying any clothing, jewelry, accessories, makeup,
28 tattoo, or any other appearance or apparel which may be considered
29 gang-related in any manner which is associated with being a
30 member of or participating in a gang or gang-related activity.
31
- 32 (33) Harassment Violation - The act of using unwelcome gestures,
33 words, or written statements to annoy, demean, denigrate, defame,
34 malign, or ridicule another person.
35
- 36 (34) Horseplay Violation - The act of engaging in rowdy, rough
37 behavior that interferes with the safe or purposeful order of the
38 school.
39
- 40 (35) Illegal Organization Violation - The act of establishing or
41 participating in a secret society or prohibited organization on
42 School Board owned property, at a school function, or at an
43 extracurricular activity.
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- (36) Inappropriate or Obscene Act Violation - The act of using oral or written language, electronic messages, pictures, objects, gestures, or engaging in any physical act considered to be offensive, socially unacceptable, or not suitable for an educational setting.
- (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

1 to another person, which is used to cause or attempt to cause
2 injury, or is used to put someone in reasonable fear of injury,
3 including, but not limited to, belts, pencils, pens, compasses,
4 combs, hair brushes, and laser pens.

- 5
- 6 (46) Possession of Stolen Property Violation - The act of possessing
7 stolen property shall receive appropriate disciplinary consequences.
8 Students should refrain from receiving, taking, or "holding onto for
9 a friend" any item(s) or materials for which they are not the
10 legitimate owner.
- 11
- 12 (47) Possession/Use/Under Influence of Alcohol, Drugs, or Other
13 Controlled Substances Violation - The act of possessing or
14 influenced by intoxicating beverages or drugs or combinations of
15 drugs having hallucinatory effects OR found to be in the possession
16 of drug paraphernalia.
- 17
- 18 (48) Possession or Use of Cellular Phone or 2-Way Communication
19 Device Violation - The act of possessing, carrying, and/or
20 transporting on or about his person any cellular phone on school
21 grounds or in any building owned or operated by the School Board,
22 but cellular phones may be built-in or kept securely locked in the
23 student's personal vehicle.
- 24
- 25 (49) Profanity/Abusive Language Violation - The act of using any
26 profane, vulgar, or unnecessary crude utterance or gesture, whether
27 directed toward a teacher or classmate, or merely done overtly.
- 28
- 29 (50) Racial Harassment Violation - The act of discriminating against
30 another person which discrimination is prohibited by law - race,
31 color, gender, or national origin, including verbal, nonverbal,
32 graphic, written, or physical conduct that denigrates or shows
33 hostility or aversion toward any student based upon race, when
34 such repetitive conduct substantially interferes with a student's
35 academic performance, or creates an intimidating, hostile, or
36 offensive school environment. Racial harassment may include, but
37 is not limited to, the following conduct which is based upon race:
- 38
- 39 a. Epithets and slurs
- 40
- 41 b. Negative stereotyping
- 42
- 43 c. Threatening, intimidating, or hostile acts
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- d. Written or graphic material that shows hostility or aversion toward an individual or group
- (51) Riot/Rioting Violation - The act of inciting or participating in disorderly and/or violent group behavior.
- (52) Robbery - The act of taking or attempting to take anything of value under confrontational circumstances from the control, custody, or care of another person by force or threat of force or violence or putting the victim in fear of larcenies.
- (53) Sexual Battery - Any sexual act directed against another person, forcibly or against that person's will, or not forcibly against that person's will where the victim is not capable of giving consent because of his/her youth or because of temporary or permanent mental incapacity.
- (54) Sexual Harassment - The act of making unwelcome sexual favors and other inappropriate verbal, nonverbal, written, graphic, or physical conduct of a sexual nature when such repetitive conduct substantially interferes with a student's academic performance, or creates an intimidating, hostile, or offensive school environment.
- (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.

- 1 (61) Threat/Intimidation Violation - The act of declaring the actor's
2 intent by word or act to do violence to another person or to his/her
3 property, or forcing another person to do something, or prevent
4 another person from doing something by coercion, bullying, or
5 making him/her afraid, or acting in a way which is likely to cause
6 others to be afraid.
- 7 (62) Tobacco Products Violation - The act of possessing, using, selling,
8 storing, or distributing cigarettes, cigars, snuff, dip, pipe tobacco,
9 chewing tobacco, OR possessing, using, storing, distributing, or
10 igniting a cigarette lighter or matches.
- 11 (63) Trespassing Violation - The act of entering without authorization
12 onto School Board owned property, into a school function, or an
13 extracurricular activity, or remaining on School Board owned
14 property after being directed to leave that location by a school staff
15 member or law enforcement officer.
- 16 (64) Unauthorized Area/Hall Violation - The act of being present in
17 buildings, rooms, hallways, or other areas of a school campus
18 restricted to student access during all or a portion of a day.
- 19 (65) Unauthorized Assembly Violation - The act of being present at
20 unapproved student gatherings, meetings, demonstrations, or
21 protests which interfere with the orderly process of the school
22 environment, or which interrupts a school function or an
23 extracurricular activity.
- 24 (66) Unauthorized Buying/Selling of Merchandise Violation - The act of
25 buying or selling any merchandise while at school or on any
26 property owned by the School Board of Osceola County, Florida
27 without the permission of the Principal.
- 28 (67) Unauthorized Possession of Prescription or Over the Counter
29 Medication Violation - The act of possessing or using any
30 substance which requires a physician's prescription or is considered
31 an over-the-counter medication, without checking such medication
32 in at the school clinic in accordance with School Board Rules,
33 Policies, and Procedures.
- 34 (68) Unsafe Act Violation - The act of engaging in any behavior which
35 compromises the health or safety of an individual including, but not
36 limited to, such acts as hitting, kicking, or slapping.
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- (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, paintball guns, and "look-alike" weapons. *Amended 6/27/00*

B. Elementary and Secondary Code of Student Conduct *Amended 6/30/92, 6/29/93, 6/28/94, 6/27/95 & 11/7/95, Revised & Reformatted 7/2/96, Amended 6/17/97 & 7/21/98. Revised 6/15/99*

LEVEL I

Minor misbehavior on the part of the student, which impedes orderly classroom procedures or interferes with the orderly operation of the school.

- (1) Examples
 - a. Class disturbances/Disruptive behavior
 - b. Dishonesty - cheating, lying, etc.
 - c. Dress code violations
 - d. Failure to follow directions
 - e. Public display of affection
 - f. Profanity or abusive language, student to student
 - g. Hall violations

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- h. Lack of supplies
- i. Infractions of school or classroom rules
- j. Throwing objects (non-injury to persons or property)
- k. False accusations against classmates
- 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

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6. Correct inappropriate dress
 7. Parent/Teacher/Student Conference
 8. Time-out area
 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

1 **LEVEL II**

2
3 Misbehavior of frequency or seriousness that tends to disrupt the learning
4 climate of the school and from which educational consequences are serious
5 enough to require corrective action on the part of administrative personnel.
6 These infractions, which usually result from the continuation of Level I
7 misbehaviors, require the intervention of personnel on the administrative
8 level because the execution of Level I disciplinary options has failed to
9 correct the situation.

10
11 (1) Examples

- 12 a. Continuation of Level I misbehaviors
- 13 b. Defiance of authority/willful disobedience
- 14 c. Disruptive behavior/horseplay
- 15 d. Disruption of the school bus
- 16 e. Insolent attitude
- 17 f. Excessive absences or tardies to school
- 18 g. Failure to serve teacher assigned discipline
- 19 h. Simple assault/ Minor Battery
- 20 i. Forgery of notes, excuses, other school documents
- 21 j. Hall violations
- 22 k. Illegal organizations
- 23 l. Inappropriate printed material
- 24 m. Unauthorized use of personal alarm device/pager/beeper

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26
27 Authorized possession and/or use shall be as follows:

- 28 1. The device and the legitimate purposes as
29 determined by the principal, shall be registered with
30 the principal

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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
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

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- 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.

(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

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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
- m. Sexual harassment
- n. Sex related offenses, including inappropriate video material

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- 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

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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. 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

1 **LEVEL IV**

2
3 Acts which result in violence to another's person or property or which pose
4 a direct threat to the safety of others in the school. These acts are clearly
5 criminal and are so serious that they always require administrative actions
6 which result either in the immediate removal of the student from school,
7 the intervention of law enforcement authorities or referral to Student
8 Services for possible Board action.

9
10 (1) Examples

- 11
12 a. Unmodified and continued Level III violations
- 13
14 b. *Aggravated assault
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16 c. Arson
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18 d. Burglary/breaking and entering
- 19
20 e. *Explosives
- 21
22 f. *Firearms
- 23
24 g. Vandalism
- 25
26 h. Lewd and lascivious sexual conduct
- 27
28 i. False fire alarm
- 29
30 j. Malicious destruction of school or personal property of staff
- 31
32 k. Possession of a cellular phone except as otherwise allowed
33 in School Board Rules.
- 34
35 l. Possession of handcuffs
- 36
37 m. Possession of dangerous chemical irritants (mace, pepper
38 spray)
- 39
40 n. *Assault and Battery - an unlawful injury to another
- 41
42 o. *Furnishing/selling drugs or counterfeit drugs
- 43
44 p *Bomb threats
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- 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

Administrator verifies the offense, confers with the staff involved and meets with the student, allowing the student the opportunity to relate his or her version of what occurred. The student is immediately removed from the school environment. Parents are notified. Administrator may contact law enforcement agency and assist in prosecuting offender. Complete and accurate report is submitted to the Superintendent for possible Board action.

For all non- (*) items, follow procedures listed above and select the appropriate level of discipline consequence below.

- a. First Offense
 - 1. Out-of-school suspension
 - 2. Recommendation for expulsion
 - 3. Others
- b. Repeated Offenses
 - Recommendation for expulsion

1
2 Compliance with the drug and alcohol issues in the Student Code of
3 Conduct is mandatory.

4
5 Auth: 230.22, F.S.

6 Imple: 231.09(2) ,230.2313(2)(c), 230.23(11)(c), 231.086, 232.26-
7 232.28, F.S.

8
9 7.3.1C. Post Secondary Code of Student Conduct *Adopted 7/2/96 & Amended*
10 *7/21/98*

11
12 **LEVEL I**

13
14 Minor misbehavior on the part of the student, which impedes orderly
15 classroom procedures or interferes with the orderly operation of the
16 school.

17
18 (1) Examples

- 19
20 a. Tardiness - Excessive and/or habitual late arrival to school or
21 class
22
23 b. Absence - Excessive and/or habitual absence from school or
24 class
25
26 c. Dress Code - Non-conformity of established dress code
27
28 d. Disruptive behavior on school property or at school-
29 sponsored events.
30
31 e. Littering

32
33 (2) Recommended Discipline Procedure for Level I Offenses:

- 34
35 a. First Offense
36
37 1. Immediate intervention by the instructor or staff
38 member who observes the misbehavior.
39
40 2. Verbal Reprimand
41
42 3. Tardiness or Absence - Tardiness or absence will
43 result in a verbal or written warning from the
44 instructor.
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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.

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.

- 1 f. Unauthorized use of personal alarm devices or telephone
2 pagers/beepers.

3
4 (2) Recommended Discipline Procedure for Level II Offenses:

5
6 a. First Offense

7
8 A written referral to the administration and parent contact
9 (if a minor), conference/warning, contract, conference with
10 all relevant persons or temporary suspension.

11
12 b. Second Offense

13
14 Written referral to the administration and possible
15 suspension.

16
17 c. Third Offense

18
19 A third offense will result in moving the offense to Level III.

20
21 **LEVEL III**

22
23 Acts against persons or property but the consequences of which do not
24 seriously endanger the health or safety of others in the school.

25
26 (1) Examples

27
28 a. Continuation of Level II offenses

29
30 b. Unauthorized Assembly, Publications, etc. - Demonstrations
31 and/or petitions by students or possession and/or
32 distribution of unauthorized publication which interfere with
33 the orderly process of a school function.

34
35 c. Insubordination - Refusal or failure to comply with a
36 direction from a school staff member, failure to comply with
37 local or state law, school rule, School Board policy or
38 classroom rules.

39
40 d. Repeated Misconduct of a More Serious Nature - Repeated
41 misconduct which tends to substantially disrupt the orderly
42 conduct of a school, school function or extracurricular/co-
43 curricular program of activity.

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45 e. Sexual harassment or creating a hostile environment

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- 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.

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- 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, 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

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- k. False accusations of misconduct directed toward staff members.
- l. Off-campus felony charges.
- m. Fraudulently summoning emergency services.

(2) Recommended Discipline Procedure for Level IV Offenses:

The first offense will result in an immediate ten-day suspension with the request for expulsion. The offense may be reported to the appropriate law enforcement agency.

Compliance with the drug and alcohol issues in the Student Code of Conduct is mandatory.

7.3.1 D. Student Transportation

- (1) The responsibilities of pupils transported at public expense shall be as follows:
 - a. To occupy the seat assigned by the driver and to refrain at all times from moving around while the bus is in motion. To observe classroom conduct (except for ordinary conversation) while getting on and off the bus, and while riding the bus. To keep hands inside the bus at all times, except in case of emergency egress.
 - b. To obey the driver and to report to the school principal when instructed to do so by the driver.
 - c. To warn the driver of approaching danger if there is reason to believe the driver is not aware of the danger.
 - d. To be at the designated place in the morning and after school, ready to board the bus at the prescribed time. *Amended 7/23/91*
 - e. To walk to the bus stop on the left side of the road, facing traffic, and to stay off the roadway at all times while waiting for the bus.
 - f. To wait until the bus has come to a full stop before attempting to get on or off.
 - g. To enter or leave the bus only at the front door after the bus has come to a full stop, except in case of emergency.

- 1 h. To cross the highway, when necessary, as follows:
2
3 1. Upon alighting from bus, stand at the side of the road ten
4 (10) feet in front of the bus, within sight and hearing of the
5 driver and wait for his signal to cross the road or proceed to
6 the park strip.
7
8 2. Upon signal from the driver, look both ways and proceed in
9 front of the bus across the road or to the park strip.
10
11 i. To ride assigned bus only. Any change must be requested in
12 writing by the parent and receive written approval of the principal
13 before implementation of the requested change.
14
15 j. Students are prohibited from disembarking at other than the
16 assigned bus stop unless authorized in advance by the school
17 administration. *Adopted 7/2/96*
18

19 Auth: 230.22, F.S. Imple: 232.25, F.S.
20

21 (2) School Bus Violations
22

23 Any pupil who persists in disorderly conduct on a school bus shall be
24 reported to the principal by the driver of the bus. After investigating the
25 degree and severity of the student's misconduct, the principal of the school
26 the student attends may administer disciplinary consequences at the school
27 level up to and including suspension of transportation to and from school
28 and school functions at public expense, out-of-school suspension and/or
29 recommendation for expulsion.
30

31 a. Definitions
32

33 Acts which distract the bus driver from giving full attention to the
34 roadway and which ultimately pose a direct threat to the safety of
35 the students riding the bus or to the safe operation of the school
36 bus.
37

38 b. Examples of Violations
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40 School Bus Safety Rules shall be distributed to students upon
41 enrollment and posted in the front of ALL school buses. Any
42 infraction shall be considered a violation.
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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*
4. Fifth offense - Permanent revocation of bus riding privileges for remainder of the school year. *Amended 6/30/92 & 6/27/00*

1 7.3.2 Misbehavior

2
3 Actions by students, which show disrespect for any school personnel, intimidation,
4 fighting, violent antagonism toward classmates, or general misconduct, which
5 disrupts the learning situation, shall not be tolerated. If a situation cannot be
6 handled by the teacher, it shall be referred to an administrator. Behavior described
7 in this rule shall be responded to swiftly, with appropriate disciplinary action.

8
9 Auth: 230.22, F.S.

10 Imple: 231.09(2), 230.2313(1)(c), 230.23(11)(c),231.085, 232.16-232.28, F.S.

11
12 7.3.3 Dangerous or Disruptive Items

13
14 A. Any item used by a student which disrupts class order, detracts from
15 attention to instruction, defaces school property, or in any way endangers
16 the safety of any student, may be taken by the teacher and turned over to
17 the principal. The Principal shall take appropriate disciplinary action for
18 the offense. Students shall not carry any object that is usually considered
19 to be a weapon, such as a knife or other dangerous and harmful object or
20 any realistic facsimiles. A principal who finds a student to be in possession
21 of a weapon or dangerous and harmful object will take the appropriate
22 disciplinary action for a level IV violation of the Code of Student Conduct.
23 *Amended 6/29/93, 6/28/94 & 7/21/98*

24
25 B. No student shall, while on the grounds or in any building owned or
26 operated by the School Board of Osceola County, Florida, possess, carry
27 and/or transport on or about his person or in any vehicle or other
28 conveyance or discharge any firearm, as defined in Section 790.001(6),
29 Florida Statutes. Any student violating this policy shall be recommended
30 to the Superintendent for expulsion. In accordance with the Gun-free
31 Schools Act, any such students not currently enrolled in an Exceptional
32 Student Education program in violation of the above shall be recommended
33 to the Superintendent to be expelled from the School District of Osceola
34 County for a minimum period of one calendar year. *Adopted*
35 *6/29/93 & Amended 6/27/95*

36
37 Auth: 230 .23, F. S.

38 Imple: 231.09(2), 230.2313(1) (c), 230.23(11) (c), 231.085,232.16-232.28,
39 120.53, 230.23(6),230.22(8)(c) and 120. 57 (1), F. S.

40
41 7.3.4 Willful Disobedience

42
43 Students shall at all times show proper respect for staff members. Appropriate
44 disciplinary action shall be taken if any student willfully disobeys a staff member,

1 and shall depend upon the degree and intent of disobedience. *Amended*
2 *7/2/96*

3
4 Auth: 230.22, F.S.
5 Imple: 231.09(2),230.2313(1) (c), 230.23(11) (c), 231.085, 232.26-232.28, F.S.

6
7 **7.3.5 Wearing Apparel and Accessories - Dress Code Policy** *Revised 5/2/00*

8
9 A. The school, as a center of learning, shall provide for the development of
10 habits and attitudes conducive to acceptable wearing apparel, and good
11 grooming. Wearing apparel shall not be of the type, which would detract
12 from the primary purpose of the school, which is academic instruction, nor
13 shall accessories carried by children to school be disruptive to the conduct
14 of the school or hazardous to student welfare.

15
16 B. Students are required to wear appropriate clothing as set forth in this
17 Policy. The Board adopted "Dress Code Policy" is based on the situation
18 and the grade level of the students. Inappropriate clothing and appearance
19 are disruptive to the school program and Principals shall enforce
20 compliance with this Policy by those students within their jurisdiction.
21 *Adopted 5/2/00*

22
23 C. Violations of this Policy: Violations of this Policy shall be treated as
24 disruptive behavior in violation of the Student Code of Conduct.
25 However, Policy violations shall not carry over on the student's discipline
26 record to subsequent years. This Policy shall apply to students at all times
27 when they attend school or any school sponsored event.
28 *Adopted 5/2/00*

29
30 This policy shall be applicable in its entirety, except where a specific
31 section may be directed toward a select group of students. All persons
32 subject to this policy shall comply with all sections of it.
33 *Adopted 5/2/00*

34
35 D. Wearing apparel, which tends to identify association with secret societies
36 as prohibited in Florida Statutes, shall not be worn. *Adopted 6/28/94*

37
38 E. Cleanliness of the physical person consistent with the maintenance of good
39 health and to avoid offensiveness to others is mandatory.
40 *Amended 5/2/00*

41
42 F. Schools, with the involvement of the school advisory council, may adopt a
43 school uniform. Participation by students will be voluntary. Students who
44 choose not to wear the school-adopted uniform will be required to conform
45 to the Dress Code Policy. *Amended 11/7/95 & 5/2/00*

1
2 G. In Postsecondary programs, some programs may require uniforms.
3 Continued enrollment in these programs shall be contingent on the student
4 adhering to all uniform requirements and standards. *Adopted 7/2/96*

5
6 H. General Dress Code Requirements: *Adopted 5/2/00*

7
8 (1) Shirts and Blouses: Shirts or blouses shall be tucked into the
9 waistband of the pants, shorts or skirt.

10
11 (2) Pants: Pants with belt loops shall be worn with a belt that is
12 fastened in a customary manner. The Principal's determination as to
13 proper use and/or fastening of a belt shall be determinative and
14 final. Pants shall be worn so that the waistband is worn at the waist
15 and not below the waist. The size of the pants shall be appropriate
16 to the student's body size and shall not be unduly "oversized." The
17 Principal's determination as to whether or not pants are appropriate
18 to the student's body size or whether pants are "unduly oversized"
19 shall be determinative and final.

20
21 The width of the legs of pants shall not be unduly "oversized" and
22 shall be appropriate in consideration of the particular student's
23 body size. The Principal's determination as to whether or not the
24 width of pants legs are appropriate to the student's body size or
25 whether the width of pants with regard to the particular student are
26 "unduly oversized" shall be determinative and final.

27
28 (3) Skirts and Dresses: The hem of girls' skirts or dresses shall be no
29 shorter than the tip of the fingertips when both arms are extended
30 by the side.

31
32 (4) Appropriate Sizes: Students shall wear clothing of appropriate size
33 as determined by the Principal.

34
35 (5) All students shall wear shoes. Shoes shall be closed toe and heel so
36 as to protect the entire foot. High school students may wear
37 sandals provided they have a back strap and a strap over the toes.
38 Platform shoes may not be worn.

39
40 (6) The decision as to whether or not clothing or the appearance of a
41 student is in violation of this Policy shall be made by the Principal,
42 and such decision shall be determinative and final as to the matter
43 being decided. The exercise of this discretion shall be subject to
44 legal standards for the reasonable exercise of discretion by the
45 school administrators, but to the greatest extent permitted by law

1 deference shall be afforded to school officials in their exercise of
2 discretion in the implementation of this Policy. This provision
3 regarding the discretion of school officials shall apply to each
4 subsection and portion of the entire Policy.
5

6 I. Unacceptable Attire: Students are not allowed to wear clothing, jewelry,
7 buttons, haircuts, tattoos, makeup, or other attire or markings which are
8 offensive, suggestive, or indecent, including but not limited to:

9 *Adopted 5/2/00*

- 10 (1) Clothing associated with gangs;
- 11 (2) Clothing encouraging the use of drugs, alcohol, or violence;
- 12 (3) Clothing associated with discrimination on the basis of age, color,
13 handicap, national origin, marital status, race, religion, or sex;
- 14 (4) Clothing (or lack thereof) exposing any portion of the torso or
15 upper thighs such as see-through garments, mini-skirts or
16 mini-dresses, halters, backless dresses, tube tops or tank tops or
17 shirts, bare midriff outfits, or shirts or blouses tied at the midriff;
- 18 (5) Clothing deemed by school officials to be so revealing as to disrupt,
19 or potentially disrupt, good order and the education program.
- 20 (6) Clothing or outer garments traditionally designed as undergarments
21 such as boxer shorts, bloomers, tights, or hosiery (except where
22 tights or hosiery are worn appropriately); or
- 23 (7) Clothing or footwear that is construed by the Principal in such
24 person's reasonable judgment to be hazardous or dangerous to
25 health or safety.
- 26 (8) Hats, head gear, or any head covering, except when approved by
27 the Principal.

28 J. Shorts: Students may wear hemmed walking shorts, or Bermuda shorts,
29 only if the wearing of shorts has not been revoked and they are appropriate
30 for safety or employment training purposes, as provided hereinafter. In all
31 situations in which shorts are permissible to be worn, the shorts shall
32 extend to the tip of the fingertips when both arms are extended by the side.

33 *Adopted 5/2/00*

- 34 (1) Unacceptable Shorts: Athletic shorts including spandex-style
35 "bicycle" shorts, cut-off jeans, frayed jeans or pants, cut-off sweat
36

1 pants, short-shorts, running shorts, and see-through boxer-type
2 shorts are not permitted.

3
4 (2) Vocational-Technical Centers: For safety and employment training
5 purposes, students enrolled at the vocational-technical centers will
6 wear the uniform of the program. If there is no uniform, this rule
7 shall apply.

8
9 (3) Revocation of Shorts Privilege for Excessive Violations: If an
10 individual school's School Advisory Council ("SAC") determines
11 that too many students have abused the shorts policy, the Principal
12 may revoke the shorts privilege at that particular school so that the
13 entire student body will not be allowed to wear shorts to school
14 during the next semester. In such cases, the Principal may elect to
15 prohibit wearing shorts to school at that particular school during
16 subsequent semesters or school years or reinstate the privilege of
17 wearing shorts to school as the Principal, in consultation with the
18 SAC, may deem appropriate. Additionally, the Principal may
19 revoke the shorts privilege of a student who violates the provisions
20 of the shorts policy twice in one semester.

21
22 K. Dress Code Policy: Subject to the terms and conditions set forth below the
23 School Board has adopted this Policy pertaining to all students as follows:
24 *Adopted 5/2/00*

25
26 (1) Findings: Based upon evidence presented to the School Board, the
27 recommendations of the Superintendent and the Superintendent's
28 staff, and the opinions of parents/guardians, educators and others
29 with knowledge, experience and expertise regarding student
30 behavior and discipline, the School Board finds that public schools
31 in Osceola County may realize significant benefit by the adoption of
32 a uniform dress code policy. The Board also finds that other public
33 schools throughout the country have employed student dress code
34 policies and that this promotes improved school spirit with students
35 having greater pride in their school's appearance and greater respect
36 for the school facilities.

37
38 (2) Purpose and Intent: In adopting this Policy it is the School Board's
39 purpose and intent to enable all of the public elementary, middle
40 and high schools in Osceola County to experience improved school
41 spirit, with students having greater pride in the appearance of their
42 schools and greater respect for school authority and school
43 facilities.

1 is so distracting or disruptive that it interferes with the orderly
2 educational process.

3
4 Auth: 230. 22, F. S.

5 Imple: 231.09(2), 230.2313(1)(c),230.23(11)(c), 231.085, 232.26, 232.28, F.S.

6
7 7.3.6 Public Affection

8 Students shall conduct themselves at all times in a responsible manner in
9 accordance with appropriate school standards. *Amended 7/2/96*

10
11
12 Auth: 230. 22, F. S.

13 Imple: 231. 09 (2) and 232.25, F.S.

14
15 7.3.7 Intoxicants, Hallucinogenic Drugs and Medications *Amended 7/2/96 & 7/21/98*

16
17 A. Students found to be in possession of or under the influence of intoxicating
18 beverages or drugs or combinations of drugs having hallucinatory effects at
19 any school function or on school property shall be suspended under Level
20 IV Procedures in the Code of Student Conduct. If the use of intoxicants or
21 hallucinogenic drugs is discovered through the application of the random
22 drug testing policy, the procedures in that policy shall apply.
23 *Amended 5/2/00*

24
25 B. Students found to be in possession of drug paraphernalia while on school
26 property or at any school function shall be suspended under Level IV
27 Procedures in the Code of Student Conduct. *Amended 7/23/91*

28
29 C. The Principal shall suspend and recommend to the Superintendent for
30 expulsion any student found to be selling or offering for sale a non-
31 controlled substance as a controlled substance under Level IV Procedures
32 in the Code of Student Conduct.

33
34 D. Students found to be selling, offering for sale, or giving away any
35 intoxicant, drug, controlled substance or that which is presented as a
36 controlled substance while on school property or in attendance at a school
37 function shall be recommended to the Superintendent for expulsion under
38 Level IV Procedures in the Code of Student Conduct.
39 *Amended 7/23/91 & 6/28/94*

40
41 E. Students will not be allowed to possess, use or distribute medication on
42 campus. Students found to be in violation of this policy shall be subject to
43 disciplinary action as recommended in the Code of Student Conduct.
44 *Adopted 7/2/96*

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- (3) Scope: This Policy shall apply to all students enrolled in any public school under the jurisdiction of the School Board of Osceola County, Florida.
- (4) Charter/Magnet Schools: In the event that a Charter or Magnet school has a more stringent student dress code policy, such policy shall take precedence over the Dress Code Policy described herein.
- (5) Outer Garments: The dress code policy shall not prohibit students from wearing coats or jackets when necessary due to weather conditions or for other legitimate reasons, although coats or jackets shall be the appropriate size for the student, shall not be overly baggy, nor violate any other provision of this Policy. Long overcoats that might serve to conceal contraband shall be removed immediately upon arrival at the school or function.
- (6) Alternative Education Programs: Students assigned to an Alternative Education Program shall be required to dress in accordance with the Dress Code Policy in effect at the Alternative Education Program, and in the absence of such a policy, then those students shall comply with this Policy.
- (7) Breach of Conduct: Repeated violations of the Dress Code Policy shall be treated as disruptive behavior under the Student Code of Conduct.
- (8) Violation of the Policy for Unacceptable Appearance (Not Necessarily Clothing): It will be a violation of this Policy for a student to attend school or any school-sponsored event or function held during the school day with any visible body piercing, except for earrings on the ears. It will also be a violation of this Policy for any student to have his or her hair cut or worn in such manner, or colored in such manner, in an extreme fashion such that the Principal, within the reasonable exercise of his or her discretion, determines it is so distracting or disruptive that it interferes with the orderly educational process. By way of illustration only, and not by way of limitation, examples of unacceptable hair color or style would be extremely garish neon colors, orange, purple, green (or other unnatural colors), color patterns such as plaid or stripes, Mohawk style, extreme spiked hair and similarly unusual and distracting hairstyles. Further, it will be a violation of this Policy for a student to wear makeup that is not within the acceptable standards for the school or community such that the Principal, within the reasonable exercise of his or her discretion, determines it

1 Auth: 230.22, F.S.
2 Imple: 230.26(2) and (3), 120.57, Chapters 404 and 893, F.S.; SBR 6A-1.956.

3
4 7.3.8 Use of Tobacco

5
6 Students shall not be permitted to use or possess tobacco in Osceola County
7 school buildings or on school grounds.

8
9 Students may also be subject to State or Federal sanctions for smoking on school
10 premises. *Adopted 7/2/96*

11
12 Auth: 230.22, F.S.
13 Imple: 231.085 and 232.25, F.S.

14
15 7.3.9 Skipping and Excessive Absence (Truancy)

16
17 Any student who fails to attend class and has no acceptable excuse for his absence
18 shall be considered truant and referred to the appropriate administrator for
19 punishment. Every effort should be made for the student to make up the time and
20 work missed in after-school detention. Parents shall be notified of unexcused
21 absences and of after-school detention resulting there from, in accordance with
22 Board Rule 7.2.4. No student who is required by law to attend school shall be
23 suspended for unexcused absence or truancy. Students sixteen (16) years of age
24 or older may be suspended for unexcused absence or truancy.

25
26 Auth: 230.22, F.S. Imple: 230.2313(3)(c), 232.08, 232.10, and 232.27, F.S.

27
28 7.3.10 Theft and Pilfering

29
30 Any student involved in the act of stealing or in possession of stolen property may
31 be suspended from school. In such cases, the attendance of parents or guardians at
32 a conference with school officials shall be requested. Thefts shall be reported to
33 the proper authorities. Efforts shall be made to secure reimbursement or
34 replacement of the money or items taken.

35
36 Auth: 230.22, F.S. Imple: 232.26, F.S.

37
38 7.3.11 Blackmail and Extortion

39
40 Any student, who blackmails or otherwise threatens any person for payment of
41 money or any other consideration, may be suspended from school and parents or
42 guardians shall be called for a conference with school officials. In such cases,
43 efforts shall be made to secure reimbursement or otherwise recover damages. The
44 appropriate law enforcement agency will be notified.

1 Auth: 230.22, F.S.

2 Imple: 232.26, 120.53(1), 230.23(6), and 230.33(8)(c), F.S.

3
4 7.3.12 Profanity

5
6 Profanity shall mean any profane, vulgar, or unnecessarily crude utterance or
7 gesture, whether directed toward a teacher or classmate, or merely done overtly.
8 Such instances shall be handled by the teacher, if possible, and referred to the
9 appropriate administrator if further action becomes necessary.

10
11 Auth: 230.22, F.S. Imple: 232.26 and 232.27, F.S.

12
13 7.3.13 Vandalism and Burglary

14
15 Destruction of or damage to school property due to burglary or vandalism shall be
16 reported immediately to the police or sheriff's department and to the
17 Superintendent. The immediate area of the loss or damage shall be kept clear of
18 personnel, and nothing shall be moved or touched, until the proper law
19 enforcement agency has made an investigation.

20
21 A full and complete report of loss or damage shall be made to the Superintendent
22 as soon as possible following the investigation.

23
24 Appropriate action against any student known to have committed vandalism shall
25 include having the parents or guardians come to the school for a conference with
26 school officials and an arrangement for restitution for damage. A student eighteen
27 (18) years of age, or the parents of a minor student found guilty of damaging,
28 defacing, taking or destroying school property, either during school hours or at
29 any other time, shall be required to repay the cost of repairing the damage, and the
30 student may be subject to a penalty of suspension from school for a period up to
31 ten (10) days, and/or face expulsion from school.

32
33 Auth: 230.22, F.S.

34 Imple: 741.24, 232.26, 120.53(1), 230.23(6), 230.33(8)(c) and 120.57. (1), F.S.

35
36 7.3.14 Arson

37
38 Any student who deliberately sets fire or attempts to set fire to school property
39 shall be suspended for a maximum of ten (10) days or until parents or guardians
40 can be contacted for a conference with school officials and arrangements made for
41 restitution. The penalties for arson may include expulsion from school. Incidents
42 of arson shall be reported to the appropriate fire department and police officials.

43
44 Auth: 230.22, F.S.

45 Imple: 741.24, 232.26, 120.53(1), 230.23(6), 230.33(8)(c), and Chapter 806, F.S.

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7.3.15 Assault and/or Battery *Adopted 6/27/95*

- A. The principal shall have the authority to suspend or recommend for expulsion any student for simple assault, assault and battery, aggravated assault or aggravated battery against another student.

- B. The principal shall have the authority to recommend for expulsion any student for simple assault, assault and battery, aggravated assault or aggravated battery against any School Board employee or School Board member.

The above shall include incidences which occur both on or off School Board property when directed at employees of the School District of Osceola County, Florida or their families.

7.3.16 Destruction of Personal Property or Harassment of School Board Employees

The principal shall have the authority to suspend, or to recommend for expulsion, any student for disturbing or bringing harm against a teacher, Board Member, or any employee of the Board; or disturbing or inflicting damage upon a home or personal property of any of them; or insulting any of the aforementioned persons in a public place. *Amended 6/28/94*

Auth: 230.22, F.S.
Imple: 232.26, F.S.

7.3.17 Bomb Threats

The principal shall recommend to the Superintendent the expulsion of any student conspiring to or making a report concerning the placing or planting of any bomb, dynamite, or other explosive.

7.3.18 Continued Incurrigibility

In cases where students are suspended out of school in excess of fifteen (15) days per year, the principal may forward a recommendation for expulsion to the Superintendent. This recommendation must contain documentation of counseling activities and strategies, evidence of requests for parent conferences, review of records for evidence of possible handicaps, and other interventions intended to improve the student's performance in school. *Amended 6/28/94*

1 7.3.19 Sexual Harassment/Hostile Environment *Adopted 6/30/92*

2
3 Students must refrain from creating a hostile environment for their peers by
4 expressing verbal comments, sexual name calling, gesturing, spreading sexual
5 rumors or other behaviors which are intended to degrade their classmates.
6

7 7.3.20 Gang Related Apparel, Appearance or Activity *Adopted 6/27/95 & Amended*
8 *7/2/96*

9
10 Any student whose appearance or apparel suggests affiliation with gang
11 membership or activity may be suspended from school. Parents will be notified
12 that further offenses may result in the student's expulsion from school.
13

14 7.3.21 Native Language *Adopted 6/30/92*

15
16 Students have the right to and will not be disciplined for speaking responsibly in
17 their native language.
18

19 7.3.22 Beezers, Pagers and Cellular Phones *Adopted 7/2/96, Amended 6/15/99*

20
21 A. No student shall, while on the grounds or in any building owned or
22 operated by the School Board of Osceola County, Florida, possess, carry
23 and/or transport on or about his person any personal communication
24 devices such as a cellular phone. Such devices may be built-in or kept
25 securely locked in the student's personal vehicle.
26

27 B. No student shall, while on the grounds or in any building owned or
28 operated by the School Board of Osceola County, Florida, possess, carry
29 and/or transport on or about his person any personal communication
30 devices such as alarm devices or telephone pagers/beepers without proper
31 authorization.
32

33 Authorized possession and/or use shall be as follows:

- 34
35 1. The device and the legitimate purposes shall be determined by the
36 principal and shall be registered with the principal; and
37
38 2. The device must be concealed (non-visible) and set to non-audible
39 mode.
40

41 C. Students in postsecondary programs may receive waivers to this rule as
42 prescribed by the administrator in charge of the program.
43

1 7.3.23 False Accusations of Misconduct *Adopted 6/17/97*

2
3 Students shall refrain from making intentional and willful false accusations of
4 misconduct directed toward their classmates. In the case of a false accusation, the
5 student lodging the complaint will receive the same punishment as would have
6 been received by the wrongly accused individual. The offense level may be
7 adjusted at the discretion of the principal considering misdirected staff time;
8 damage to the wrongly accused student and his/her family; and the age of the
9 student making the false accusation.

10
11 7.3.24 Legal

12
13 None of the foregoing shall be construed in such a manner as to violate any
14 federal, state or community law. Breaches of such law may be reported to
15 appropriate non-school authorities for separate prosecution.

16
17 Auth: 230.22, F.S.

18 Imple: 230.23(12), F.S.

19
20 **7.4 CORPORAL PUNISHMENT**

21
22 Corporal punishment shall be defined as the moderate use of physical force or
23 physical contact by the principal or designee as may be necessary to maintain
24 discipline or to enforce school rules. Corporal punishment shall be limited to the
25 use of the open hand, ruler or paddle as approved by the principal. It shall be
26 directed only to the student's buttocks or back of the thigh. The student shall
27 receive no more than three (3) licks for any one offense. Students shall not receive
28 corporal punishment more than once in a forty-eight (48) hour period. If a
29 discipline problem warrants corporal punishment immediately following the forty-
30 eight (48) hour period, an attempt to contact the parent/guardian should be made
31 prior to it being administered. *Amended 6/29/93*

32
33 Any student shall be exempt from corporal punishment upon request in writing
34 from the parents or guardians to the principal, prior to the time a problem arises.
35 The request shall be renewed yearly. If a parent requests exemption from corporal
36 punishment, the parent shall also agree to the child's suspension or expulsion from
37 school until the problem is solved. Parents who request exemption from corporal
38 punishment may change this decision after a conference with the principal, by a
39 statement in writing.

40
41 Any student exempted from corporal punishment due to parental request, and
42 suspended, may also be subject to expulsion.

43

1 A. The use of corporal punishment shall be approved in principle by the
2 principal before it is used and shall be in accordance with Florida Statutes.
3 *Amended 6/29/93*
4

5 B. The principal or designee may administer corporal punishment only in the
6 presence of another adult who is informed beforehand, and in the student's
7 presence, of the reason for the punishment. Corporal punishment shall be
8 limited to the use of the open hand, ruler, or paddle as approved by the
9 principal directed only to the student's buttocks or back of the thigh.
10 *Amended 6/29/93*
11

12 C. The principal or designee who has administered punishment shall make a
13 record of such punishment so that the student's parent or guardian can be
14 provided with a written explanation of the reason for the punishment and
15 the name of the other adult who was present. This record shall be filed in
16 the principal's office at the end of each school day. The Superintendent
17 shall prescribe the appropriate forms for keeping these records.
18 *Amended 6/29/93*
19

20 Nothing herein shall be construed in such a manner as to authorize the
21 violation of Federal or State law, or State Board of Education regulations.
22

23 7.5 SUSPENSION AND EXPULSION

24 25 7.5.1 Suspension

26 It is the policy of this Board that maintaining good discipline in all schools is
27 essential to the proper and orderly preservation of the educational and
28 extracurricular programs to all students. It is recognized that suspension is both a
29 form of punishment for misconduct and a method to ensure the orderly conduct of
30 the school programs for all students. Suspensions shall be made with due regard
31 for all these factors.
32

33 A. Length and Reasons

34 A principal may suspend a pupil from school for a period not to exceed ten
35 (10) days, for willful disobedience, open defiance of authority of a member
36 of the staff, use of profane or obscene language, other serious misconduct,
37 or repeated misconduct of a less serious nature; any act or conduct which
38 disrupts or tends to disrupt the orderly conduct of the school, or any other
39 conduct for which suspension or expulsion is either required or permitted
40 by the Code of Student Conduct, any other Rule of the Board, Rule of the
41 State Board of Education or Statute.
42
43
44

1 B. Exceptional Education Student

2
3 Except for the gifted, no exceptional education student may be suspended
4 for more than nine (9) days for one offense. If an exceptional student is
5 suspended, prior to the end of nine (9) days of suspension or prior to ten
6 (10) days of cumulative suspension throughout the year, an IEP meeting
7 shall be held to review the student's program and placement.
8 *Amended 7/23/91*

9
10 A profoundly handicapped, trainable mentally handicapped, or autistic child
11 shall not be suspended until an IEP review has been held to review the
12 behavior which has caused the school to recommend such suspension.
13 Such review should include at a minimum the principal or designee,
14 exceptional student education administrator or designee, Resource
15 Compliance Specialist, a district Behavioral Analyst, the child's teacher,
16 and the child's parent. *Adopted 6/30/92*

17
18 C. Unexcused Absences or Truancy

19
20 No student who is required by law to attend school may be suspended for
21 unexcused absences or truancy.

22
23 D. Semester and Grade Period Tests

24
25 Semester and grade period tests missed during any period of suspension
26 may be made up.

27
28 Principals may contract with a suspended student to make up work
29 assigned during a period of suspension. *Adopted 9/17/96*

30
31 E. Procedure

32
33 (1) Prior to suspension, a good faith effort shall be made by the
34 principal or his designated representative to employ parental
35 assistance or other alternative measures to suspension, except in the
36 case of emergency or disruptive conditions which require immediate
37 suspension or in the case of a serious breach of conduct. A serious
38 breach of conduct is hereby defined as any Level IV offense as set
39 forth in the Code of Student Conduct, and any other act or conduct
40 for which suspension or expulsion is required by any other Rule of
41 this Board, Rule of the State Board of Education, or Statute.

42
43 (2) Prior to suspending a pupil for any length of time, the principal shall
44 give to the pupil an oral or written charge against him and, if the
45 pupil denies the charge, an explanation of the evidence supporting

1 the charge and an opportunity for the pupil to present his side of the
2 story. There shall not necessarily be any period of delay between
3 the time notice is given to the pupil and the informal investigation
4 required by this paragraph, nor shall the pupil necessarily be given
5 the opportunity to secure legal counsel, confront or cross-examine
6 witnesses to verify his version of the incident. However, the
7 principal may exercise his discretion in the interest of fairness and
8 justice by summoning the accuser, permitting informal cross-
9 examination and allowing the pupil to present his own witnesses in
10 cases where there are serious disputes of material facts and
11 arguments about cause and effect. The student shall be given an
12 opportunity to respond to the charges and the evidence, explain his
13 actions, and bring to the attention of the principal any additional
14 information. The principal shall specifically inform the student of
15 these rights. *Amended 6/29/93*

16
17 (3) Following an informal investigation, the principal, at the request of
18 the student's parents, may convene an informal hearing and offer the
19 student an opportunity to question and cross-examine witnesses,
20 and present testimony and further evidence. *Amended 6/29/93*

21
22 (4) A principal is not required to hold an informal hearing prior to
23 suspending a student for ten (10) days or less if the student's
24 presence poses a continuing danger to persons or property, or if the
25 student represents an ongoing threat of disrupting the educational
26 process. In such cases, the notice and informal hearing shall be
27 provided as soon thereafter as is practicable. *Amended 6/29/93*

28
29 F. Felony Charges

30
31 Suspension proceedings may be initiated, in accordance with Florida
32 Statutes, against any student who is formally charged with a felony by a
33 proper prosecuting attorney for an incident which allegedly occurred on
34 property other than public school property, if that incident is shown, in an
35 administrative hearing with notice provided to the parent or legal guardian
36 or custodian of such pupil by the principal of the school to have an adverse
37 impact on the educational program, discipline or welfare in the school in
38 which the pupil is enrolled. The student may face alternative placement or
39 suspension until the determination of guilt or innocence, or dismissal of the
40 charge is made by a court of competent jurisdiction. The hearing officer
41 shall make a decision regarding suspension or non-suspension during the
42 time prior to the official sentencing of the student. If the student is found
43 guilty of a felony, measures may be taken in accordance with Florida
44 Statutes. *Amended 6/29/93, 6/28/94, & 6/27/95*

1 G. Controlled Substances

2
3 (1) Any pupil who is subject to discipline or expulsion for unlawful
4 possession or use of any substance controlled under Chapter 893,
5 F.S. may be entitled to a waiver of the discipline or expulsion if he
6 divulges information leading to the arrest and conviction of the
7 person who supplied such controlled substance to him.
8 *Amended 6/29/93*

9
10 (2) Any pupil subject to discipline or expulsion for unlawful possession
11 or use of any substance controlled under Chapter 893, F.S., may
12 receive a waiver of the discipline or expulsion if the pupil commits
13 himself, or is referred by the court in lieu of sentence, to a state-
14 licensed drug abuse program and successfully completes the
15 program.

16
17 (3) When a student is formally charged with a felony by a proper
18 prosecuting attorney for the unlawful possession, sale, or use of any
19 substance controlled under Chapter 893, F.S. the principal shall, in
20 accordance with Section 232.26 (2) F.S., conduct an administrative
21 hearing for the purpose of determining his or her guilt. Proper
22 procedures shall be followed by the principal in instituting and
23 conducting the administrative hearing; however, the School Board
24 may, upon written approval of the Commissioner, utilize its own
25 hearing policy in lieu of this rule.

26
27 H. If a suspension is assigned, the principal shall immediately notify the
28 Superintendent and the suspended student's parents or guardians in writing
29 within 24 hours of the action taken and the reasons for the suspension.
30 The written notification shall be sent via the United States Postal Service.

31
32 In addition, the Principal or his/her designee shall make a good faith effort
33 to notify the parent or guardian by telephone prior to initiating the
34 suspension.

35
36 Auth: 230.22, F.S.

37 Imple: 120.53(1), 230.23(6), 230.33(8)(c), and 232.26, F.S.

38
39 7.5.2 Expulsion

40
41 A. Expulsion From School *Amended 6/29/93 & 6/17/97*

42
43 Expulsion from school shall be authorized only by the School Board. If a
44 principal requests expulsion of a student from school, a written request
45 shall be sent to the Superintendent. The principal may recommend to the

1 Superintendent that a student's suspension be extended by the
2 Superintendent until the next administrative hearing regarding expulsion
3 recommendations. The Superintendent in turn shall notify the parents or
4 guardians in writing of the charge against the pupil, including the rule
5 violated and pupil's alleged conduct. The parents or guardians, and the
6 student shall be informed of their right to request a hearing before the
7 School Board regarding the expulsion recommendation. They shall also be
8 informed of their right to obtain legal counsel at no cost to the School
9 Board, to call and examine or cross-examine witnesses, to introduce
10 evidence and to submit rebuttal evidence. If no hearing is requested, the
11 expulsion recommendation shall be placed on the consent agenda of the
12 next possible meeting of the School Board. If the parents or guardians or
13 student request a hearing, notice shall be given of such meeting according
14 to Florida Statutes. Any hearing that is conducted at parent or guardian or
15 student request must be a closed hearing, as provided in the Administrative
16 Procedures Act, 120.57(2), Florida Statutes, unless an open hearing is
17 requested by the parents, guardians or student. At the hearing the pupil
18 may be represented by his parents or guardians or by counsel, and all
19 parties may introduce and examine evidence, call and examine or cross-
20 examine witnesses, and submit rebuttal evidence. The rules of evidence
21 observed by courts shall not be applicable. Any party may, at his own
22 expense, have the right to record and have transcribed the proceedings of
23 the entire hearing. The decision of the Board shall be based solely upon
24 evidence presented at the hearing, and a copy of the findings of fact and the
25 decision of the Board shall be furnished to the pupil in writing.

26
27 School staff will have the authority to confiscate forbidden items which
28 would be used as evidence in an expulsion recommendation and later
29 returned to the parent/guardian.

30
31 Controlled substances will be handled in accordance with Florida Statutes
32 and other applicable laws and regulations.

33
34 B. Exceptional Education Student *Adopted 7/23/91*

35
36 In accordance with State Board Rules, when an exceptional (nongifted)
37 student's behavior could warrant expulsion consistent with the District's
38 policies, the following provisions shall apply:

- 39
40 (1) A staffing committee shall meet to determine whether the
41 misconduct is a manifestation of the handicap and to determine the
42 appropriateness of the student's current education placement. The
43 membership of the staffing committee shall be in accordance with
44 State Board Rules. *Amended 6/29/93*

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- (2) If the misconduct is a manifestation of the student's handicap, and then the student may not be expelled; however, a review of the individual educational plan shall be conducted and other alternatives considered.
- (3) If the misconduct is not a manifestation of the student's handicap, then the student may be expelled; however, any change in placement shall not result in a complete cessation of special education and related services.
- (4) A suspension of an exceptional education student shall not be extended beyond nine (9) days. If the district believes that an exceptional education student should be kept out of his or her educational program for greater than nine (9) days to ensure the safety of that student and others, the district shall seek an injunction from the district or federal court to that effect. *Adopted 6/29/93 Amended 6/28/94*

Any recommendation for the expulsion of a handicapped student shall be made in accordance with the rules promulgated by the State Board of Education.

C. Withdrawal From School *Amended 12/15/92*

- (1) If a student withdraws from school before the expulsion recommendation is heard by the Board, the recommendation may be held in abeyance until the end of the recommended period of expulsion. If the student re-enters any Osceola County Public school during the recommended period of expulsion, the recommendation for expulsion may be presented to the Board at the first meeting date that falls ten (10) days after the date of enrollment.
- (2) Upon the recommendation of the Superintendent, the expulsion hearing for a student accused of a serious breach of the Code of Student Conduct, including but not limited to violence against staff members and other students, sale of drugs on campus, or weapons violations may be referred to the School Board for action regardless of the student's enrollment status.

D. Withdrawal in Lieu of Expulsion

If district personnel offer withdrawal from school as an alternative to expulsion, they shall inform parents, guardians and/or students of the right to a hearing to review and challenge the recommendation for expulsion and

1 of the corresponding rights, which accompany the right to the hearing. At
2 that time, parents shall also be provided with information regarding their
3 obligation to home instruct their child if he or she is withdrawn from school
4 and the student is of mandatory school age. *Adopted 6/29/93*

5
6 E. Returning to School

7
8 A student returning to school after an expulsion or recommendation for
9 expulsion shall be placed on a Behavior Contract for a period of time (not
10 to exceed one school year) as designated by the principal of the school in
11 which said student enrolls. *Amended 6/30/92*

12
13 F. Any student who has committed an expellable offense or who has been
14 charged or convicted of a felony off school property, who has been
15 administratively assigned/placed in an alternative setting in lieu of
16 expulsion, will not be allowed on any other Osceola County School District
17 property, nor be allowed to participate in the extracurricular activities of
18 any other school for the duration of the student's enrollment in the
19 alternative program. *Adopted 6/15/99*

20
21 G. The assignment/placement in an alternative program in lieu of expulsion
22 precludes enrollment at any other School District of Osceola County
23 school, including any affiliated charter school. The student will not be
24 allowed to withdraw from the alternative program to attend any other
25 School District of Osceola County school, or affiliated charter school
26 before the prescribed behavioral program is completed. *Adopted 6/15/99*

27
28 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 **8.1 RESPONSIBILITIES OF THE BOARD**

4
5 In providing a healthy and nutritious School Food Service for the students and
6 staff of Osceola County Schools, it shall be the responsibility of the Board to:

- 7 A. Provide facilities and materials in all departments.
- 8
- 9 B. Secure and make bid awards for all items specified by State Board
- 10 Regulations.
- 11
- 12 C. Assure that all foods purchased will conform to the Federal Food, Drug
- 13 and Cosmetic Act, the Meat Inspection Act, and any regulations of the
- 14 State of Florida relating to the specific item being purchased.
- 15
- 16 D. Provide an adequate supervisory staff at the District level for the
- 17 administration of the program, and adequate clerical and secretarial help for
- 18 the centralized system.
- 19
- 20 E. Submit to the State Department of Education all required reports,
- 21 requested information, agreements, and applications for federal
- 22 reimbursement and commodities.
- 23
- 24 F. Provide for audits of all records at the schools and the central office, as
- 25 required by law and State Board regulations.
- 26
- 27 G. Assure a nutritionally adequate and nonprofit School Food Service
- 28 Program by providing sufficient funds.
- 29
- 30 H. Prohibit the operation of any public lunch program under a fee, concession,
- 31 or contract agreement with a food service management company, or under
- 32 a similar agreement.
- 33
- 34 I. Make facilities and materials available during disaster or emergencies in
- 35 schools designated as disaster centers.
- 36

37
38 Auth: 230.22, F.S.
39 Imple: 228.195(3), 237.01, 237.02, and 230.23(15), F.S.; and SBE Regulations
40 6A-7.40, 6A-7.41, 6A-7.42(2), 6A-7.45, and 6A-7.46

41
42 **8.2 DIRECTOR OF SCHOOL FOOD SERVICE**

43
44 The Director of School Food Service shall work under the authority delegated by
45 the Superintendent, and shall administer school food programs, which shall meet
46 the obligations assumed by the School Board of Osceola County, Florida and the
47 Superintendent. These responsibilities and duties shall include:

- 1
- 2 A. Organization, promotion and program development.
- 3
- 4 B. Food supply, preparation and service.
- 5
- 6 C. Personnel direction.
- 7
- 8 D. Use of plant space, facilities and equipment.
- 9
- 10 E. Educational opportunities.
- 11

12 Auth: 230.22, F.S.

13 Imple: 230.33(6)(j) and 228.195(3), F.S.; and SBE Regulations 6A-7.42(2)(e),
14 6A-7.45, and 6A-7.46

15

16 8.3 PRINCIPALS

17

18 The principal shall cooperate with the Director of School Food Services in
19 administering and operating an adequate School Food Service Program in
20 compliance with federal and state laws, State Board Regulations, and the School
21 Board of Osceola County Rules.

22

23 The principal shall be responsible for the assessment of the School Food Service
24 Manager. *Adopted 6/28/94*

25

26 Auth: 230.22, F.S. Imple: 228.195(3), F.S. and SBE Regulation 6A-7.42(3).

27

28 8.4 SCHOOL FOOD SERVICE MANAGER

29

30 The School Food Service Manager shall be under the administrative supervision of
31 the principal and with the technical support of the Director of School Food
32 Services. The Manager shall be responsible for the efficient and satisfactory
33 operation of the department, following procedures and regulations of the District
34 Food Service Program. Specific duties of the Manager shall be listed in the School
35 Food Service Handbook. *Amended 6/30/92*

36

37 Auth: 230.22, F.S.

38 Imple: 228.195(3), F.S., and SBE Regulation 6A-7.40, 6A-7.41, 6A-7.42(2), and
39 6A-7.46(3)

40

41 8.5 SCHOOL FOOD SERVICE PERSONNEL

42

43 All other School Food Service Personnel are directly responsible to the Manager
44 for the performance of their assigned duties. Major responsibilities shall be listed
45 in the School Food Service Handbook.

46

47 Auth: 230.22, F.S. Imple: 228.195(3), F.S.

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8.6 PERSONNEL PRACTICES

8.6.1 Applications and Appointments

Persons desiring employment with School Food Service shall file applications with the District Personnel Office. All new employees shall be appointed on a trial basis for a ninety (90) calendar day period.

The Director of School Food Services shall present a list of qualified applicants for any vacant managerial position to the principal for his consideration, and in turn the principal in conjunction with the Director of Food Service shall submit the choice to the Superintendent and the School Board.

8.6.2 Drug Testing

All new employees will be required to take a drug screening test effective October 1, 1989.

Prior to being recommended for employment by the Superintendent, each applicant shall be required to submit a urine sample for a screening test. If the screening shows the presence of an illegal drug, the sample shall be then tested by the GCMS method.

No prospective employee will be hired if the results of the drug screening test indicate the presence of an illegal drug, regardless of the frequency or occasion. Provided, 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 can provide evidence that the drug was purchased pursuant to the provisions of Section 893.08, Florida Statutes. The Superintendent or his designee shall verify the validity of the prescription or compliance with the provisions of Section 893.08, and consider the request in light of the extent, duration and frequency of use of the drug; the underlying cause for use of the drug; and any other considerations relevant to the performance of the requirements of the position applied for. The Superintendent's decision on any request for waiver shall be final.

The term 'illegal drug' as used in this rule shall mean, any drug listed or defined as a 'controlled substance' by Chapter 893, Florida Statutes.

Applicants whose results are positive on the drug screening test may not reapply for employment until one (1) year after the date the sample was given.

Please note the following related to who is to be tested and confidentiality of testing:

- A. Employees returning from a Board approved leave of absence or sabbatical will not be tested.

1
2 B. Prospective employees will not begin work until the results are returned.
3 (Substitute employees will be available in emergency situations.)
4

5 C. The successful applicant from all employee groups (Administration,
6 Instructional, and Non-Instructional) will be tested as well as Adult
7 Education teachers and substitutes. Other personnel who have contact
8 with students as determined by the Personnel Department will be tested.
9

10 D. Test results are confidential medical records.
11

12 E. We have no plans to recommend random drug testing of current
13 employees.
14

15 Auth: 230.22, F.S.

16 Imple: 228.195, 230.23(5) and 230.33(7), F.S.
17

18 8.6.3 Qualifications for Employment
19

20 All individuals applying for a food service position shall, at the time of their
21 appointment, meet the qualifications required in the established job description for
22 that position.
23

24 8.6.4 Procedures for School Food Service Employees *Amended 6/28/94*
25

26 School Food Service employees shall be employed for the number of days
27 established by the District salary schedule. At the discretion of the Director of
28 School Food Service some staff will be assigned additional time to open and close
29 the department. *Amended 6/30/92*
30

31 School Food Service Managers shall be employed for the hours established by the
32 salary schedule. The particular number of hours worked by employees shall be
33 established by the Manager based on the current staffing formula.
34

35 Auth: 230.22, F.S.

36 Imple: 228.195, 230.23 (5) and 230.33(7), F.S; and SBE Regulation 6A-7.46(3)
37

38 8.6.5 Personal Health and Hygiene Requirements
39

40 All personnel shall comply with the provisions of the Florida Sanitary Code and the
41 guidelines of the School Food Service Handbook. All new employees of the
42 School Board within the ninety (90) day probationary period and all food service
43 employees returning from extended leave of one (1) year shall have a tuberculin
44 skin test or at their own expense a chest x-ray.
45

46 Auth: 230.22, F.S.

47 Imple: 228.195(3) and 230.23 (5), F.S.

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8.6.6 Work Habits and Work Schedules

Employees shall maintain good working habits and follow work schedules as established by the manager and described in the School Food Service Handbook.

Auth: 230.22, F.S.
Imple: 228.195 (3) and 230.23 (5), F.S.

8.6.7 Student Assistants *Amended 6/29/93 & 6/28/94*

Students may work in kitchen areas with the consent of the parent(s), teacher(s), principal, and manager. Students under the age of fifteen shall not be around, nor operate, power equipment, dishwashers, slicers, stoves or work in the cooler/freezer areas. In addition, elementary students may not work on hot food serving lines.

Students engaged in Culinary Arts Training may, as a part of their instructional program, be assigned to different areas of the Food Service Program for on site training.

Students shall not be required to work as a condition to receive free or reduced meals. All personal health and hygiene standards required of adult workers shall be observed by student helpers. As compensation for their services, students employed may be given a lunch. All regulations of child labor laws shall be strictly followed regardless of the student's grade level.

Prior to any students being assigned to work in the kitchen area of a school, the school food service manager, the principal and the Director of Food Service, shall determine the procedures to be used.

8.7 OPERATING RULES

8.7.1 Equipment *Amended 6/29/93*

The Board shall furnish and equip new departments, provide additional equipment for expansion, and pay all utility costs.

Expendable and nonexpendable equipment at each school shall be replaced during the school year by the School Food Service Department at each school from regular operating funds when available and shall follow specifications developed by the Director of the School Food Service.

At the end of each school year, inventories of expendable and nonexpendable equipment shall be completed. No School Food Service equipment shall be taken from the premises, except that for school-related use or by non-profit organizations. The group must first contact the manager for permission. The

1 manager will initiate the proper form listing the equipment to be used and obtain
2 the principal's signature and approval. If borrowed equipment is damaged or not
3 returned, it shall be repaired or replaced by the borrower.
4

5 Auth: 230.22, F.S.

6 Imple: 228.195(3) and SBE Regulation 6A-7.42(2)
7

8 8.7.2 Commodities

9
10 Commodities shall not be sold, traded, taken home or otherwise utilized except in
11 plate-lunch programs. They shall not be used for PTA refreshments, special meals,
12 school benefits dinners, or similar affairs. Accurate records shall be maintained on
13 commodities in school storerooms.
14

15 Some commodities may be used by home economics teachers for laboratory
16 instruction. The home economics teacher shall requisition commodities from the
17 School Food Service Manager at least ten (10) days in advance. A copy of the
18 requisition should be sent to the Director of School Food Service. (Refer to the
19 current Florida School Food Service Program Requirements for the latest
20 requirements of the USDA Commodity Program.)
21

22 Auth: 230.22, F.S.

23 Imple: 228.195, F.S., and SBE Regulations 6A-7.41 and 6A-7.42(2)
24

25 8.7.3 Lunch Prices

26 A. Sale Prices *Amended 6/29/93 & 6/28/94*

27
28 Sale prices for the School Food Service Program shall be established by the
29 Board, subject to change due to food price fluctuations and commodities
30 available. The Food Service Departments in the District shall participate in
31 the National School Lunch Program and serve Type A lunches priced as a
32 unit. In addition, schools may have a la carte offerings with per-unit
33 pricing.
34

35 B. Economically Needy Children *Amended 6/29/93*

36
37 Children who meet the criteria for support under the guidelines of Federal
38 Regulations Title VII, Part 245, shall be supplied a lunch without cost or at
39 a reduced price.
40

41
42 Using the current income eligibility scale or recommendations of a key
43 person such as the pupil's teacher, counselor, School Food Service
44 Manager or personnel of the Welfare Department, the principal may initiate
45 an application. A file of all economically needy lunch applications shall be
46 maintained in the Director of Food Service's office. All applications shall

1 be kept on file for three (3) years and until the appropriate audit is
2 performed, then authorization for disposal may be requested.

3
4 C. Removal of Food, USDA Commodities, Leftovers, or Supplies from the
5 Kitchen *Amended 6/29/93, Substitution 6/27/00*

6
7 Anyone removing food, USDA commodities, supplies, leftovers, or food
8 items removed from student trays for personal or non-school district use
9 shall be subject to discipline up to and including termination and/or
10 prosecution. Reusable leftovers, including both purchased foods and
11 commodities, shall be stored for future use. Leftover perishable food shall
12 be served as "seconds" to children, scrapped or, with prior Board approval,
13 donated to a bona fide charitable or nonprofit organization, which provides
14 food for the needy. Careful planning shall be practiced at all times to
15 minimize overproduction.

16
17 D. Sale of Additional Foods *Amended 6/29/93*

18
19 Sale of any food or beverage items in elementary schools other than by the
20 food service program is prohibited. In elementary and middle schools
21 when the Food Service Department sells additional foods and drinks, these
22 must meet the nutritional needs of the pupils.

23
24 The sale of food and beverage items in competition with the district food
25 service program may be permitted in middle and high schools only, with the
26 approval of the school board, one hour following the close of the last lunch
27 period provided they comply with existing federal and state regulations.

28
29 Sale of foods after the student day is permitted at all levels with permission
30 of the principal.

31
32 Sale of food items in all schools shall be in compliance with applicable
33 accreditation standards.

34
35 E. Adult Lunches

36
37 No adult meals shall be given free, except for School Food Service
38 personnel. Adults in a school on official business at lunchtime may, upon
39 payment of the established price, eat in the School Food Service
40 Department. Relatives of School Food Service personnel shall not be
41 regular customers in the cafeteria. Every guest or his host shall pay for
42 meals eaten in the lunchroom. Parents may make occasional visits to the
43 School Food Service Program. This privilege may be exercised by having
44 parents visit on special days, or as individuals, to become acquainted with
45 the program. The principal shall see that this privilege is not abused, as the
46 School Food Service Program is not in competition with commercial

1 establishments. Adults may buy a la carte items at the current adopted
2 prices.

3
4 Auth: 230.22, F.S.

5 Imple: 228.195(3), 230.2313, 231.085(5); and SBE Regulations 6A-7.40, 6A-
6 7.41, and 6A-7.42(2)

7
8 **8.7.4 Field Trips and Special Events**

9
10 It will be the responsibility of the principal to see that the manager is informed at
11 least two (2) weeks prior to any field trip or event where the students will not be
12 eating a school lunch.

13
14 Any teacher requesting packed lunches must do so a minimum of two (2) weeks
15 prior to the date needed. A count of the actual number to be packed must be given
16 to the manager the day before they are needed. The requester will be responsible
17 for providing payment for the packed lunches the day before the event

18
19 Economically needy children will be provided a packed lunch without cost or at a
20 reduced price. *Adopted 6/29/93*

21
22 **8.7.5 Operating Procedures**

23
24 A. **Discipline**

25
26 Discipline in the dining room or cafeteria shall be the responsibility of the
27 adult in charge, and the principal. School Food Service employees shall
28 not be responsible for discipline.

29
30 B. **Keys**

31
32 Delivery personnel and maintenance staff may be temporarily issued a key
33 only when authorized by the principal. Only the manager and food service
34 director shall have keys to the food storage areas; except where the
35 principal is required to have access to a electrical breaker box for safety
36 reasons. *Amended 6/30/92*

37
38 C. **Unauthorized Personnel in the Food Preparation Area** *Amended*
39 *6/29/93*

40
41 The principal shall prevent the entry of unauthorized persons in food
42 preparation areas. An unauthorized person shall be anyone other than the
43 School Food Service staff, the principal, and school personnel on official
44 business.

45
46 Teachers shall be served from the serving line, and may not enter the
47 kitchen for special service.

1
2 Relatives of School Food Service employees shall not be authorized to
3 enter 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

1 8.10 EXTRACURRICULAR USE OF THE SCHOOL FOOD SERVICE
2 DEPARTMENT *Amended 6/29/93*
3

4 Any organization desiring the use of the School Food Service Department shall
5 make arrangements through the principal and Manager well in advance of the
6 function. The use of facilities shall be subject to School Board Rule 3.12.
7

8 The School Food Service Manager, or someone from the food service staff, shall
9 be present at any time the kitchen facilities are used by an organization. This
10 individual shall be paid at an hourly rate established by the Board.
11

12 The School Food Service Department shall be left in the condition in which it was
13 found. The sponsor or teacher in charge shall be responsible for all damages and
14 any replacements, which have to be made. School Food Service Managers shall
15 cooperate with Red Cross and Civil Defense officials in case of emergencies.
16 When School Food Service kitchens are used for such emergencies, they shall be
17 left in the same condition as they were found, and all damages repaired or items
18 replaced.
19

20 Auth: 230.22, F.S.

21 Imple: 228.195(3) and 230.23(12), F.S.
22

23 8.11 FINANCE
24

25 The approved money-collection system is cashiering through the line. Checks
26 SHALL NOT be accepted by cashiers. Managers shall be responsible for daily
27 deposits. No monies shall be left in the department overnight.
28

29 Any loss or theft of records, cash, or goods shall be reported immediately to the
30 principal, Director and Superintendent. *Amended 6/28/94*
31

32 Auth: 230.22, F.S.

33 Imple: 228.195(3) and 237.01, F.S.

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Chapter 9

Administrative Personnel

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1 **9.0 ADMINISTRATIVE PERSONNEL**

2
3 9.1 EMPLOYMENT PRACTICES

4
5 9.1.1 Definition of Administrative Personnel

6
7 Administrative personnel is comprised of the Superintendent, Assistant
8 Superintendents, Executive Directors, Directors, Coordinators, Principals,
9 Assistant Principals, and those persons who may be employed as professional
10 administrative assistants to the Superintendent or to the principal, but do not
11 include secretarial, clerical or other office assistants. *Amended 6/30/92*

12
13 Auth: 230.22, F.S. Imple: 230.23(5), F.S.

14
15 9.1.2 Recruitment, Selection, and Appointment

16
17 A. Personnel Philosophy

18
19 In order to secure quality educational leadership for the children of Osceola
20 County, the School Board shall strive to acquire administrative personnel
21 who possess the following attributes:

- 22
23 (1) A high degree of competency in their area of specialization.
24
25 (2) Good physical health.
26
27 (3) Healthy social attitudes.
28
29 (4) Good mental health.
30
31 (5) A high degree of dedication to doing their utmost for children.
32
33 (6) Staunch adherence, active as well as passive, to the conviction that
34 each child is valuable and should be treated in such a manner as to
35 develop to the fullest degree possible his potential and talents.
36
37 (7) A desire to cooperate and work with other personnel for the
38 betterment of operation procedures.
39
40 (8) A profound and vital respect for the teaching profession and the
41 nation, state and community it serves.

42
43 B. Qualifications of Administrative Personnel

- 44
45 (1) To be eligible for appointment in any position in the School District
46 of Osceola County, a person shall be of good moral character and
47 shall when required by law, hold a certificate or license issued under

1 regulations of the State Board of Education, Section 231.02,
2 Florida Statutes.

- 3
4 (2) No person shall be employed as administrator who has not had
5 three (3) or more years of experience in his area of specialization,
6 and has not attained the age of twenty-three (23) years. In
7 addition, no person shall be employed as a Principal, Assistant
8 Principal, or any instructional administrator at the district level who
9 has not had three (3) or more years of experience in an instructional
10 position. This requirement may be waived by the Board upon the
11 recommendation of the Superintendent, except in the case of the
12 Board's appointment of principals, or for the office of
13 Superintendent. *Amended 6/30/92*
- 14
15 (3) All employees requiring certification shall be certified in the area in
16 which their major assignment is made. The Superintendent shall
17 approve any exceptions and report such to the Board.
- 18
19 (4) Florida Statutes 876.05 requires all persons who are on the payroll
20 of the School District to take an oath to support the Constitution of
21 the United States and of the State of Florida. The oath, as amended
22 by the United States Supreme Court, is included in the Appendix to
23 these Rules.
- 24
25 (5) All employees not under the Teacher Retirement System are
26 required to become members of the Florida Retirement System. All
27 employees belonging to the Florida Retirement System must
28 contribute to Social Security.
- 29
30 (6) All employees must complete a W-4 form to authorize proper
31 withholding of monies for income tax purposes.
- 32
33 (7) All new employees will be required to take a drug test effective
34 October 1, 1989.
- 35
36 a. Prior to being recommended for employment by the
37 Superintendent, each applicant shall be required to submit a
38 urine sample for a screening test. If screening shows the
39 presence of an illegal drug, the sample shall be then tested
40 by the GCMS method.
- 41
42 b. No prospective employee will be hired if the results of the
43 drug-screening test indicates the presence of an illegal drug,
44 regardless of the frequency or occasion. However, the
45 prospective employee may request a waiver if he/she can
46 show a valid prescription for the drug, issued by a licensed
47 medical practitioner or if he/she can provide evidence that

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the drug was purchased pursuant to the provisions of Section 893.08, Florida Statutes. The Superintendent or his designee shall verify the validity of the prescription or compliance with the provisions of Section 893.08, and consider the request in light of the extent, duration and frequency of use of the drug; the underlying cause for use of the drug; and any other considerations relevant to the performance requirements of the position for which applied.

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

- 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

1 employment file a complete set of fingerprints taken by an
2 authorized law enforcement officer or an employee of the School
3 District who is trained to take fingerprints. These fingerprints shall
4 be submitted to the Department of Law Enforcement for state
5 processing and to the Federal Bureau of Investigation for federal
6 processing.

7
8 All prospective employees former employees with a break in service
9 of ninety (90) or more days shall be on probationary status pending
10 fingerprint processing and determination of compliance with
11 standards of good moral character. Employees found through
12 fingerprint processing to have been convicted of a crime involving
13 moral turpitude shall not be employed in any position requiring
14 direct contact with students. The Superintendent or his/her
15 designee shall review the criminal history of each employee for
16 compliance with standards of good moral character. For the
17 purposes of this subsection, "a crime involving moral turpitude"
18 shall be defined consistent with current state law.

19
20 All prospective employees and former employees with a break in
21 service of ninety (90) or more days will pay the full cost for
22 processing of fingerprints with the Florida Department of Law
23 Enforcement and the Federal Bureau of Investigation.

24
25 The Superintendent shall develop procedures to implement
26 fingerprint processing of employees in accordance with this Rule
27 and Florida Statutes.

- 28
29 (9) Applicants shall provide true and accurate information on the
30 application form when applying for a position. If inaccurate
31 information is given, and discovered by the School District during
32 the applicant's probationary period, the applicant may not be
33 considered for employment until one (1) year after the date of the
34 application.

35
36 Any employee who is discovered to have given inaccurate,
37 incomplete or false information on the application form shall be
38 considered for disciplinary action up to and including termination.

39
40 (10) Reporting of Arrests

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, withholding
46 of adjudication, commitment to a pretrial diversion program, or
47 entering a plea of guilty or Nolo Contendere for any criminal

1 offense other than a minor traffic violation within 48 hours after the
2 final judgment shall also be reported in the same manner.

3
4 Auth: 231.001 & 231.02, F.S.

5
6 C. Employment Procedures - Administrative

7
8 (1) Statutory - Record of Personnel

9
10 For the purpose of improving the quality of administrative services,
11 the Superintendent shall establish procedures for the performance
12 of duties and responsibilities of administrative personnel as
13 provided in subsection (2) of Section 231.29, Florida Statutes, and
14 shall open the assessment file only to those individuals designated in
15 subsection (3) of Section 231.29, Florida Statutes.

16
17 (2) Application Forms

18
19 Application forms for administrative positions may be obtained
20 from the Superintendent's Office. The completed application shall
21 be given to the Superintendent or his designee.

22
23
24 (3) Personnel Interviews and Application Procedures

25
26 The Superintendent shall be expected to recommend for
27 administrative positions only the best qualified candidates from as
28 large a list as possible of eligible persons.

29
30 In accordance with State Statutes, all school based administrative
31 positions must be filled utilizing the Board approved HRMD Plan
32 for application and interview processes.

33
34 (4) Disposition of Application

35
36 An applicant who has been appointed by the Board shall be notified
37 in writing of the appointment and shall be given a period not to
38 exceed fifteen (15) days to accept or reject the appointment.

39
40 Auth: 230.22, F.S.

41 Imple: 231.02, 230.23(5), 231.03, 231.031, 231.15-231.17, 121.051, 876.05,
42 230.33(7), 231.29(2) and (3), F.S.

43

1 9.1.3 Certification

2
3 A. General Information

4
5 It is the responsibility of the employee to secure a valid certificate, where
6 required. Application forms may be secured from the Superintendent's
7 office. All certificate applications should be processed through the District
8 contact for certification in order to receive priority attention from the
9 Certification Section of the State Department of Education.

10
11 When there is a change in name, the name shall be changed on the
12 certificate and the new certificate recorded in the Superintendent's office
13 before any records may be changed.

14
15 This shall be done by sending the old certificate and the appropriate form
16 and fee to the Certification Section, State Department of Education,
17 Tallahassee, Florida. Each member of the administrative staff holding a
18 certificate shall file it with the Superintendent immediately upon receipt
19 thereof.

20
21 All new administrative employees will pay the full cost of processing
22 fingerprints with the Florida Department of Law Enforcement and the FBI.

23
24 B. Extension of Certificate

25
26 The extension of teaching certificates shall be made in accordance with the
27 provisions of Section 231.24, Florida Statutes, and State Board Regulation
28 6A-4.04 and shall be a responsibility shared between the individual and the
29 State Department of Education. Inservice training may be used to extend a
30 certificate.

31
32 Auth: 230.22, F.S.

33 Imple: 231.02 and 231.24, F.S.; and SBE Regulations 6A-4.02, 6A-1.69,
34 and 6A-4.05

35
36 9.1.4 Health Certificates

37
38 All employees of the Board shall have a tuberculin skin test or, at their own
39 expense, a chest X-Ray on the initial date of employment or within sixty (60) days
40 after employment begins. Additional tuberculin tests may be required at the
41 Superintendent's discretion.

42
43 Auth: 230.22, F.S.

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

1 9.1.5 Assignments and Transfers

2
3 The School Board shall act on recommendations of the Superintendent regarding
4 transfer and promotion of any employee. Assignments shall be based on the
5 qualifications of the employee and the requirements of the position to which he
6 would be transferred.

7
8 Auth: 230.22, F.S. Imple: 230.23(5), F.S.

9
10 9.1.6 Contracts

11 The School Board shall provide written contracts for all administrative personnel.
12 The contract shall be in accordance with the salary schedule adopted by the School
13 Board and shall be in writing for definite amounts for definite terms of service, and
14 shall specify the number of monthly payments to be made. All such contracts shall
15 be executed in duplicate and true signature copy retained by the Board in the office
16 of the Superintendent. The School Board is prohibited from paying any salary to
17 any member of the administrative staff, except when this provision has been
18 observed. The Board cannot enter into a contract with the prospective employee
19 until the employee has a valid Florida certificate, where required. However, if an
20 application for a certificate has been filed through the District contact for
21 certification, with the necessary attachments, a contract may be issued on the basis
22 of a State Department of Education number assignment on the SDE Official
23 Receipt and Acknowledgment form on the status report sent to the District contact
24 person each month. If, after the second pay period since employment began, a
25 valid certificate is not presented to the District office, further checks may be
26 withheld.
27

28
29 A. Return to Annual Contract Status

30
31 Any administrative employee under continuing contract may be dismissed
32 or returned to annual contract status after due process, as provided in
33 Board Rule 10.2.

34
35 B. The Necessity to Choose Between Personnel on Continuing Contract

36
37 Should the Board have to reduce personnel due to consolidation, the
38 criteria for determining which employees on continuing contract shall
39 remain shall be based on the conditions set forth in Section 231.36,
40 subsection (5), Florida Statutes, and the Board shall follow those
41 procedures set forth in Board Rule 10.1.

42
43 C. Administrative Contracts

44
45 Each administrator shall be issued an administrative contract in accordance
46 with Florida Statutes.
47

1 Auth: 230.22, F.S.

2 Imple: 231.36, 120.53(1) and 120.57-120.59, F.S.

3
4 9.1.7 Suspension and Dismissal

5
6 Suspension or dismissal of administrative employees shall follow those procedures
7 contained in Board Rule 10.3, except that the Superintendent may suspend
8 administrative employees in an emergency in accordance with provisions of
9 Section 230.33, subsection (7)(e), Florida Statutes.

10
11 Unethical use or administration of test materials may constitute a violation of
12 Florida Statutes 228.301, Test Security, and may result in fines, imprisonment,
13 and/or dismissal of involved employees.

14
15 Auth: 230.22, F.S.

16 Imple: 230.33 (7) (e), 120.57-120.59, 231.085 (2), and 231.36(6), F.S.

17
18 9.1.8 Resignations and Terminations

19
20 A. Resignation

21
22 All administrative personnel requesting to be released from their contract
23 shall submit a letter in writing, giving reason and effective date, to their
24 immediate superior, who shall forward the letter with a recommendation to
25 the Superintendent for Board consideration.

26
27 B. Release from Contract

28
29 Any employee who shall violate the terms of his contract by leaving his
30 position without first being released from his contract by the Board shall be
31 reported to the Educational Practices Commission. The Board shall take
32 official action on such violation and furnish a copy of the proceedings to
33 the Certification Section of the State Department of Education in
34 accordance with Section 231.36, subsection (2), Florida Statutes.

35
36 C. Release from Appointment

37
38 The Board shall not feel obligated to release an employee from contractual
39 obligations unless sufficient notice is given for appointment of a
40 replacement. Moreover, such release shall not be made if it would be to
41 the detriment of the school and the educational welfare of the children.

42
43 Auth: 230.22, F.S.

44 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
30 Board 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
41 leave shall be paid as terminal leave pay. . For employees with five or more
42 years experience in the District, terminal payment for unused vacation leave
43 shall be made to the District's Section 401(a) qualified Special Pay Plan to
44 the extent allowed by the plan document and applicable law. Those persons
45 entering the Deferred Retirement Option Program (DROP) may choose to
46 receive payment for all or part of their accumulated vacation leave at the
47 time of entrance into the DROP. Those persons choosing to receive a

1 partial payment will receive the remainder at the time of separation from
2 employment. *Amended 6/16/98 & 6/27/00*

3
4 Employees in positions earning vacation leave who transfer or are assigned
5 to positions which do not earn vacation leave may receive payment for
6 unused vacation at time of transfer or reassignment. For employees with
7 five or more years experience in the District, such payment for unused
8 vacation leave shall be made to the District's Section 401(a) qualified
9 Special Pay Plan to the extent allowed by the plan document and applicable
10 law. *Amended 6/27/00*

- 11
12 E. Vacation shall not be taken until it is earned; however 50% of the annually
13 earned vacation must be used annually.
- 14
15 F. The Christmas vacation period, other than legal holidays during this period,
16 shall be a part of the vacation period, unless the employee is actually on
17 duty.
- 18
19 G. Vacation time shall be scheduled with the approval of the Superintendent
20 or Supervisor so that there will be a minimum of disruption in the operation
21 of the school system. *Amended 7/23/91*

22
23 Auth: 230.22, F.S.

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

25
26 9.2.3 Temporary Duty Assignment of Employees

27
28 When mutually agreed upon, employees may be assigned to be temporarily absent
29 from their regular duties and places of employment for the purpose of performing
30 other education services, including participation in school surveys, professional
31 meetings, study courses, workshops, etc. Such assignment to temporary duty shall
32 ordinarily be initiated by the District administration, but an employee may request
33 assignment to temporary duty, subject to the approval of the Superintendent.
34 Employees shall receive their regular pay and may be allowed expenses as
35 provided in Board Rule 2.4.8. Such temporary duty shall be considered equal to
36 the regular duties of the individual, and employees performing such assigned duties
37 shall not be considered to be on leave. Employees may not be assigned for
38 temporary duty for the purpose of earning college credits, improving rank or
39 renewing certificates, except when participating in a staff development program
40 approved by the Board.

41
42 Auth: 230.22, F.S.

43 Imple: SBE Regulation 6A-1.84 and 231.42, F.S.

1 9.2.4 Evaluations

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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.

10 Auth: 230.22, F.S. Imple: 231.29(2), F.S.

11

12 9.2.5 Assessment File

13
14
15
16
17
18

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.

19 Auth: 230.22, F.S. Imple: 231.29(3), F.S.

20

21 9.2.6 Professional Organizations

22
23
24
25
26
27

Administrative employees are encouraged to participate in the activities and meetings of professional organizations related to their assignments and in which they hold membership. These organizations may be local, state or national in scope. Payroll deductions for membership dues shall be authorized by the employee, upon approval of the Superintendent.

28
29 Auth: 230.22, F.S. Imple: 231.42, F.S.

30

31 9.2.7 Workers ' Compensation

32
33
34
35
36
37

All employees of the Board are entitled to benefits of Workers' Compensation when qualified as prescribed under Florida Law. The employee shall receive his regular salary less workers' compensation payments while on illness-in-line-of-duty leave.

38 Auth: 230 . 22, F.S . Imple: 231.39, F.S.

39

40 9.2.8 Pallbearer

41
42
43
44
45
46

The Superintendent, head of a department, or a principal shall have the authority to allow any employee to act as a pallbearer.

Auth: 231. 22, F.S . Imple: 230.33(7) and 231.085, F.S.

1 9.2.9 Residence

2
3 Administrative personnel employed by the Board are encouraged, but not required,
4 to live in Osceola County. Living out of the county does not exempt the
5 administrator in any way from his duties.

6
7 Auth: 230. 22, F.S. Imple: 230 . 23 (5), F.S.

8
9 9.2.10 Required Medical Examinations *Adopted 6/29/93*

10
11 In the event any employee is unable to perform the essential functions of the job
12 notwithstanding attempts to provide reasonable accommodations, then the School
13 District shall have the right to require a physical, medical and/or psychological
14 examination at any time conditions indicate the need. Any examination required by
15 the School District shall be at the School District's expense. An employee who
16 refuses a physical, medical and/or psychological examination when the School
17 District directs the examination may be subject to job action; including, but not
18 limited to suspension or dismissal for insubordination.

19
20 9.3 LEAVES OF ABSENCE

21
22 A. During the school year, when it is necessary to be absent from duty, any
23 administrative employee may secure leaves of absence as prescribed by law,
24 pursuant to rules of the Board. Any such leave shall be classified as one of
25 the following:

- 26
27 (1) Illness-in-line-of-duty leave (without pay)
28
29 (2) Maternity leave (without pay)
30
31 (3) Military leave (without pay)
32
33 (4) Personal leave (without pay beyond the six [6] charged to sick
34 leave)
35
36 (5) Professional leave (with pay)
37
38 (6) Extended professional leave ((without pay)
39
40 (7) Sabbatical leave (with pay)
41
42 (8) Sick leave (with pay)
43
44 (9) Vacation (with pay)
45
46 (10) Adoptive leave (without pay)
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- (11) Jury Duty leave (with pay)
- (12) Witness leave (with pay)
- (13) Charter School Leave
- (14) Natural Disaster Leave

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

B . Family Medical Leave *Adopted 6/28/94 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.

- (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

1 d. Leave due to employee's own serious health condition that makes
2 the employee unable to perform the functions of his/her position
3 because he/she is:

- 4
- 5 1. unable to work at all due to the serious health condition; or
- 6
- 7 2. unable to perform any one of the essential functions of the
- 8 position within the meaning of the Americans with
- 9 Disabilities Act, due to the serious health condition.

10

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

20

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

31

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

39

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

- 43
- 44 a. His/her own serious health condition.
- 45
- 46 b. Circumstances beyond his/her control.
- 47

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

2 Authority: F.R. 825.209

- 3
4
5 (5) Employees must give 30 days advance notice to the District of the need to
6 take unpaid FMLA leave when it is foreseeable. When it is not practicable
7 under the circumstances to provide such advance notice, notice must be
8 given "as soon as practicable," ordinarily within one or two business days
9 of when the employee learns of the need for the leave. F.R. 825.100;
10 825.302.
- 11
12 (6) Employees who wish to take Medical Leave as outlined above, should
13 consult with employers when giving notice and make reasonable efforts to
14 schedule the leave so as not to unduly disrupt the employer's operations,
15 subject to approval of the health care provider (F.R. 825.302; 825.303).
- 16
17 (7) Medical leave as outlined above may be taken intermittently when
18 medically necessary. Under such circumstances, the employer may require
19 the employee to transfer temporarily, during the period the intermittent or
20 reduced leave schedule is required, to an available alternative position for
21 which the employee is qualified and which better accommodates recurring
22 periods of leave than does the employee's regular leave position (F.R.
23 825.203; 825.204).
- 24
25 (8) Although FMLA leave is generally unpaid, the Act permits an employee to
26 substitute accrued paid leave under certain circumstances. Accrued paid
27 vacation or personal leave may be substituted for any FMLA qualifying
28 purposes. Any accrued paid leave used will run concurrently with the
29 employee's FMLA leave. If the employer designates the leave as FMLA
30 leave, the employee's FMLA 12-week leave entitlement may run
31 concurrently with a worker's compensation absence when the injury is one
32 that meets the criteria for a serious health condition.
- 33
34 As the worker's compensation absence is not unpaid leave, the provision
35 for substitution of the employee's accrued paid leave is not applicable (F.R.
36 825.207).
- 37
38 (9) The District will require a medical certification from a health care provider
39 to support ALL FMLA leave requests. Employees must provide such
40 certification in a timely manner. In addition, for leaves due to a serious
41 health condition, a periodic status report will be required and the employee
42 will be required to provide a fitness-for-duty at the time the employee
43 returns to work. Also, the employee has a responsibility to advise Risk &
44 Benefits Management of any significant changes in his/her condition or
45 condition of family member who is under his/her care. Any employee
46 contact changes during the leave need to be submitted to Risk & Benefits
47 Management immediately. (F.R. 825.305).

1
2 (10) An eligible employee who takes FMLA leave is entitled to be restored to
3 the same position that the employee held when the leave started, or to an
4 equivalent position with equivalent benefits, pay, and other terms and
5 conditions of the employment.
6

7 9.3.1 Authority for Leave
8

9 The granting of leave shall be at the discretion of the Board, except as provided by
10 law. The Superintendent may grant leaves according to Board Rule. When leave
11 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
17 release administrative employees for less than one-half (1/2) day for temporary
18 absence without requesting approval of the Superintendent or the Board, provided,
19 however, that these temporary absences are kept to a minimum.
20

21 Auth: 230.22, F.S.

22 Imple: 231.39, F.S.
23

24 9.3.2 Advance Granting of Leave
25

26 Leave shall be officially granted in advance and not retroactively. However,
27 supervisors may approve leave for sickness or emergencies retroactively if a
28 prompt request is made to the proper authority. *Amended 6/30/92*
29

30 Auth: 230.22, F.S.

31 Imple: 231.39, F.S.
32

33 9.3.3 Purpose Specified
34

35 Leave granted on the request of an employee shall be for a particular purpose or
36 cause which shall be set forth in a written application. The Board reserves the
37 right to determine that the leave is used for the purpose or cause set forth in the
38 application. If not so used as specified, the leave may be subject to cancellation by
39 the Board.
40

41 Auth: 230.22, F.S.

42 Imple: 231.39, F.S.
43

44 9.3.4 Illness-in-Line-of-Duty Leave
45

46 Any administrative employee shall be entitled to a maximum of ten (10) days per
47 school year of illness-in-line-of-duty leave when absence from his duties is

1 necessary because of personal injury received in the discharge of duty or because
2 of illness from a contagious or infectious disease contacted in school work.
3 Requirements for such leave are found in Section 231.41, Florida Statutes.

4
5 Auth: 230.22, F.S. Imple: 231.41, F.S.

6
7 9.3.5 Maternity Leave

8
9 Maternity leave shall be granted for absence necessary by reason of pregnancy and
10 childbirth. Sick leave may be granted for maternity leave, to the extent of an
11 employee's eligibility for sick leave, at the option of the employee.

12
13 Auth: 230.22, F.S.
14 Imple: 231.39(s) 231.40, F.S.

15
16 9.3.6 Adoptive Leave

17
18 Any administrative employee adopting a child shall be entitled to adoptive leave
19 without pay not to exceed one (1) year.

20
21 Auth: 230.22, F.S.
22 Imple: 231.39 and 115.07, F.S.

23
24 9.3.7 Military Leave

25
26 Military leave shall be granted without pay, except as provided by Section 115.07,
27 Florida Statutes, to employees who are required to serve in the Armed Forces of
28 the United States or of this state, in fulfillment of obligations incurred under
29 Selective Service laws or because of membership in reserves of the Armed Forces
30 or National Guard. At the termination of this service, employees must make
31 application for re-employment within six (6) months following the date of
32 discharge or release from active duty. The School Board shall have a period not to
33 exceed six (6) months, to reassign the employee to duty in the school system.
34 Military leave shall not be counted as years of service toward a continuing
35 contract.

36
37 Auth: 230.22, F.S.
38 Imple: 231.39 and 115.07, F.S.

39
40 9.3.8 Personal Leave

41
42 A. Administrative employees may be granted personal leave without pay by
43 the Superintendent or Supervisor as follows:

44
45 All personal leave shall have prior approval of the Supervisor; otherwise,
46 the person is subject to dismissal. Such requests shall be submitted to the

1 Supervisor at least one (1) week prior to the starting date of leave, except
2 in case of emergency. *Amended 7/23/91*

3
4 B. An administrative employee may be absent for six (6) days each school year
5 with pay for personal reasons. Such absences shall be charged only to
6 accrued sick leave, and leave for personal reasons shall be noncumulative.
7 Applications for such leave shall be approved in the same manner as for
8 sick leave except that no reason need be given by the employee for
9 personal leave with pay other than "personal reason".

10
11 C. An employee on personal leave without pay may not receive holiday pay
12 unless he works the day before and the day after the holiday.

13
14 Auth: 230.22, F.S. Imple: 231.43, F.S.

15
16 9.3.9 Professional Leave

17
18 Professional leave is defined as leave granted to an administrative employee to
19 engage in activities which will result in his professional benefit or advancement,
20 including earning of college credits and degrees, or that will contribute to the
21 profession of teaching. Professional leave will ordinarily be initiated by the
22 employee and will be primarily for his benefit, or that of the teaching profession,
23 and only incidentally for the benefit of the School District.

24
25 The School Board may grant any member of the administrative staff three (3)
26 consecutive weeks' professional leave during any fiscal year with compensation
27 when school is not in session. Professional leave shall be cumulative for not more
28 than two (2) years and shall receive the prior approval of the Superintendent.

29
30 Auth: 230.22, F.S. Imple: 231.3(1), F.S. and SBE Regulation 6A-1.81

31
32 9.3.10 Sabbatical Leave *Reformatted 6/22/99*

33
34 A. Sabbatical leave for study or research may be granted to administrative
35 employees by the Board upon recommendations of the Superintendent.
36 Such leave shall be granted under the following conditions:

37
38 (1) Sabbatical leave shall be in recognition of significant service to the
39 District for the purpose of encouraging scholarly achievement
40 which contributed to the professional effectiveness of the members
41 of the staff and the value of their subsequent service to the School
42 District.

43
44 (2) A sabbatical leave may be granted for one (1) full year.
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- (3) An administrator on sabbatical leave shall be given compensation of half pay for such leave, as provided by the Board in accordance with Section 231.29, subsection (1), Florida Statutes.
- (4) The penalty for breaking the sabbatical leave contract shall involve either:
 - a. The Administrator's refunding any salary received during his sabbatical leave or
 - b. The Administrator's paying the Board's incurred cost for collecting said monies.

B. Term of Leave

Sabbatical leave may be granted for one (1) full year at half (1/2) pay.

C. Applicable Period

Applications for sabbatical leave, including a plan of study must be submitted to the Superintendent during the period of February 1 through March 31, preceding the year for which the leave is granted. Applicants will be notified no later than April 20 as to the disposition of their applications.

D. Review of Sabbatical Leave Requests

A sabbatical committee consisting of three (3) administrators appointed by the Superintendent shall serve as a screening committee. This committee shall submit a list in priority order to the Superintendent of their recommendations. The committee shall consider the following criteria in making their recommendations to the Superintendent.

Is the sabbatical leave for the purpose of developing skills for:

- (1) a new position
- (2) his or her existing position, or
- (3) transfer into another existing position?

E. Eligibility

In order to be eligible for sabbatical leave an administrator must have completed four (4) years of service as an administrator in Osceola District Schools.

1 F. Returning From Sabbatical

2
3 Upon termination of the sabbatical leave, the returnee shall return to an
4 administrative position in the district for which he is qualified and expected
5 to be available for two (2) years service as recommended by the
6 Superintendent.

7
8 G. Penalties

9
10 (1) The penalty for failure to return to employment after sabbatical
11 leave shall be:

12
13 a. The administrator's refunding all salaries received during his
14 sabbatical leave, and

15
16 b. The administrator's paying all costs and fees incurred by the
17 Board for collecting such monies.

18
19 (2) The penalty for failure to be available for employment the second
20 year after returning from sabbatical leave shall be:

21
22 a. The administrator's refunding one-half (1/2) of all salaries
23 received during such leave, and

24
25 b. The administrator's paying all costs and fees incurred by the
26 Board for collecting such monies.

27
28 These penalties shall be imposed by the Superintendent unless
29 waived by the Board for specific, clearly documented hardship
30 cases.

31
32 9.3.11 Educational Expenses

33
34 In lieu of sabbatical leave, the School Board may approve school expenses for an
35 administrator in an approved degree program, for an amount not to exceed that
36 which the administrator would have earned during regular sabbatical leave.

37
38 Auth: 230.22, F.S

39 Imple: 231.39, F.S, SBE Regulation 6A-1.81

40
41 9.3.12 Sick Leave

42
43 Any administrative employee of the District who is unable to perform his duty
44 because of personal illness, or because of the illness or death of a father, mother,
45 brother, sister, husband, wife, child, or other close relative or member of his own
46 family (as defined by the Internal Revenue Service publication, Your Federal
47 Income Tax), and who consequently has to be absent from work, shall be granted

1 leave of absence by the Superintendent or by someone designed in writing by him
2 to do so. The following provisions shall govern sick leave;

3
4 A. Each administrative employee employed on a full-time basis shall be
5 entitled to one (1) day of sick leave for each month of employment to be
6 credited at the end of the month. An employee earning pay for at least
7 seventy-five percent (75%) of the workdays in the month shall be treated as
8 earning benefits for a month of employment.

9
10 B. Terminal Pay for Accumulated Sick Leave *Amended 6/27/95 & 6/17/97*

11
12 (1) For those persons employed by the District prior to July 1, 1995 the
13 following applies:

14
15 The Superintendent and any administrative employees eligible to
16 retire as an employee of the School Board, or his/her beneficiary if
17 service is terminated by death, and retirees returning to active
18 employment shall be entitled to payment for accumulated sick leave
19 as follows:

- 20
21 a. During the first 3 years of service, the daily rate of pay
22 multiplied by 35 percent times the number of days of
23 accumulated sick leave.
24
25 b. During the next 3 years of service, the daily rate of pay
26 multiplied by 40 percent times the number of days of
27 accumulated sick leave.
28
29 c. During the next 3 years of service, the daily rate of pay
30 multiplied by 45 percent times the number of days of
31 accumulated sick leave.
32
33 d. During the next 3 years of service, the daily rate of pay
34 multiplied by 50 percent times the number of days of
35 accumulated sick leave.
36
37 e. During and after the 13th year of service, the daily rate of
38 pay multiplied by 100 percent times the number of days of
39 accumulated sick leave.

40
41 It is the intent of this section to clarify the policy that was in effect
42 on July 1, 1995.

43
44 (2) For those persons employed by the School Board on or after July 1,
45 1995 the following applies:
46

1 The Superintendent and any administrative employee eligible to
2 retire as an employee of the School Board, or his/her beneficiary if
3 service is terminated by death, and retirees returning to active
4 employment shall be entitled to payment for the maximum
5 accumulated sick leave allowed by law at time of termination.

6
7 (3) Years of service shall mean the number of years as an employee of
8 the School Board of Osceola County, Florida.

9
10 (4) Payment shall be made at the current daily rate of pay.

11
12 (5) For employees with five or more years experience in the District,
13 terminal payment for unused sick leave shall be made to the
14 District's Section 401(a) qualified Special Pay Plan to the extent
15 allowed by the plan document and applicable law. *Adopted 6/27/00*

16
17 (6) Annual contributions to the Special Pay Plan ("the plan") based on
18 accumulated sick leave shall be made for employees enrolled in
19 DROP to the extent allowed by the plan document and applicable
20 law. Such contributions will be calculated each June 30 subsequent
21 to the employee's enrollment in DROP. Days for which
22 contribution is made to the plan will be deducted from the
23 employee's leave balance on a first in first out basis. Contributions
24 will be calculated based on the employee's daily rate of pay as of
25 each computation date. Amounts contributed will not be adjusted
26 for subsequent changes in daily rate of pay. The cumulative total
27 number of days for which contributions are made to the plan and
28 paid as terminal sick pay will not exceed the number of days for
29 which payment would be allowed as terminal sick pay under rules in
30 effect on each computation date. For this calculation, days
31 previously deducted due to plan contributions will be added back to
32 leave balances on the computation date. Days previously
33 contributed to the plan properly computed as of the computation
34 dates will not be withdrawn due to subsequent leave usage by the
35 employee or other subsequent events, except as required by law or
36 rule. *Adopted 6/27/00*

37
38 Auth: 231.001 & 231.40(3)(a), F.S.

39
40 C. Any administrative employee shall, before claiming and receiving
41 compensation for the time absent from his/her duties while on sick leave,
42 make and file by the end of the school month following his return, a written
43 certificate to the Superintendent, which shall set forth the day or days of
44 absence, indicating that such leave was necessary and that he is or is not
45 entitled to receive pay in accordance with the sick leave policy.

1 In cases of investigated sick leave abuse, the supervisor may recommend to
2 the Superintendent that the employee present a certificate of illness from a
3 licensed physician. *Adopted 6/29/93*

4
5 D. Absence because of illness beyond accumulated sick leave is considered
6 personal leave.

7
8 E. Sick leave may be taken for maternity disability as provided herein and in
9 the Board Rule 9.3.5.

10
11 F. The total unused portion of the annual sick leave shall be permitted to
12 accumulate indefinitely.

13
14 G. Personnel formerly employed in Osceola District Schools shall have any
15 accumulated sick leave reinstated upon reemployment. The reinstated
16 leave shall be reduced only to the extent that the number of days used in
17 another district exceeds the number earned in that district.

18
19 H. Sick leave used will be charged to accumulated balances on a last-in-first-
20 out basis. *Adopted 6/27/00*

21
22 I. Employees' Voluntary Sick Leave Bank

23
24 (1) Membership

25
26 Any full-time employee of the Board, having been employed by the
27 School Board for at least one (1) year and having at least ten (10)
28 days accrued sick leave by the end of September of each year
29 (inclusive of four [4] days sick leave advanced), may enroll in the
30 sick leave bank by voluntarily contributing one (1) sick leave day to
31 the Bank. The enrollment shall be opened each year during the
32 months of September and February only. Employees on leave
33 returning to service may join the Bank within ten (10) days of their
34 employment if they meet all other criteria.

35
36 a. Enrollment must be made on the prescribed form furnished
37 by the Personnel Department.

38
39 b. Any sick leave day contributed pursuant to this section shall
40 be removed from the personally accumulated sick leave
41 balance of that employee and shall not be returned except as
42 provided in section (9).

43
44 c. Membership in the Sick Leave Bank shall be continuous
45 from the initial enrollment until an individual member has
46 withdrawn from the plan or has drawn the maximum
47 allowed from the Bank (see [6d]).

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(2) Establishment and Duration

- a. The Sick Leave Bank will not come into existence until at least 20% of the total number of employees eligible to join the pool elect to do so and will remain in existence unless the participation drops below 20% of the number of employees eligible. The Board shall provide for the establishment of a Sick Leave Bank no later than February 1, 1986.
- b. In the event the Sick Leave Bank is discontinued, distribution of remaining sick leave days will be in accordance with section 9 below.

(3) Replenishment Contributions

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

(4) Administration and Governance

- a. A Personnel Department Committee will administer the Sick Leave Bank and will determine the validity of claims against the Bank.
- b. The Personnel Department will make available on annual report of usage of the Bank to the School Board and to participating members.
- c. Appeals shall be handled by the Superintendent who will establish a five member Appeals Committee, representative of both Association and management for the purpose of settling any dispute arising from claims against the Bank. The Committee will be comprised of two members appointed from the OCTA appointed by the President and two members appointed by the Superintendent, and one Professional Support Staff employee mutually agreed upon by the Association President and the Superintendent. This Appeals Committee shall be the final authority on all disputes or interpretation involving eligibility for benefits.

(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

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absent from work for an extended period of time, the employee may receive paid leave as follows:

- a. All accumulated sick leave of the employee must first be expended, followed by a leave, not charged to sick; of five (5) work days per incident.
- b. Applications must be made to the Personnel Department including a statement from a doctor attesting to the member's extended illness, accident or injury. The statement must certify:
 - 1. The nature of the illness, accident or injury.
 - 2. That in the event of an operation, it is absolutely necessary and could not be reasonably be delayed until a break in the employee's duty schedule.
 - 3. The probable date the member would be able to return to work.
- c. Application must also provide permission to investigate medical records and other information needed for review or appeal.
- d. A participating member shall not be eligible to use sick leave from the Bank if the employee is on leave for injury or illness in the line of duty, worker's compensation, or on medical retirement.

(6) Benefits *Amended 6/30/92*

- a. All cases will be reviewed by the Sick Leave Bank Approval Committee when each twentieth (20th) day of benefits has been reached up to the maximum amount allowable. At this time, the Committee may request additional medical certification. Also, at this time, any sick leave which may have been accrued by the participant must then be used before resumption of drawing from the Sick Leave Bank.
- b. Upon approval of application, a member will be allowed to draw up to a maximum of forty (40) paid sick leave days from the Bank, provided there remain sufficient leave days in the Bank.

1 c. The employee shall not have to pay back in any manner the
2 number of days used from the Sick Leave Bank except as
3 outlined in Section (7) below.

4
5 d. In the event a member draws from the Sick Leave Bank,
6 that individual membership shall be suspended from the
7 Bank membership after drawing all days authorized from the
8 Bank. Such individuals may reinstate membership by
9 meeting qualifications in section (1) above.

10
11 (7) Participation Abuse

12
13 Alleged abuse of the Sick Leave Bank shall be investigated by the
14 Personnel Department. If an employee is found to have abused the
15 use of the Sick Leave Bank, the employee shall repay all sick leave
16 credited (in dollars) drawn from the Sick Leave Bank and, after
17 review by the Appeals Committee, be subject to such other
18 disciplinary action as determined by the School Board.

19
20 (8) Withdrawal From Participation

21
22 Any participating employee who wishes to withdraw from
23 participation in the Sick Leave Bank may do so and withdrawal will
24 be effective immediately upon receipt by the Personnel Department
25 of written notification of the employee's intent to withdraw. Any
26 previously contributed sick leave will become the property of the
27 Sick Leave Bank.

28
29 (9) Discontinuance of Sick Leave Bank

30
31 If it becomes necessary to terminate the Sick Leave Bank, unused
32 sick leave in the Bank will be distributed in the following manner:

33
34 a. Each member will receive an equal share of the unused days
35 to be credited to his personal accumulated sick leave
36 account in fourths of a day.

37
38 b. Any balance left will be disposed of at the sole discretion of
39 the Board.

40
41 c. In no instance will the days credited back to members be
42 greater than the number remaining in the Bank.
43

1 d. Any member joining this Sick Leave Bank acknowledges
2 that the limits of liability for any challenge to the Appeals
3 Committee's decision is limited to the number of days the
4 individual contributed to the Bank.

5
6 Auth: 230.22, F.S. Imple: 231.29 and 231.40, F.S.

7
8 9.3.13 Unauthorized Leave

9
10 All absence of Board employees from duty for good reason shall be covered by
11 leave duly authorized. An employee willfully absent from duty without leave shall
12 forfeit compensation for the time of such absence and be subject to discharge and
13 forfeiture of tenure and all other rights and privileges as provided by law. If an
14 employee granted leave fails to return to duty at the termination of the leave, his
15 employment shall be subject to cancellation by the School Board.

16
17 Auth: 230.33, F.S.
18 Imple: SBE Regulation 6A-1.77, and 231.39, 231.44, and 231.48, F.S.

19
20 9.3.14 Jury Duty Leave *Amended 6/27/95*

21
22 An employee shall be authorized to be absent from assigned duties, and shall
23 receive his regular salary plus court fees while serving as a juror in any court case.
24 If notice of jury duty is received, the Principal or Supervisor should be immediately
25 notified in writing. *Amended 7/23/91*

26
27 In the event that the employee is excused from further attendance, the employee
28 shall return to his place of assignment as expeditiously as possible. Leave forms
29 will show adjustment.

30
31 9.3.15 Witness Leave

32
33 An employee of the Board may be absent from assigned duties and shall receive his
34 regular salary, plus any witness fees, while serving as a witness in any court case or
35 other legal or administrative proceeding under the following conditions:

- 36
37 A. That the person has been subpoenaed by the court or agency having
38 subpoena powers.
39
40 B. That the employee shall submit a copy of the subpoena or letter from either
41 attorney in the case to the Superintendent.

42
43 In the event that the employee is excused from further attendance, the
44 employee shall return to his place of assignment as expeditiously as
45 possible. Leave forms will show adjustment.

46
47 Auth: 230.22, F.S. Imple: 231.39, F.S.

1
2 9.3.16 Extended Leave

3
4 Employees shall be eligible for extended leave without pay after three (3) or more
5 years of continuous service. The leave, when granted, shall not exceed one (1)
6 year, except that military leave shall be granted for a longer period as necessary for
7 the completion of active duty.

8
9 Extended leave without pay requests must be made in writing on the form
10 prescribed by the District. The request shall specify the time of the leave and the
11 reason for the request. The length of the leave and the reason for the request shall
12 be recorded in the Board minutes. The School Board shall have the right to
13 determine that the leave is used for the purposes set forth in the application, and if
14 not so used, the Board shall have authority to cancel the leave.

15
16 The leave must be approved by the employee's immediate supervisor and the
17 Superintendent or his designee before it is presented to the Board for approval.

18
19 Extended leave without pay may be reviewed upon request for an additional period
20 not to exceed one (1) year, subject to Board approval and will not exceed two (2)
21 consecutive years. Automatic renewal of an extended leave is not granted. It shall
22 be the responsibility of the person on leave to request renewal. If no request for
23 renewal is made prior to the expiration of the leave, employment shall be
24 terminated.

25
26 Personal Leave Without Pay May Be Requested For, But Not Limited To:

- 27
28 (1) Leave to serve in the armed services
29
30 (2) Leave for academic study
31
32 (3) Leave for serving in the Peace Corps
33
34 (4) Leave for child rearing (for natural or adoptive child)
35
36 (5) Leave for child-bearing
37
38 (6) Leave to run for or serve in an elected office
39
40 (7) Leave to participate in exchange programs in other states or countries.

41
42 9.3.17 Charter School Leave *Adopted 7/21/98*

43
44 An employee of the School Board may take unpaid leave to accept employment in
45 a Charter School upon the approval of the School Board. While employed by the
46 Charter School and on leave that is approved by the School Board, the employee
47 may retain seniority accrued in the School District and may continue to be covered

1 by the benefit programs of the School District, if the Charter School and the
2 School Board agree to this arrangement and its financing. The employee must
3 apply for Charter School Leave on an annual basis. An employee who is granted
4 Charter School leave may not participate in the sick leave pool because the
5 employee is not an employee of the District while on Charter School Leave. If the
6 District at the end of the leave employs the employee, the employee may
7 participate in the sick leave pool and will be credited with accumulated leave in
8 accordance with School Board policy when the employee returns.
9

10 9.3.18 Natural Disaster Leave *Adopted 7/21/98*

11
12 If an employee is affected by a Natural Disaster in the county where the employee
13 resides, then that employee may be eligible for Natural Disaster Leave.
14

- 15 (a) Natural Disaster: A Natural Disaster means a tornado, hurricane, flood,
16 fire, or similar event.
17
- 18 (b) Eligibility: An employee may be eligible for Natural Disaster Leave if the
19 employee or the employee's immediate family (spouse, parents,
20 grandparents, children, grandchildren, or siblings) have been directly
21 affected by the natural disaster. A person is directly affected by the natural
22 disaster under the following circumstances:
23
- 24 (1) Personal injury as a result of the natural disaster,
25
26 (2) Substantial loss of property as a result of the natural disaster.
27
- 28 (c) Application: An eligible employee may file an application for a maximum
29 of ten days of paid Natural Disaster Leave. The application must include
30 documentation to support the employee's eligibility and the number of days
31 requested. An eligible employee must file an application for Natural
32 Disaster Leave within sixty days of the natural disaster.
33
- 34 (d) Approval of Leave: A determination of eligibility for Natural Disaster
35 Leave is solely within the discretion of the Superintendent or his designee.
36 The number of days of Natural Disaster Leave granted to an eligible
37 employee is also solely within the discretion of the Superintendent or his
38 designee. An employee who has been granted Natural Disaster Leave may
39 request an extension of the number of days of the leave. Approval of an
40 extension is solely within the discretion of the Superintendent.
41
- 42 (e) Reimbursement: The Natural Disaster Leave shall be paid retroactively to
43 eligible employees as a reimbursement after their application has been
44 approved by the Superintendent.
45

1 9.4 BENEFITS AND DUTIES

2
3 9.4.1 Retirement

4
5 A. All new school employees shall participate in the Florida Retirement
6 System (FRS) as a condition of employment.

7
8 B. Administrative personnel on Teacher Retirement System (TRS) prior to
9 December 1, 1970, may continue in the Teacher Retirement System,
10 provided there has been no break in continuity of service.

11
12 C. Retirement Annuities Program *Amended 6/27/95*

13
14 (1) The Board will consider annually, upon the recommendation of the
15 Superintendent, requests for retirement annuities for school
16 personnel with 25 years or more years of creditable service (at least
17 five [5] of which must have been in this district) who have reached
18 the age 55 and have applied for retirement under the Florida
19 Retirement System or Teachers Retirement System.

20
21 a. All requests must be received between September 1 and
22 October 31 of the calendar year for those requesting
23 retirement during or at the conclusion of that school year or
24 four (4) months prior to retirement if planning retirement
25 before February of that school year.

26
27 b. A copy of the official determination, by the Division of
28 Retirement, of the projected monthly benefits at the
29 effective date of retirement based on the average monthly
30 compensation and creditable service as of the member's
31 early retirement date and the actual early retirement benefits
32 shall accompany the request.

33
34 c. Requests of applicants between the ages of 50 and 54 may
35 also be considered by the Board if the Board first
36 determines for that year that is economically feasible to do
37 so.

38
39 (2) Between November 1 and November 30 an annual survey and study
40 will be conducted prior to the determination of the Superintendent
41 and Board on the feasibility of the program being offered during
42 that school year with no commitment to offer the program in future
43 years unless the Board opts to do so after reviewing the annual
44 survey. The employee may be required to contribute to the annuity
45 in order to qualify.
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(3) The Board upon the recommendation of the Superintendent will determine before January 15, whether or not the program will be offered for that year.

(4) If the program is offered, the Superintendent shall make recommendations pertaining to either the investment in a specific amount of current funds or the purchase of an adequate annuity either of which would provide earned income in an amount sufficient to provide the annual early retirement supplemental benefit for the named employee.

(5) In the event an employee has earned experience in a public school system in another state, the Board may choose to purchase such out-of-state experience (up to five years) as is necessary to provide regular retirement benefits. This experience may not be purchased in addition to an annuity. *Adopted 6/27/95*

(6) The maximum monthly benefit to any individual shall be in compliance with Florida Statutes.

Auth: 230.22, F.S. Imple: 231.495, F.S.

9.4.2 Social Security

Social Security is required of every member of the Florida Retirement System.

Auth: 230.22, F.S. Imple: 650.01 and 650.04, F.S.

9.4.3 Credit Union Deductions

Credit Union deductions from administrators' salaries are authorized as requested by individual administrators.

Auth: 230.22, F.S. Imple: 230.02, F.S., and SBE Regulation 6A-1.52(3)

9.4.4 Duties of Administrative Personnel

The duties of administrative personnel, as described in the Administrative Handbook, are made a part of this manual.

Auth: 230.22, F.S. Imple: 230.33(7), F.S.

9.4.5 Payroll Deductions

Upon appropriate written authorization from the administrator, the District shall deduct authorized sums from the salary of any administrator and make proper remittance for any payroll deduction program approved by the Board.

1
2 9.4.6 Assault/Battery upon an Administrator
3

4 Any case of assault/battery upon an administrator shall be promptly reported to the
5 Superintendent or his designated representative. In any case where an
6 administrator is charged with a civil or criminal action arising out of or in the
7 course of assigned duties and responsibilities, the case where the administrator
8 pleads guilty or nolo contendere or is found guilty of any such action, the
9 administrator shall reimburse the Board for any legal services which the Board may
10 have supplied pursuant to this section. If the Board declines to provide legal
11 services in response to the administrator's request, and the administrator is
12 subsequently found not guilty or not civilly liable, the administrator may renew his
13 request and a recommendation shall be made to the Board for payment of the
14 reasonable cost of legal services, and the Board shall consider such request
15 previously declined. The selection of the attorney shall be mutually agreed upon
16 by the administrator and the Board.
17

18 9.4.7 Life Insurance
19

20 A. The Board shall provide for administrators a fully paid life insurance plan
21 for an amount equal to 100% of the administrator's annual salary rounded
22 up to the next even thousand dollars. The Board shall provide for those
23 administrators who have ten years of experience in Osceola County
24 Schools or those who are being paid at the top of the experience level life
25 insurance equal to 200% of the annual salary rounded to the next even
26 thousand dollars. There shall be a provision for double indemnity in the
27 case of accidental death or dismemberment. The Board shall make
28 available for purchased life insurance equal to 100% of the annual salary
29 rounded up to the next even thousand dollars.
30

31 B. In the event a professional support staff or instructional employee is
32 promoted to an administrative position and is currently earning the benefit
33 of 200% Board paid life insurance, that employee shall be entitled to 200%
34 Board paid life whether or not the requirement in section "A" above is met.
35 *Adopted 12/15/92*
36

37 9.4.8 Hospitalization Insurance
38

39 The Board will provide fully paid individual hospital medical-surgical coverage,
40 including major medical benefits at the present benefit levels. Dependent coverage
41 shall be made available at the expense of the administrator where two members of
42 the same family are employed by the School District, the amount paid for the
43 spouse shall be credited toward the cost of dependent coverage.
44

1 9.4.9 Long Term Disability Insurance

2

3 The Board will continue to make available to administrators long-term disability
4 benefits through payroll deduction at administrators' expense.

5

6 9.4.10 General Liability Insurance

7

8 The Board shall continue its General Liability Insurance coverage which covers the
9 Board for the acts of its employees, including administrators, as such coverages
10 existed on January 1, 1978; and that administrators shall be afforded all direct and
11 indirect benefits inuring to them from such coverage.

12

13 9.4.11 Reimbursement for Damage to Personal Items

14

15 The Board shall reimburse administrators for damage to clothing, dentures,
16 eyeglasses, prosthetic devices or artificial limbs where such damage occurs as a
17 result of:

18

19 A. Breaking up a fight

20

21 B. Protecting students or other employee(s) from physical harm or injury

22

23 C. Assault and/or battery occurring in the course of the legal performance of
24 assigned duties. Such reimbursement shall not exceed the replacement cost
25 nor be paid when the above loss is reimbursable from other sources.

26

27 9.4.12 Death Benefit

28

29 A. Accumulated Vacation

30

31 If at the time of death an administrator has unused accumulated vacation
32 the Board shall pay to the beneficiary of the administrator a sum equal to
33 the administrator's daily rate of pay at his present job classification times
34 the number of vacation days accumulated.

35

36 B. Accumulated Sick Leave

37

38 Administrative employees eligible for retirement benefits or his beneficiary
39 if termination is by death, shall be entitled to payment for the maximum
40 accumulated sick leave allowed by law. Payment shall be made at the
41 current daily rate of pay.

42

43 9.4.13 Continuing Insurance Benefits While on Leave

44

45 Employees on authorized School Board leave without pay shall be eligible to
46 continue on School Board Benefits. The employee shall be personally responsible
47 for full payment of the premiums or costs.

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Chapter 10

Hearing Procedures

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1 **10.0 HEARING PROCEDURES**

Adopted 6/30/92

2
3
4 **10.1 NON-RENEWAL OF A PROFESSIONAL SERVICES CONTRACT**

- 5
6 A. The School Board may issue a continuing contract prior to July 1, 1984,
7 and may issue a professional service contract subsequent to July 1, 1984, to
8 any employee who has previously held a professional service contract or
9 continuing contract in the same or other district in the state. Any employee
10 who holds a continuing contract may, but is not required to, exchange such
11 contract for a professional service contract in the same district.
12 Additionally, the School Board may issue new professional service
13 contracts after July 1, 1984, to qualified teachers as provided by law.
14
15 B. A professional service contract shall be renewed each year unless the
16 superintendent, after receiving the recommendations required by section
17 231.29, Florida Statutes, charges the employee with unsatisfactory
18 performance as determined under the provisions of section 231.29.
19
20 C. The procedures specified for non-renewal of a professional service contract
21 in section 231.36, Florida Statutes, shall be followed by the School
22 District.
23

24 **10.2 DISMISSAL OR RETURN TO ANNUAL CONTRACT STATUS AT THE END**
25 **OF THE SCHOOL YEAR**

26
27 Any member of the School Board staff who holds a continuing contract may be
28 dismissed or returned to annual contract status for another three (3) years in the
29 discretion of the School Board, at the end of the school year, in accordance with
30 the procedures specified in section 231.36 (4) (b), Florida Statutes.
31

32 **10.3 SUSPENSION AND DISMISSAL OF EMPLOYEES HOLDING**
33 **PROFESSIONAL SERVICES CONTRACTS OR CONTINUING CONTRACTS**
34 **DURING THE TERM OF SUCH CONTRACTS**

35
36 Suspension and dismissal during the term of a continuing contract or a professional
37 service contract shall be made in accordance with the procedures specified in
38 section 231.36 and Chapter 120, Florida Statutes, as interpreted by controlling
39 case law. It is noted that "just cause" for such action against a professional service
40 contract is prescribed in section 231.36 (1) (c), Florida Statutes, and the grounds
41 for such action against an employee holding a continuing contract are prescribed in
42 section 231.36 (4) (c), Florida Statutes.
43

- 44 **10.4** With respect to all procedures specified in 10.1, 10.2 and 10.3 above, applicable
45 Florida Statutes and case law will control. The administrative process, including
46 the time for intervention by the employee (i.e., demand for a hearing), notice of
47 hearing, the conduct of the pre-hearing procedure, and the hearing procedures

1 shall be in accordance with section 231.36, and Chapter 120 of the Florida
2 Statutes, as interpreted by controlling case law.

3
4 10.5 Whenever the superintendent has probable cause to believe that an employee has
5 committed an act which may subject the employee to adverse job action, the
6 superintendent shall recommend an appropriate sanction to the School Board for
7 action by the Board. Such action may include transfer, suspension without pay,
8 suspension without pay pending action on a request to dismiss the employee and
9 administrative hearing on the dismissal, or other appropriate lawful sanctions.

10
11 10.6 Nothing contained in this rule shall create any rights in any employee of the School
12 Board other than an employee who possess a professional service contract or a
13 continuing contract. All other employees of the School District may be
14 sanctioned, suspended or dismissed, subject to any applicable contract or statute
15 governing the rights of such other employees who do not possess a continuing
16 contract or professional services contract.

17
18 Auth. Chapters 230 and 231, Florida Statutes.

19 Imple: Section 231.36 and section 120.57, Florida Statutes.

20
21 10.7 REDUCTION IN PERSONNEL

22
23 A. Should the School Board have to choose from among its personnel who
24 are on continuing contracts or professional service contracts as to which
25 should be retained, such decision shall be made pursuant to the terms of a
26 collecting bargaining agreement when one exists. If no such agreement
27 exists, the School Board prescribes the following rules to handle reductions
28 in work force.

29
30 B. If a reduction in work force requires the Board to choose from among its
31 personnel under continuing contracts or professional service contracts, and
32 to the extent this does not conflict with any collective bargaining agreement
33 that would apply, the Board shall retain those employees best qualified. In
34 determining which of such employees are best qualified, the Board shall
35 consider, not necessarily in the order presented, and without limitation to
36 consideration of other criteria, the following:

37
38 (1) educational background and qualifications;

39
40 (2) efficiency of the employee as documented in past evaluations and
41 observations;

42
43 (3) compatibility of the employee as demonstrated during past work
44 experience in the employment of the Board;

45
46 (4) the character of the employee; and
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(5) the capacity of the employee to meet the educational needs of the community.

C. In the event no collective bargaining agreement exists that would dictate reduction in work force methodology, the following procedures shall be employed by the Board:

(1) After initial determination of which employees will be retained, the Board shall give written notice of the proposed action to all effected employees, together with a summary of factual, legal and other authorities, which form the grounds and basis for the decision, including a list of the criteria utilized.

(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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Pupil Progression Plan

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OSCEOLA DISTRICT SCHOOLS

PUPIL PROGRESSION PLAN – 2000-2001

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. Report cards for Limited English Proficient (LEP) students must be in the primary language of the parent/guardian, whenever feasible. *Amended 6/27/00*
- 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. Progress Reports may be issued at the end of extended year programs and services, i.e., summer school, Saturday school, before and after school programs. *Adopted 6/27/00*
- e. Adult Education students will be issued a Certificate of Attendance or a Certificate of Program Completion upon request. *Amended 6/29/93 & 6/27/95*

(2) Report Card Grades:

- a. Report card grades are to provide the student and the student's parents with an objective evaluation of the student's scholastic achievement, effort and conduct.

The student's academic grades are to reflect academic achievement. Passing grades on report cards indicate that the student is working within a range acceptable for the grade or subject unless the subject is clearly identified as remedial.

A remedial student making a C or better at grade level for two (2) grading periods shall be considered for placement in the regular classroom.

- b. Students and parents are to be advised of the grading criteria employed in the school and in each class at the time of enrollment.

Students who enroll in school or class late shall be allowed to make up the class work. In order to receive full semester credit, a student must be enrolled in any school a minimum of forty-five days.

Schools shall adhere to the following evaluation plan for grading and reporting pupil progress. The same evaluation plan applies to limited English proficient (LEP) pursuant to Section I,M(6). *Amended 6/15/99 & 6/27/00*

Kindergarten – Grade 2

- + Demonstrates Consistently
- √ Learning and Developing
- Area of Concern
- * Below Level Performance, may lead to retention

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Grades 1-2

Science and Social Studies will be evaluated using the following criteria:

- O Outstanding
- S Satisfactory
- N Needs Improvement

Grades 3-5 will be given corresponding letter grades in subject areas and the above criteria will be used to evaluate specific items in the areas of reading, writing, and mathematics.

Grades 3-12 - Percent Point Value Definition
Amended 7/29/97

<u>GRADE</u>	<u>Percent</u>	<u>Point Value</u>	<u>Definition</u>
A	94-100	4	outstanding progress
B	85-93	3	above average progress
C	77-84	2	adequate progress
D	70-76	1	lowest acceptable progress
F	0-69	0	failure
I	0	0	incomplete

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*

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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 an elementary student is enrolled for less than one-half (1/2) of the forty-five day grading period, a report card shall be issued, but a grade is not required. The report card needs to reflect the date of entry and attendance record. If a student withdraws he shall be issued a grade on the withdrawal form as of the date of withdrawal. *Amended 7/2/96 & 6/27/00*
- e. Students are to receive grades in all courses in which they are enrolled.
- f. If the principal of a school feels it is necessary to change a pupil's grade in any subject at the end of a grading period, the principal shall consult with the teacher regarding the necessary change. If the change is made after official notification has been made to the parents, a copy of the principal's reasons shall be placed in the pupil's cumulative folder.

(3) Notices to Parents and Pupils

- a. Parents or adult students are to be notified in writing at any time during a grading period when it is apparent that the student may not pass or is performing unsatisfactorily in any course or grade level. The county Deficiency/Progress Report and/or approved electronic Progress Report form will be used for this notification. *Amended 6/15/99 & 6/27/00*

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- b. Parents are to be advised of their child's performance on all standardized tests administered as part of the countywide testing program.
- c. Notices concerning limited English proficient (LEP) students or adult LEP students must be provided in the primary language of the parent/guardian or adult student, whenever feasible. *Adopted 6/27/00*

B. The Sunshine State Standards (6A-1.09401 State Board Rules) are benchmark standards which describe what students should know and be able to do at four progression levels (grades PreK-2; 3-5; 6-8; 9-12) in the subjects of the arts, health/physical education, foreign languages, language arts, mathematics, science and social studies. Osceola District Schools shall provide appropriate instruction to assist students in the achievement of these standards. The Sunshine State Standards/Grade Level Expectations have been incorporated within the Osceola County Curriculum Frameworks and are on file in the Administrative Center and in use at each school. *Adopted 9/17/96, Amended 6/15/99*

C. Students in elementary and middle schools, who have diagnosed deficiencies in reading, writing, and/or mathematics or high school students who are being assigned to level 1 courses in high school must have an Academic Improvement Plan (for LEP students see Section I,M(3)). The Academic Improvement Plan should: *Amended 6/30/92, 7/21/98 & 6/27/00*

- (1) Clearly identify the specific needs to be remediated,
- (2) Clearly identify the success-based intervention strategies to be used, and
- (3) Clearly identify the monitoring and reevaluation activities to be employed.
- (4) Be placed in the student's permanent record at the close of each year or at the time of student withdrawal. (Beginning with the academic year 2000-2001). *Adopted 6/27/00*

D. Principals are to establish procedures by which parents are notified when it has been determined that their child needs improvement at the grade or course in which he or she has been placed. In cooperation with the parents, an Academic Improvement Plan will be written which may include, but is not limited to, an extension of the school year, a special class within the regular school, and/or a remedial program within or outside the school day including Saturday School. (for LEP students see Section I,M(3)). *Amended 7/21/98 & 6/27/00*

E. Any student who has been previously retained, at the same grade level may, at any time during the next school year be placed in the next higher grade if the principal determines that standards have been met and the student will be able to benefit from instruction at the higher grade. If the placement involves a new school, the

1 assignment will occur at a time agreed upon by both the sending and receiving
2 principal. *Amended 6/15/99*

3
4 F. The principal, upon written authority from the Superintendent, may
5 administratively place a student who has been previously retained.

6
7 G. The assignment of a student to a higher grade which results in the student's
8 accelerated promotion should be made on the basis of exceptionally high
9 achievement or evidence that the student will benefit more from the instructional
10 program at the advanced grade level. The assignment should be authorized by the
11 Superintendent. The assignment will occur at the end of a grading period agreed
12 upon by both the sending and receiving principal and the Director of Exceptional
13 Student Education, if an exceptional student is involved. If an LEP student is
14 involved, the LEP committee shall meet to document the student LEP plan change.
15 After agreement has been reached regarding an exceptional student, an Individual
16 Education Plan meeting must be held prior to placement in the new assignment.
17 The long-range academic, social, and emotional effect of the decision shall be
18 considered. The principal has the responsibility for making such an assignment,
19 but a student will not be accelerated without parental consent.
20 *Amended 6/30/92 & 6/27/00*

21
22 The student's cumulative record, report card, and permanent record must indicate,
23 "accelerated grade placement" and the name of the principal who made the
24 placement. *Amended 6/15/99*

25
26 Parents shall be notified in writing that their child is receiving an accelerated grade
27 placement to the next higher grade. A copy of this notification shall be placed in
28 the cumulative folder. Notices to parent/guardian of LEP students must be
29 provided in the primary language, whenever feasible. *Amended 6/27/00*

30
31 H. Retention of students shall be limited to one (1) year in kindergarten, one (1) year
32 in the elementary school (1-5) and one year in the middle school unless additional
33 retention is recommended by the principal based on information from a school
34 assessment team (for LEP students see section I,M(4)).
35 *Amended 7/21/98, 6/15/99 & 6/27/00*

36
37 Students who are retained must receive remediation as addressed in an academic
38 improvement plan and may be recommended for evaluation by appropriate
39 specialists, e.g., psychologist, reading specialist, and other personnel, if such a
40 referral would benefit the students. *Amended 7/21/98 & 6/15/99*

41
42 I. The grade placement of students transferring from other countries, counties, states
43 or private schools will be determined by the principal of the receiving school based
44 on guidelines established by the Student Services Department. The grade
45 placement of students with a "YES" response on the home language survey shall
46 include a review of the programmatic assessment results. (F.S. 6A-6.0902(3)).
47 *Amended 6/27/00*

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J. Attendance for Promotion K-5 *Amended 6/30/92 , 6/29/93, 7/2/96 & 6/27/00*

- (1) Students, to include LEP students, who miss more than fifteen (15) days per semester will not be promoted except as follows:
 - a. If medical evidence is presented to the principal from a competent medical authority to excuse absences in excess of fifteen (15) days or fifteen (15) class settings per semester.
 - b. Extenuating circumstances as determined by the principal based on recommendations of teachers, counselors or Pupil Services workers.
- (2) School activities shall not be counted as absences. Assigned work shall be turned in on the day indicated by the teacher.

K. Attendance for Promotion 6-8 *Amended 6/30/92, 7/2/96 & 6/27/00*

- (1) Students, to include LEP students, who miss more than ten (10) days per semester (2 days per semester during the summer school term) will not be promoted except as follows:
 - a. If medical evidence is presented to the principal from a competent medical authority to excuse absences in excess of ten (10) days or ten (10) class settings.
 - b. Extenuating circumstances as determined by the principal based on recommendations of teachers, counselors or Student Services workers. When appropriate, a student may be referred to the Hospital Homebound program. *Amended 6/27/00*
- (2) School activities shall not be counted as absences. Assigned work shall be turned in on the day indicated by the teacher.
- (3) Eighth grade students enrolled in high school courses for credit shall be subject to section I L and III A 9 in those courses only.

L. Attendance for Credit (9-12) *Amended 6/30/92, 7/21/98, 6/15/99 & 6/27/00*

- (1) Students, to include LEP students, who would otherwise receive a passing grade, but who have accumulated absences of more than ten (10) single periods of instruction or five (5) block periods of instruction (1 block unit equals 2 single periods) per semester will not receive credit for the course except as follows:

1 Attain a passing score (70% or better) on a comprehensive subject level
2 examination to be given within ten (10) teacher workdays of the end of the
3 semester in which the student was enrolled in the class.
4

5 (2) Students, to include LEP students, who have accumulated more than 2
6 days of absences per semester during summer school will not receive
7 credit. *Adopted 6/27/00*
8

9 (3) Students, to include LEP students, with excessive absences who fail the
10 comprehensive examination but would receive a passing grade for the
11 semester, may appeal the loss of credit. A district committee will consider
12 the appeal based on documented conditions. *Amended 6/27/00*
13

14 (4) School activities shall not be counted as absences. Assigned work shall be
15 turned in on the date indicated by the teacher.
16

17 M. Limited English Proficient (LEP) *Revised 7/21/98 & 6/27/00*
18

19 All students with limited English proficiency (L.E.P.) must be appropriately
20 identified in order to ensure the provision of appropriate services. Every student
21 identified as L.E.P. shall continue to receive appropriate instruction and funding as
22 specified by the District L.E.P. Plan, State Board Rules and Regulations, and
23 Florida Statutes until such time as the student is reclassified as English proficient.
24 Note: See the *School District of Osceola County Limited English Proficient Plan*
25 *1999* for full explanation of services and models. *Amended 6/27/00*
26

27 (1) Home language survey (HLS) and identification criteria: *Revised 6/27/00*
28

29 a. A student with all NO responses on the HLS is considered non-
30 limited English proficient.
31

32 b. A student with any YES response is referred for English language
33 proficiency assessment.
34

35 c. A student with a YES response to question #1 only is temporarily
36 placed in non-ESOL classes until English language proficiency
37 assessment is completed.
38

39 d. A student with a YES response to question #2 and/or #3 is
40 temporarily placed in ESOL classes until English language
41 proficiency assessment is completed.
42

43 e. The grade level appropriate Idea Oral Language Proficiency Test
44 will be used to determine oral/aural English ability and is to be
45 administered within 20 days of the student enrollment date,
46 language survey (HLS) and identification criteria:
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Students in grades 4-12 found to be fluent English speaking will be given a nationally-normed, standardized reading and writing test, within 20 days of the oral/aural test for further assessment of their English ability.

f. Exceptional students (ESE) with any YES response shall be reviewed by a joint ESE/LEP committee to determine appropriate ESOL assessment and placement.

g. Pre-K students with any YES response are considered LEP until the English language assessment is administered in Kindergarten.

PEEP Pre-K students with any YES response shall be reviewed by a joint ESE/LEP committee to determine ESOL status.

(2) Every limited English proficient student is entitled to equal access to all academic, categorical and federal programs offered by the School District of Osceola County. The amount of time the LEP student is assigned to the program(s) shall be comparable to the time assigned to a non-LEP student under similar conditions. Changes to the student's LEP plan are documented by the school's LEP committee and maintained in the LEP Portfolio as part of the student permanent record. *Adopted 6/27/00*

(3) Limited English proficient students are taught by subject area teachers following the corresponding district curriculum. The instructional personnel provide appropriate and individualized instruction to students through the use of ESOL teaching strategies, appropriate instructional materials, curriculum modifications and testing modifications. The ESOL modifications are documented in the teacher's lesson plans as evidence that understandable instruction is being provided. *Adopted 6/27/00*

Schools with fifteen (15) or more LEP students who speak the same home language must have at least one bilingual teacher assistant or bilingual teacher proficient in English and the home language of the students. The ESOL teacher assistant's (or bilingual teacher's) primary assignment is to offer the LEP students additional help in the basic content areas under the supervision of the basic subject area teacher. *Adopted 6/27/00*

(4) Limited English proficient students who are unable to demonstrate mastery in academic subject areas as described in the Pupil Progression Plan will be referred to an Academic Improvement Plan/LEP committee. This committee will develop an academic improvement plan for the student in accordance with the following guidelines and procedures: *Adopted 6/27/00*

a. Establish lack of academic progress in reading, writing, and mathematics using a composite of indicators that includes, but is not limited to: grade level checklist, pre-tests and post-tests,

1 alternative assessment results, previous academic records,
2 diagnostic assessment in the home language, and any other
3 appropriate indicator of academic progress.
4

- 5 b. First AIP/LEP committee meeting develops an academic
6 improvement plan that includes a list of intensive remedial
7 instructional strategies designed to assist the LEP student (NOTE:
8 ESOL modifications are not considered remedial strategies).
9
- 10 c. Second AIP committee meeting, with ESOL representation, is held
11 within 18 weeks to review the effectiveness of the remedial
12 strategies. If the LEP student does not make satisfactory progress,
13 the curriculum may be suspended and intense remedial instruction
14 in math, reading and/or mathematics is provided based on the
15 student's deficiencies.
16
- 17 d. If the LEP student still has not made satisfactory progress after
18 implementing the academic improvement plan for at least 27 weeks,
19 the LEP committee may recommend retention unless conditions
20 exist such that retention would be more adverse for the student than
21 promotion.
22
- 23 e. The LEP Committee may exempt LEP students from the retention
24 provision. The LEP student may be recommended for promotion
25 based on at least 3 good cause considerations such as educational
26 background, academic ability in home/native language, number of
27 years in the U.S., current academic progress corresponding to the
28 language arts through ESOL manual, acculturation to new culture,
29 home support, age appropriateness, and mobility.
30

31 (5) Retention of LEP students *Revised 6/27/00*
32

- 33 a. An LEP student can be retained when there is lack of academic
34 progress in grade level concepts and skills as stated in Section
35 I,M(4) a.
36
- 37 b. The LEP committee shall meet to document the evidence indicating
38 lack of academic progress and to recommend retention. The
39 parent/guardian shall be invited to attend.
40
- 41 c. The teacher(s) must show extensive documentation of the ESOL
42 strategies used to provide the student with understandable
43 instruction.
44
- 45 d. The reason for retention must not imply the student needs an extra
46 year to learn English or that the under-performance is due to the
47 child's limited English proficiency.

1
2 (6) Guidelines for grading and reporting academic progress of LEP students
3 *Revised 6/27/00*

- 4
5 a. The course grade and academic progress of LEP students will be
6 based on the results of teacher observation, alternative assessments,
7 and modified tests used to assess the understandable instruction
8 provided through the use of ESOL teaching strategies, appropriate
9 instructional materials, and curriculum modifications.
10
11 b. If there is a continued pattern of failure in classroom performance
12 and assessments, the LEP committee shall meet to review the
13 reasons for the student's lack of progress. The reason(s)
14 documented for the academic under-performance of an LEP student
15 cannot imply that he/she needs an extra year to learn English or that
16 it is due to the student's lack of English proficiency.

17
18 The following documentation needs to be in the student permanent
19 records:

- 20
21 1. Documentation of the ESOL strategies used by the ESOL
22 language arts and basic content area teacher(s) to provide
23 understandable instruction, including the alternative
24 assessment instruments and test modifications used to
25 evaluate the student's academic progress.
26
27 2. The instructional support requested by the teacher(s) to
28 provide additional assistance for the student from the ESOL
29 Compliance Specialist and/or the ESOL/bilingual tutorial
30 services available at the school.
31
32 3. The records of parental contacts or attempts made to inform
33 the parent/guardian of the student's under-performance.
34 When applicable, copies of the deficiency reports signed by
35 the student and parent/guardian. Notices to parent/guardian
36 of LEP students must be provided in the home/native
37 language, whenever feasible.
38
39 c. The reason for the academic under-performance of an LEP student
40 must not imply that he/she needs an extra year to learn English or
41 that it is due to the student's lack of English proficiency.
42

43 **II. Elementary Promotion and Placement**

- 44
45 A. A screening program for all kindergarten students will be administered yearly. For
46 LEP students, the screening shall be provided in an understandable manner through
47 modeling or using the primary language, whenever feasible. Results of this

1 screening will identify students who will be considered for further screening and
2 psychological testing to determine if special placement is indicated.

3 *Amended 6/29/93 & 6/27/00*

4
5 B. Required Program of Study - Grades K-5

6
7 Grades K-5 promotion should be based on successful progress as indicated by
8 report cards, District and State assessments, daily assignments, teacher
9 observation, satisfactory performance in the grade level curriculum, and other data.

10 For LEP students, see section I,M(2,3). *Amended 6/15/99 & 6/27/00*

11
12 (1) The following areas of study are required for each student, K-5: Language
13 Arts, Mathematics, Science/Health, and Social Studies,

14
15 (2) Elementary schools are required to provide instruction in a character-
16 development program,

17
18 (3) Additional courses of studies may include, but shall not be limited to:
19 *Amended 6/27/00*

20
21 Art

22
23 Career Education

24
25 Computers

26
27 Conservation of natural resources

28
29 Developmental Physical Education

30
31 Free Enterprise, Consumer and Economic Education

32
33 Foreign Language

34
35 Hispanic contributions to the US

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37 History of African Americans

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39 History of the Holocaust

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41 History of the State

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43 Kindness to animals

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45 Library Science

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47 Metric Education

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Music

Safety

School Police Liaison Program

Women's contributions to the US

C. Remediation and Retention *Adopted 6/27/00*

Students in grades 1-5 who are identified as being considerably or substantially below grade level in reading, writing, mathematics and/or science must receive remediation and may be retained. However, students whose test scores and classroom performance indicate that they are almost at grade level may be promoted with close monitoring or promoted with an AIP.

The following options are available for students who have not met the levels of performance for pupil progression:

- (1) Remediate before the beginning of the next school year and promote;
- (2) Promote and remediate during the following year with more intensive intervention and remediation strategies identified in the Academic Improvement Plan;
- (3) Retain and remediate using an alternative program of instructional delivery.

D. Mandatory Retention *Adopted 6/27/00*

Students in grade 4 who have received remediation for reading in grades 2, 3, or 4 AND who score at achievement Level 1 on the grade 4 FCAT tests with performance tasks AND who have a rank below the 25th percentile in the FCAT norm-referenced tests in reading comprehension must be retained.

Grade 4 students may be exempted from mandatory retention by the School Board for good cause.

E. Exemption from Mandatory Retention (Good Cause) in Grade 4. *Adopted 6/27/00*

The School Board may exempt a student from mandatory retention at grade 4 for good cause. One of the following conditions for exemption from mandatory retention must exist:

- (1) Previous Retention - A student who has been retained prior to the current school year and has been in an intensive remedial program in reading, as defined by the Pupil Progression Plan, for two or more years may be

1 exempt. This exemption may take place if it has been determined that the
2 student's academic progress can only occur as a result of promotion to an
3 alternative program of instruction that is significantly different from that
4 which has been availed to the student and this program will be provided to
5 the student.

6
7 (2) Recommendation from a Multidisciplinary Team - A student who is
8 currently enrolled in or has been referred to Child Study for placement in
9 an approved special program (LEP, ESE, 504) may be exempt. This
10 recommendation must contain comprehensive documentation from the
11 multidisciplinary team meeting supporting the rationale for the student's
12 exemption.

13
14 (3) Academic Performance - When multiple measures demonstrate that state
15 assessment results are not indicative of the student's level of academic
16 performance then the student may be exempt. Multiple measures may
17 include, but are not limited to: Stanford 9, Osceola Writes, and other
18 diagnostic instruments used at the school or District level.

19
20 **III. Middle School Promotion and Placement**

21
22 **A. General Academic Requirements**

23
24 Middle school students will receive instruction in grades six through eight in the
25 following basic subjects: (For LEP students, see section I,M(2,3).
26 *Amended 6/15/99 & 6/27/00*

- 27
28 (1) Three years in mathematics.
29
30 (2) Three years in communications, which will include experiences in reading,
31 writing, speaking and listening.
32
33 (3) Three years of science, which will include instruction in life science, earth
34 science and physical science.
35
36 (4) Three years in social studies, which will include the study of the United
37 States and world geography, civics, and Florida history.
38
39 (5) The opportunity to enroll in physical education courses, which will be
40 regularly scheduled each year by each school.
41
42 (6) A series of experiences will be provided for student development through
43 exposure to courses selected from, but not limited to, the following:
44 *Amended 6/29/93*
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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 *Amended 6/27/00*

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. Notices
12 to parent/guardian of LEP students must be provided in the primary
13 language, whenever feasible.

14
15
16 Beginning with the 1999-2000 school year, students will be retained in the
17 same grade if: (For LEP students, see section I,M(4)(d)):
18 *Amended 6/27/00*

- 19
20 (a) As sixth grade students, they fail to receive five (5) grade points,
21 out of a possible sixteen (16) in each academic subject areas.
22
23 (b) As seventh grade students, they fail to earn five (5) grade points,
24 out of a possible sixteen (16), in each academic subject area.
25
26 (c) As eighth grade students, they fail to earn six (6) grade points, out
27 of a possible sixteen (16), in each academic subject area
28
29 (d) Students not meeting the above criteria for promotion may earn
30 promotion by successfully completing a summer remediation or
31 testing program as provided at their school. Students who are not
32 successful with the provided opportunity are to be retained.
33 *Amended 7/2/96 & 6/15/99*

34
35 (2) Remediation Programs *Amended 7/21/98, 6/15/99 & 6/27/00*

36
37 Students who do not successfully master all of the materials necessary for
38 promotion will be provided an Academic Improvement Plan. (For LEP
39 students, see section I,M(4)). *Amended 6/30/92, 7/2/96 & 6/15/99*

40
41 Beginning with the 1999-2000 school year, graduating eighth grade
42 students whose test scores fall in the bottom quartile or who have been
43 identified as needing assistance in one or more areas of mathematics,
44 reading, writing, and/or study skills will be required to complete an
45 intensive summer program at the high school designed to provide students
46 with skills needed to be successful in high school. Upon successful
47 completion of the summer program students will receive 1.5 elective high

1 school credits. Students who fail to master needed skills in the summer
2 school will continue in the program during the fall semester.

3
4 Parents of students who have been retained or identified as needing
5 remediation may contract with state certified teachers or enroll students in
6 an approved remedial program to teach individual students in lieu of
7 attendance in a remedial school program. However, if the parent chooses
8 this option, he or she must notify the child's school principal in writing
9 within fifteen (15) days after the AIP conference. Such students will be
10 required to pass a school-approved exam. *Amended 7/2/96*

11
12 (3) Administrative Placement and Acceleration *Amended 6/15/99 & 6/27/00*

13
14 Only students classified as retained after the summer programs will be
15 eligible for administrative placement. Recommendation for administrative
16 placement is to be determined on an individual basis considering:

- 17
18 a. Teacher recommendations
19
20 b. Parent recommendations
21
22 c. Test scores – FCAT with performance tasks – Stanford nine, FCAT
23 norm – referenced test
24
25 d. Child study assessment.
26
27 e. LEP committee recommendation for LEP students.

28
29 Eighth (8th) grade students who are administratively placed in the ninth
30 grade will be enrolled in a mandatory remediation program.

31
32 Eighth (8th) grade students promoted to the ninth (9th) grade may take
33 courses during the regular summer school for acceleration.

34
35 **IV. High School Grade Classification and Graduation Requirements**

36
37 To graduate from high school a student must, meet all the requirements of this
38 plan, demonstrate mastery of the Student Performance Standards (229.565, F.S.)
39 and meet all requirements established by the Florida Department of Education and
40 the School Board of Osceola County.

41
42 Seniors participating in high school graduation ceremonies shall have completed all
43 requirements for graduation as set forth in this Pupil Progression Plan. Seniors
44 receiving a Certificate of Completion or a Special Certificate of Completion will
45 also be eligible to participate in the ceremonies. *Amended 6/28/94*
46

1 Graduation ceremonies will be scheduled at the end of the regular academic year
2 and at the close of the second summer session each year.

3
4 Students enrolled in a District K-12 dropout prevention program and earning a
5 GED equivalency diploma may participate in the graduation ceremony of the high
6 school in their attendance zone. *Amended 7/23/91*

7
8 Beginning with 1999-2000 school year, incoming ninth grade students who fail to
9 master needed skills in the summer school program will continue in the program
10 during the fall semester. *Adopted 6/27/00*

11
12 A. Grade Classification

13
14 A student, including an LEP student, will be placed in accordance with the number
15 of credits earned by the beginning of the school year. *Amended 6/27/00*

16
17 (1) A student must have earned 5 credits (6 credits, 4X4 schedule) and have a
18 2.0 G.P.A. to be classified as a sophomore. *Amended 6/15/99 & 6/27/00*

19
20 (2) A student must have earned 11 credits (14 credits, 4X4 schedule) and have
21 a 2.0 G.P.A to be classified as a junior. *Amended 6/15/99, 6/27/00 &*
22 *6/27/00*

23
24 (3) A student must have earned 18 credits (22 credits, 4X4 schedule) and have
25 a 2.0 G.P.A to be classified as a senior. *Amended 6/15/99 & 6/27/00*

26
27 (4) Students who transfer into Osceola County from public schools shall be
28 classified according to their grade placement at the school from which they
29 transfer. Thereafter they will follow classification as set up by Osceola
30 County except for those students who transfer as seniors.

31
32 (5) In order to receive a diploma from an Osceola County high school, all
33 students who attend school in Florida as ninth or tenth graders will be
34 required to earn one half credit in Life Management Skills and beginning
35 with the 1998-99 ninth grade class, one credit in physical education, which
36 will include one-half credit in Personal Fitness.
37 *Amended 7/23/91 & 7/21/98*

38
39 (6) All transfer students will be expected to attempt to earn a minimum of
40 three (3) credits per semester in the year of their transfer; however, no
41 requirement for specific course work will be retroactive except as stated
42 above.

43
44 The requirements of the School Board shall not be retroactive for transfer
45 students provided the student has met all requirements of the school,
46 school district or state from which he/she is transferring (6A-1.095)
47 *Adopted 6/30/92 & Amended 6/27/95*

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Students will be limited to the transfer of no more than four high school credits earned prior to entry into the ninth grade. Such credits must have been earned at the seventh and eighth grade levels and follow Pupil Progression Plan rule III A(9). *Adopted 6/30/92 & Amended 6/27/95 & 7/21/98*

(7) Students may be promoted to the next grade at the end of the first semester of a school year provided they have earned the following number of credits and have maintained a 2.0 G.P.A.: *Adopted 7/23/91, Amended 6/15/99 & 6/27/00*

- Sophomore - 8 credits (10 credits, 4X4 schedule)
- Junior - 14 credits (18 credits, 4X4 schedule)
- Senior - 21 credits (26 credits, 4X4 schedule)

(8) Seniors who have earned 24 credits (30 credits, 4X4 schedule) by the end of the first semester in a given school year may pursue one of the following options: *Adopted 7/23/91*

- a. Graduate at the end of the first semester. (Students will receive their diplomas and be permitted to participate in graduation ceremonies at the end of the second semester.)
- b. Participate in the dual enrollment program at Valencia Community College or at TECO, if they qualify. *Amended 6/27/00*
- c. Remain at the high school to pursue advanced academic and/or vocational studies.

B. Requirements for Graduation *Amended 6/30/92 & 7/29/97*

(1) Credits needed for graduation - 24

NOTE: Enhanced credit requirements (30 Total) are in place for those students who attend 4X4 block scheduling high schools in which the 4-year (not including summer school) credit earning potential is 32 credits. Guidelines are available at individual 4x4 high schools. *Adopted 6/15/99*

The courses listed below shall include the requirements of Sections 233.061 and 232.246, Florida Statutes. (For LEP students see Section I,M(2,3)). The 24 credits shall be distributed as follows: *Amended 6/27/00*

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Language Arts Four (4) credits

Mathematics Three (3) credits *Amended 8/6/96*
Algebra 1 or Equivalent or
a higher level mathematics
course
[Effective for incoming 9th
graders 1996-97 and thereafter]

Science Three (3) credits:
Two of which must include
laboratory components

Social Studies Three (3) credits
World History (1)
American History (1)
American Govt. (1/2)
Economics (1/2)

Physical Education One credit (to include one half (1/2)
credit of Personal Fitness) Effective
for incoming 9th graders 1998-99 and
thereafter. *Amended 7/21/98*

Shall be deemed 9th and 10th grade courses.

Participation in an interscholastic sport, at the junior varsity, or varsity
level for two full seasons, shall satisfy the one credit requirement for
Physical Education if the student passes a competency test on personal
fitness with a score of "C" or better; however, participation may not be
used to satisfy the credit requirement. Students must still satisfy the 24-
credit requirement for graduation; but will not be required to meet the one
(1) credit requirement in physical education. The Physical Education credit
cannot be required of ninth grade students. *Adopted 7/29/97, Amended 7/21/98*

Life Management Skills/ Health One-half (1/2) credit

Shall be deemed 9th and 10th grade courses.

Practical Arts/Performing
Fine Arts One (1) credit

1 In order to meet this requirement, students may earn:
2

3 One credit in Practical Arts Vocational Education or Exploratory
4 Vocational Education:
5

6 OR
7

8 One credit in Performing Fine Arts:
9

10 OR
11

12 One-half (1/2) credit each in Practical Arts, Vocational Education
13 or Exploratory Vocational Education and Performing Fine Arts.
14

15 Practical arts may be fulfilled by any secondary or eligible
16 postsecondary course in the Vocational Section or by substituting
17 one of the basic Computer Education Courses or Journalism II, III
18 or IV on a curriculum equivalency basis.
19

20 No more than one (1) credit in Exploratory Vocational courses may be used
21 for credit toward high school graduation.
22

23 Electives: Eight and one-half (8 1/2) credits *Amended 7/21/98 & 6/27/00*
24

25 Beginning with the 1996-97 school year, incoming 9th grade students will
26 be required a grade point average of 2.0 on a 4.0 scale for twenty-four (24)
27 credits used to meet the state graduation requirements. *Amended 8/6/96*
28

29 Students who entered the ninth grade prior to the 1996-97 school year
30 must maintain a cumulative grade point average of 2.0 on a 4.0 scale, or its
31 equivalent, in the courses required by Florida Statutes 232.246(1), or have
32 an overall cumulative grade point average of 2.0 or above for all
33 coursework beginning July 1, 1997 or later. Parents of students who have
34 cumulative grade point averages less than 0.5 above the required
35 graduation level shall be notified that the student is at risk of not meeting
36 the graduation requirements. This notification shall be in the form
37 provided in the District approved reporting procedures. *Adopted 7/29/97*
38

39 Each student is entitled to "...13 consecutive years of instruction, beginning
40 with kindergarten, ..."
41

42 Students entering the ninth (9th) grade in 1999-2000 must pass the Florida
43 Comprehensive Assessment Test. Students who were ninth (9th) graders
44 prior to 1999-2000 must either pass the High School Competency Test
45 (HSCT) or achieve a passing score on the Florida Comprehensive
46 Assessment Test, which exempts the student from the High School
47 Competency Test. *Amended 6/15/99 & 6/27/00*

1
2 (2) A student may not enroll in Level I courses unless the assessment of the
3 student indicates that a more rigorous course of study would be
4 inappropriate, in which case, a written assessment of the need must be
5 included in the student's individual education plan or in a student
6 performance plan signed by the principal, the guidance counselor, and the
7 parent. *Adopted 7/29/97*

8
9 (3) For those students at each grade level in grades 9 through 12 who have
10 attained a cumulative grade point average at or below the minimum
11 required for graduation, the following options will be made available. The
12 programs offered include provisions for assisting students at or below the
13 required cumulative grade point average to achieve the required cumulative
14 grade point average. *Adopted 7/29/97, Amended 6/27/00*

15
16 a. Students who have completed more than 8 1/2 elective credits (9 for
17 students entering prior to 1998-99) may choose to have the lowest
18 elective grades of those courses in excess of the 24 credits required
19 for graduation dropped before the computation of their GPA.
20 *Adopted 7/29/97, Amended 6/27/00*

21
22 b. Students who earn grade of "D" or "F" may retake the course to
23 improve their skills, grade, and GPA. The "D" or "F" grade may be
24 replaced with a grade of "C" or higher. The highest grade earned
25 will be used to calculate the cumulative grade point average. Credit
26 toward graduation can only be awarded once. *Adopted*
27 *7/29/97*

28
29 c. Students who have not attained the required grade point average
30 are eligible to attend summer school in an attempt to raise the
31 cumulative grade point average. *Adopted 7/29/97*

32
33 (4) Eighth (8) grade students may enroll in an approved course designated as a
34 9th - 12th grade course by the current course code directory, and will be
35 classified as a high school student for the period of time involved. Students
36 earning credit through such high school courses will be credited with
37 meeting the requirements designated in the district Pupil Progression Plan
38 as required for promotion for the appropriate pre-ninth grade course(s). In
39 order to receive high school credit, the student must earn a final grade of
40 an "A" or "B". *Amended 7/29/97 & 6/27/00*

41
42 (5) All students who earn a grade of "D" or "F" may retake the course and
43 replace the "D" or "F" grade with a grade of "C" or higher. The highest
44 grade earned will be used in calculating the grade point average. Credit
45 toward graduation can only be awarded once.
46 *Amended 7/23/91, 7/29/97 & 6/27/00*

1 (6) All high schools will utilize a Pacer Scale for honors courses as a means to
2 determine senior class rank. Pacer Points will not be used to determine
3 grade point averages. Pacer Points will be assigned based upon the
4 Grading Scale adopted by the School Board. High schools will assign the
5 Pacer Points to dual enrollment college courses and to all level 3 courses as
6 defined in the Course Code Directory except level 3 courses in physical
7 education. *Adopted 7/29/97, Amended 6/15/99 & 6/27/00*
8

9 C. Curriculum Frameworks-Grades 9-12 Basic and Adult Education

10
11 A curriculum framework is a broad guideline which directs district personnel by
12 providing specific instructional plans for a given subject or area of study and is
13 consistent with the Course Code Directory. Curriculum frameworks are contained
14 in the publication "Curriculum Frameworks for Grades 9-12, Adult Basic
15 Program". This publication is on file at each high school and the district office.
16

17 The above frameworks include the Exceptional Student Education Courses and the
18 Vocational Courses.
19

20 D. Student Performance Standards

21
22 Student Performance Standards have been developed cooperatively with district
23 personnel for the intended outcomes specified in each curriculum and are also on
24 file at each high school and the district office.
25

26 Students must show mastery of the performance standards before credit for course
27 is awarded. Upon successful completion of the course, with at least seventy per
28 cent (70%) proficiency, students will have demonstrated mastery. Student mastery
29 will be assessed through the use of teacher observation, classroom assignments and
30 examinations (for LEP students see Section I,M(3)). Students must also meet the
31 attendance requirement as set forth in section 6.2.1.E or F of School Board Rules.
32 *Amended 7/21/98 & 6/27/00*
33

34 E. Home Instruction

35
36 As provided by Florida Statute 232.02(1) parents may choose to place their
37 children in a home instruction program in lieu of public school. The requirements
38 of the law will be monitored through the office of Student Services.
39 *Revised 7/23/91, Amended 7/21/98 & 6/27/00*
40

41 (1) Florida Statute, section 232.0201 states that it is the responsibility of the
42 parent to provide a written evaluation of the home-schooled student's
43 progress. With respect to the awarding of high school credit, the
44 Superintendent agrees to the following stipulations:
45 *Revised 9/17/96, Amended 7/21/98*
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a. The student must present to the school principal a listing of the specific courses for which credit is requested. Credits earned through institutions affiliated with the following accrediting agencies will be accepted at face value as long as those courses can be aligned with the Florida Course Code Directory:

- The Southern Association of Colleges and Schools
- The Middle States Association of Colleges and Schools
- The New England Association of Colleges and Schools
- The North Central Association of Colleges and Schools
- The Northwest Association of Colleges and Schools
- The Western Association of Colleges and Schools

Such affiliation must be validated through appropriate documentation, which will remain on file in the Office of Student Services.

b. Credits earned from a non-accredited institution may be granted under the following conditions: *Revised 7/21/98*

1. Courses can be aligned with the Florida Course Code Directory.
2. Student must produce a portfolio for the course in which student is requesting credit which has been reviewed by a Florida certified teacher in that subject area.
3. The student must pass a comprehensive subject level examination with a minimum score of 70%.

In cases where there is no corresponding subject level examination, the student must pass an appropriate high school level final examination with a minimum score of 70%. The final examination must be prepared by a Florida certified teacher currently employed by the Osceola School Board and teaching said course at the high school level. It will be the responsibility of the student's parents or guardians to procure, schedule, and locate qualified teachers to conduct evaluations for home-schooled courses for which credit is requested.

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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

(2) 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.

(3) 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

(4) 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

1 (5) Students who are participating in a home instruction program in
2 accordance with Florida Statutes, section 232.02(1)(4), may be admitted to
3 the public school on a part-time basis. *Adopted 9/17/96*
4

5 a. Students in home education who wish to attend public school must
6 have met all criteria for a home education program during the entire
7 semester immediately prior to the time of admission, meet the same
8 registration requirements as full-time students, and enroll for and
9 attend at least one (1) regularly scheduled class period at the zoned
10 school. Such students must register prior to the start of the
11 semester they will attend. Full-time students will be given priority
12 in course registration. Home-schooled students who are excluded
13 from a class/course at their zoned school due to space limitations
14 may attend another school if space in that class/course is available.
15 *Adopted 9/17/96*
16

17 b. The Board is not responsible for the transportation of students in a
18 home education program to or from the school. The school
19 principal will establish the time and place for arrival and departure
20 of home education students. Students who attend school on a part-
21 time basis are subject to all applicable rules and regulations
22 pertaining to full-time students. *Adopted 9/17/96*
23

24 F. Cumulative Grade Point Average

25
26 Beginning with the 1996-97 school year, incoming 9th grade students will be
27 required to maintain an overall grade-point average of 2.0 on a 4.0 scale.
28 *Amended 7/2/96, 9/17/96, 7/21/98 & 6/27/00*
29

30 Auth: 230.23 (6) (a) (b) Imple: 232.246
31

32 G. Challenger Learning Center - Grade Levels 9-12 *Amended 6/30/92*
33

34 This is a program specifically designed for school dropouts, in order to provide
35 them with a vehicle to complete a high school program; or in some instances, to
36 assist those students into reentering a regular high school setting, once they have
37 completed some credit requirements. (For LEP students, see Section I,M(2).
38 *Amended 6/27/00*
39

40 A total of 24 credits must be earned for graduation. These credits are described in
41 section IV B.
42

43 This is a competency-based program with students demonstrating mastery of the
44 student performance standards. Elective credits for related work experience (OJT)
45 in this program are earned on the same basis as in the regular day-school
46 vocational programs.
47

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
3 may be approved, based on extenuating circumstances, by a three-member
4 committee of administrators. A cooperative effort between the Instructional
5 Department and Student Services will provide the guidance and scheduling for
6 student placement and follow-up. Students must agree to attend a minimum of 15
7 hours per week of classroom instruction during the regular school year.
8 *Amended 6/27/00*

9
10 Students must:

- 11
12 (1) Earn twenty-four credits as stated above with a 1.5 G.P.A., for
13 those courses taken before 1996-97, *Amended 6/15/99*
- 14
15 (2) Maintain a grade point average of 2.0 on a 4.0 scale for all
16 students beginning with 1996-97 school year, incoming 9th
17 grade. Adopted 9/17/96, *Amended 6/15/99*
- 18
19 (3) Pass all necessary parts of the High School Competency Test or
20 reach the score on the Florida Comprehensive Assessment Test
21 that will exempt the student. *Amended 6/15/99*
- 22

23 An articulation meeting will be arranged for the students wishing to re-enter the
24 regular high school program. A Challenger student returning to a regular school
25 program may transfer a maximum of eight credits per year unless additional credits
26 are approved by the Superintendent.

27
28 Although this program is designed to provide students with a non-traditional
29 school setting in order to meet individual needs, the school district Code of
30 Student Conduct is in effect and School Board Rules governing student conduct
31 will be followed.

32 33 **V. Types of Diplomas**

34
35 Students in Osceola County Schools may earn the following types of diplomas:
36 *Amended 6/15/99 & 6/27/00*

- 37
38 (1) Regular
- 39
40 (2) Regular - GED Exit Option
- 41
42 (3) Special
- 43
44 (4) Certificate of Completion
- 45
46 (5) Special Certificate of Completion
- 47

- 1 (6) Adult High School Diploma
- 2
- 3 (7) College Ready Diploma
- 4
- 5 (8) Florida High School Diploma (G.E.D.)
- 6
- 7 (9) Adult Special High School Diploma *Adopted 9/17/96*
- 8

9 A. A Regular Diploma shall be issued to students who meet the conditions set forth in
10 this Pupil Progression Plan section IV, except for those students who successfully
11 enroll in and complete the GED Exit Option Program. This must include passing
12 the High School Competency Test (HSCT) or achieving an acceptable score on
13 the Florida Comprehensive Assessment Test. *Amended 7/23/91 & 6/27/00*

14

15 B. A Regular Diploma-GED Exit Option shall be issued to students who meet the
16 conditions set forth in the Pupil Progression Plan. *Adopted 6/27/00*

17

18 (1) Requirements

19

20 To meet the requirements for a regular high school diploma under the GED
21 Exit Option, a student shall meet the program eligibility criteria and be
22 enrolled in a Dropout Program, Teenage Parent, Department of Juvenile
23 Justice or Second Chance School Program; currently be enrolled in a high
24 school or alternative program; be a minimum of 16 years of age;
25 demonstrate a 9.0 or above reading level as measured by a state-approved
26 assessment instrument, pass the HSCT or FCAT or demonstrate successful
27 completion by the end of the programmatic year; and shall not be eligible to
28 graduate before the date of the class with whom a student enters
29 kindergarten.

30

31 (2) Attendance

32

33 Meet attendance requirement

34

35 (3) Curriculum

36

37 Students must be enrolled in a minimum of six courses throughout the
38 academic year. The courses must include the following:

- 39
- 40 a. Applied Communications
- 41
- 42 b. Economics/American Government
- 43
- 44 c. Algebra, Algebra 1a or Applied Math 1.
- 45

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- d. Any combination of a secondary or postsecondary technology or a vocational course of study, career preparation or on-the-job training

Students must complete the prescribed program in order to obtain a regular high school diploma through the GED Exit Option Program as well as complete a career portfolio. All students obtaining a regular diploma under the GED Exit Option must successfully pass the GED Test and the HSCT. A grade point average (GPA) of 2.0 or above must be maintained in the coursework taken through the GED Exit Option Program.

C. Special Diploma

- 1. Option I *Amended 7/23/91, 6/28/94 & 7/21/98*

A Special Diploma shall be awarded to properly classified Educable Mentally Handicapped, Trainable Mentally Handicapped, Profoundly, Mentally Handicapped, Hearing Impaired, Specific Learning Disabled, Emotionally Handicapped, Physically Handicapped whose ability to communicate orally or in writing is seriously impaired. Students must also master the Revised Performance Standards according to assigned State performance levels.

These performance standards must be documented by the exceptional student teacher starting when the student is initially placed into an exceptional Student Education program and progressing through graduation from high school. Specific grade levels for completion are given to designate when the child should master the appropriate competency. *Amended 7/21/98*

The Revised Student Performance Standards for Exceptional Students Tracking Form should be used for students that will be graduating from high school. Any exceptional student excluding Visually Impaired who has acquired appropriate credit for a regular high school diploma, but did not pass the High School Competency Test can be issued an Option I special diplomas. *Amended 7/21/98*

Beginning with the 2000-2001 ninth (9th) grade class, a student must demonstrate competency in the Sunshine State Standards at the expected levels of functionality as identified by the IEP team. *Adopted 6/27/00*

- 2. Option II *Adopted 7/21/98*

A Special Diploma Option II shall be awarded to any exceptional student, excluding visually impaired, who demonstrates mastery of specified employment and community competencies. The student may graduate with more or less than four years of attendance in grades 9-12. This student

1 must satisfactorily complete the equivalent of eleven credits as specified
2 and be employed full-time at least 25 hours per week in a community based
3 job for a minimum of one semester unless the student is placed in
4 supported competitive employment. In such cases the student must be
5 employed for the equivalent of one semester. The student's Individual
6 Education Plan and training plan shall be developed to identify job specific
7 competencies.

8
9 The student must also be at least sixteen (16) years of age to be considered
10 for this option and shall be at least eighteen (18) years of age to graduate.

11
12 Option 2 does not require mastery of the Sunshine State Standards.
13 *Amended 6/27/00*

14
15 D. A Certificate of Completion shall be issued to all students who acquire appropriate
16 credits for a high school diploma, but do not pass the High School Competency
17 Test. *Amended 7/23/91*

18
19 E. A Special Certificate of Completion shall be issued to an eligible exceptional
20 education student who meets the requirements for his exceptionality, but is unable
21 to meet the appropriate special state minimum requirements.

22
23 F. Adult High School Diploma *Amended 7/23/91 & 7/29/97*

24
25 Adult students completing all established credit requirements receive a Regular
26 Adult High School Diploma. *Amended 6/27/00*

27
28 G. College Ready Diploma *Adopted 6/15/99*

29
30 Students who meet the following requirements will be awarded a differentiated
31 college-ready diploma:

32
33 (1) Complete the requirements for a standard high school diploma as
34 prescribed by s.232.246. Among courses taken to fulfill the 24-academic-
35 credit requirement, a student must take high school courses adopted by the
36 Board of Regents and recommended by the State Board of Community
37 Colleges as college-preparatory academic courses.

38
39 (2) Take the postsecondary common placement test prescribed in s.240.117, or
40 an equivalent test identified by the State Board of Education, before
41 graduation and score at or above the established statewide passing score in
42 each test area.

43
44 (3) A college-ready diploma entitles a student to admission without placement
45 testing to a public postsecondary education program for a period of two
46 (2) years after earning the college-ready diploma.
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H. 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

I. Adult Special Diploma *Adopted 9/17/96*

Any adult student who is twenty-one (21) or older and classified as educable mentally handicapped, trainable mentally handicapped, profoundly mentally handicapped, hearing impaired, deaf, specific learning disabled, physically impaired, visually impaired, blind, autistic or emotionally handicapped may be awarded an adult special diploma if all requirements are met.

VI. Credits Applicable Toward Graduation

A. Early Admission for Advanced Studies

Students who meet the prerequisites of an early admission and advanced studies program may be permitted to enroll as a full-time post secondary student during their senior year in high school. Such programs shall meet the following conditions:

- (1) Approval of the program by the School Board shall be obtained before the end of the first month of the final year of high school or before the end of the first semester if entry is expected during the second semester of the final year of high school.
- (2) The student shall be accepted by a state accredited post-secondary school or university after completion of three (3) full senior high school years, and a minimum of eighteen (18) credits is earned.
- (3) The student shall maintain at least an overall "C" average.
- (4) Any senior enrolled in college courses full-time may re-enter a high school within the district as a full-time student at the end of the high school semester.
- (5) Any credit earned at the accredited post secondary level may be substituted for a required high school credit in the same discipline. Successful completion of a 3-hour college course will equal 1/2 high school credit.

1 B. Dual Enrollment

- 2
3 (1) A student may enroll in one or more classes at the college level or in an
4 accredited vocational school while still attending high school. Credit may
5 be earned toward graduation as stated in section VI A (3).

6
7 Auth: Rule 6A-10.0241, FAC

- 8
9 (2) The request of a student to participate in this program must be in writing.

10
11 The signature of the guidance director and the principal shall constitute
12 approval. (For LEP students, see Section I,M(2). *Amended 6/27/00*

- 13
14 (3) Dual Enrollment VCC

15
16 The School Board of Osceola County and Valencia Community college
17 shall co-sponsor appropriate college courses in high schools during the
18 normal class hours when requested by the principal. Students enrolled in
19 co-sponsored classes shall earn both high school credit from the Osceola
20 County School Board and college credit from Valencia Community College
21 if they meet at least the minimum requirements for satisfactory completion
22 of such classes. In order to receive VCC credit in co-sponsored classes,
23 high school students will be required to make application to VCC and
24 complete the registration process.

25 No fees shall be assessed for high school students enrolled in these co-
26 sponsored courses. Students who enroll in co-sponsored classes shall have
27 either:

- 28
29 a. completed the tenth grade with a high school grade point average
30 of 3.0 or above, or *Amended 7/23/91*
31
32 b. be in an exceptional student education program with an Individual
33 Education Plan which indicates the ability for advanced studies (i.e.
34 "gifted program").

- 35
36 (4) Students seeking dual enrollment in mathematics, English or vocational
37 classes shall present evidence of successful completion of the relevant
38 section of the entry level examination for placement given by the school,
39 college or university at which the student is seeking enrollment.

40
41 C. Co-Enrollment *Amended 3/3/92*

42
43 A high school student who is at least sixteen (16) years of age may enroll in the
44 Community High School Co-enrollment Program for English, mathematics,
45 science, or social studies credit (for LEP students, see Section I,M(2)). Permission
46 to enroll in this program must be obtained in advance from the principal or
47 designee. A Co-enrollment Contract (FC-370-311) must be completed, signed by

1 the student, parent, guidance director, and principal. A Co-enrollment
2 Registration Form (FC-370-1710) must be completed by all students. A maximum
3 of 0.5 credits may be earned per semester. A maximum of three (3) credits may be
4 earned in this program. *Amended 6/27/95, 7/29/97, 7/21/98 & 6/27/00*
5

6 Classes will be established according to enrollment standards set by Community
7 High School.
8

9 D. Course Modification

10
11 High School students who meet the district's requirements for an approved
12 dropout prevention program, an honors accelerated credit program, or a
13 vocational/technical program may be enrolled in modified courses to earn
14 additional credits. (For LEP students, see Section I,M(2)).
15 *Amended 7/2/96 & 6/27/00*
16

17 E. Summer School for Grades 9-12

18
19 High school students may attend summer school for grade forgiveness,
20 remediation, and when provided accelerated credit (For LEP students, see Section
21 I,M(2)). *Amended 6/27/00*
22

23 F. College Course Credit

24
25 Any passing grades received in courses from a college may be accepted toward
26 requirements for graduation from Osceola County. Three (3) college semester
27 hours shall be considered equivalent to one-half (1/2) high school credit.
28

29 G. Credit from Correspondence

30
31 Credit from Correspondence from a university will be acceptable so long as the
32 course code number of the course taken corresponds to acceptable high school
33 course code numbers. It shall be the responsibility of the student to provide
34 verification of successful completion from the university to the high school.
35

36 H. Community Service Credit *Adopted 6/29/93, Amended 6/15/99*
37

38 To earn one-half elective credit for the completion of non-paid voluntary
39 community or school service work a student must:
40

- 41 (1) Complete a minimum of 75 hours of non-paid, volunteer service with a
42 non-profit organization in the Central Florida Area.
- 43 (2) Document the volunteer hours on appropriate form.
- 44 (3) Obtain signature from a non-family member of the non-profit organization.
45
46
47

- 1 (4) Receive special principal approval for volunteer activities conducted
2 outside 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.
20 The vocational program that is substituted for a nonelective academic
21 course will be funded at the level appropriate for the vocational program.
22 Vocational course substitution will be allowed as provided in the Course
23 Code 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

1 using the cooperative method are coded on the final class reports as
2 completers of the vocational program.

3
4 (2) Types of Programs

5
6 There are several programs offering the cooperative method of instruction:
7 Agribusiness Cooperative Education for students employed in agriculture
8 occupations and enrolled in an Agribusiness vocational program, Business
9 Cooperative Education for students employed in office occupations and
10 enrolled in a Business Education vocational program, Cooperative Health
11 Occupations Education for students employed in health occupations and
12 enrolled in a Health Occupations vocational program, Marketing
13 Education for students employed in marketing occupations and enrolled in
14 a Marketing Education vocational program, and Industrial Cooperative
15 Education for students in industrial occupations and enrolled in an
16 Industrial Education vocational program. If a specialized program is
17 available and a student qualifies for the specialized program, the student
18 should be enrolled in the cooperative education course for that specialized
19 program. If a specialized program is not available or if the specialized
20 program does not have a vacancy, the student should enroll in Diversified
21 Career Technology (DCT) program. DCT provides opportunities for
22 selective placement based on the student's occupational objectives and the
23 development of occupational competencies. *Amended 6/15/99*

24
25 Junior and senior students may be released from school one or two periods
26 for cooperative education that is supervised, on-the-job training (OJT), but
27 they must be enrolled in one or more related courses in the particular
28 vocational program area during the school day. Fifth year seniors who
29 have met all other graduation requirements may be released for additional
30 periods.

31
32 (3) Hours Worked

33
34 Students released from school must work an average of eight (8) hours per
35 week for each school period they are released. A student must work 144
36 hours during the semester to earn one-half (1/2) credit or 288 hours during
37 the semester to earn one (1) credit toward high school graduation
38 requirements.

39
40 (4) Forms Required

41
42 a. Application/Agreement

43
44 Prior to enrollment in the program, the student must complete a
45 cooperative education application, which must be signed by the
46 student and the parent or guardian.
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b. Agreement

An agreement must be signed by the student, parent or guardian, coordinator, and employer. If the student changes jobs, a new agreement must be signed by each of the parties. The original copy of the signed agreement must be in the student's file for program review.

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.

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(6) Grades

The grades the student earns for the classroom and OJT are assigned by the coordinator.

(7) Periods of Unemployment

- a. A student who is new to the program may have up to ten days to secure appropriate employment. If the new student is still not employed in an appropriate training site after ten days, he or she may be removed from the cooperative phase and enrolled in suitable classes. An unemployed student is not permitted to leave school early without the coordinator's approval.
- b. Students who wish to change jobs during the school year should coordinate any job changes with the coordinator.
- c. Any student who loses his or her job through no fault of his or her own may have ten days to secure another suitable training site. If the student is unable to find employment after ten days, he or she may be reassigned on campus. These situations will be handled on an individual basis with the coordinator and school officials. An unemployed student should not be permitted to leave school early without the coordinator's approval.
- d. Any student who is released with cause (shoplifting, for example) may not be released from school for OJT. Appropriate disciplinary action may be taken, up to and including no credit for the cooperative education program and removal from the program at the end of the semester.

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.

1 (2) Grading and Reporting *Amended 7/29/97*

2
3 Schools shall follow the following state adopted grading system plan for
4 grading and reporting pupil progress (for LEP students, see Section
5 I,M(6)). *Amended 6/27/00*

6
7 Students and parents are to be advised of the grading criteria employed in
8 the school and in each class at the beginning of the grading period.

9
10 GRADE *Amended 6/27/00*

<u>Grade</u> <u>Value</u>	<u>Percent</u>	<u>Point</u> <u>Value</u>	<u>Definition</u>	<u>Pacer</u> <u>Point</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	1
F	0-69	0	failure	0
I	0	0	incomplete	0

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29 (3) Grades will be awarded at the end of each grading period. These grades
30 will reflect all work assigned and achieved during that grading period.
31 Credit may be awarded at the end of a grading period (nine weeks or
32 semester). *Amended 6/30/92 & Amended 6/27/95*

33
34 (4) Final grades may be awarded on a semester or yearly basis in high schools
35 or on a yearly basis in middle and elementary schools. *Amended 6/27/95*

36
37 (5) When two nine weeks are used to determine a final grade, each nine weeks
38 shall count 50% of the final grade. The total shall be divided by two (2).

39
40 When a semester exam is given, each of the nine weeks grades shall count
41 40% and the exam grade shall count 20% of the final grade, and the total
42 shall be divided by five (5). *Amended 6/30/92 & 7/2/96*

43
44 (6) In grades 3-5, report card evaluation should reflect student growth during
45 the grading period as indicated by objective test data, teacher observation
46 and portfolio information.

1 In grades 6-8, the grade point values of the grading period and exam grade
2 are averaged to determine the final grade. If the quotient result is 1.5 or
3 higher, the grade shall be rounded to the next highest letter. Rounding of
4 grades less than 1.0 shall be left to the discretion of the instructor. In
5 determining final grades, a zero shall be assigned for no work or dishonest
6 work and may rank as -1 on the grade point scale upon the approval by the
7 principal. Grades in high school dual enrollment classes taught in grades 7
8 and 8 must be determined following the high school academic policy.
9 Amended 6/30/92 & 6/27/00

10
11 (7) In grades 9-12, a numerical average is determined by the teacher, at the end
12 of each nine (9) week grading period and the corresponding letter grade (as
13 determined by the grading scale above) is recorded on the report card. If a
14 semester exam is given, the numerical exam score is also converted to the
15 corresponding letter grade as determined by the above grading scale. To
16 determine the final grade, the numerical grades are average together, as
17 outlined two paragraphs above, and numerical average will be converted to
18 the corresponding letter grade from the grading scale, and reported on the
19 report card. *Amended 7/2/96*

20
21 (8) If an "I" (incomplete) is recorded on a report card, the requirements for
22 which the incomplete was assigned must be satisfied within two weeks of
23 the issuance of the report cards or the "I" becomes an "F". At the teacher's
24 discretion a longer period of time may be allowed for make up work.
25 *Amended 7/23/91 & 6/27/00*

26
27 **VII. Florida Bright Futures Scholarship Program, Florida Academic Scholars**
28 **Certificate, Florida Merit Scholars Award, & Florida Gold Seal Vocational**
29 **Endorsement** *Revised 6/29/93 & Amended 7/29/97 & 7/21/98*

30
31 A. Florida Bright Futures Scholarship Program provides for tuition and fee
32 reimbursement for undergraduate studies at a public or private university,
33 community college or vocational/technical school. The three scholarship awards
34 within the Bright Futures Scholarship Program are the Florida Academic Scholars
35 Award, Florida Merit Scholars Award, and Florida Gold Seal Vocational Scholars
36 Award. Each has specific criteria that must be met. However, to be eligible for an
37 initial award from any of the three types of scholarships, a student (to include an
38 LEP student) must: *Amended 6/15/99*

39
40 (1) Complete a Bright Futures Scholarship Program Student Authorization
41 Form by spring graduation.

42
43 (2) Be a Florida resident.

44
45 (3) Earn a Florida standard high school diploma or its equivalent.
46

- 1 (4) Be accepted by and enrolled in an eligible Florida public or independent
2 postsecondary education institution.
- 3
- 4 (5) Enroll in a postsecondary institution in Florida for at least six semester
5 credit hours or the equivalent.
- 6
- 7 (6) Not to have been found guilty of, or pled nolo contendere to, a felony
8 charge.
- 9
- 10 (7) Use the award within three years of graduation.
- 11

12 B. The Florida Academic Scholars Award is designed to encourage and to recognize
13 outstanding performance and academic achievement by high school students.
14 (240.4025, F.S.) In order to qualify for the Florida Academic Scholars Award, a
15 student must:

- 16
- 17 (1) Meet the general eligibility requirements for the Florida Bright Futures
18 Scholarship Program.
- 19
- 20 (2) Achieve a 3.5 unweighted grade point average on a 4.0 scale, or its
21 equivalent, in high school courses that are adopted by the Board of
22 Regents and recommended by the State Board of Community Colleges as
23 college-preparatory courses.
- 24
- 25 (3) Attain at least a combined score of 1270 on the Scholastic Aptitude Test or
26 28 on the American College Test.
- 27
- 28 (4) Have attended a home education program according to s. 232.02(4) during
29 grades 11 and 12, and have attained at least the above test scores.
- 30
- 31 (5) Have been awarded an International Baccalaureate Diploma from the
32 International Baccalaureate Office; or
- 33
- 34 (6) Have been recognized by the merit or achievement programs of the
35 National Merit Scholarship Corporation as a scholar or finalist.
- 36
- 37 (7) Must complete a program of community service work, as approved by the
38 district school board which shall include a minimum of 75 hours of service
39 work and require the student to identify a social problem, and address,
40 evaluate, and reflect upon the problem through papers or other methods of
41 presentation.
- 42
- 43 (8) Maintain the equivalent of a 3.0 grade point average on a 4.0 scale for all
44 postsecondary education work attempted and the student remains eligible
45 to renew the Florida Academic Scholars Award. One opportunity for
46 reinstatement of this award will be given if the grade point average falls
47 below the 3.0 requirement.

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- C. To be eligible for Florida Merit Scholars Award the student must:
- (1) Meet the general eligibility requirements for the Florida Bright Futures Scholarship Program.
 - (2) Achieve an unweighted grade point average of 3.0 on a 4.0, or the equivalent, in high school courses that are adopted by the Board of Regents and recommended by the State Board of Community Colleges as college-preparatory academic courses.
 - (3) Has attained a combined score of 970 on the SAT or a score of 20 on the ACT.
 - (4) Maintain the equivalent of a 2.75 grade point average on a 4.0 scale for all postsecondary education work attempted and the student remains eligible to renew the Florida Merit Scholars Award. The student will receive one opportunity to reinstate the award if the grade point average falls below a 2.75.

D. The Florida Gold Seal Vocational Scholars Award recognizes and awards academic achievement and vocational preparation by high school students.

High school students may participate in this program in accordance with Florida Statute 232.2467 and State Board Rule 6A-1.092. In order for a student to qualify for the Florida Gold Seal Vocational Scholars Award students must meet the general eligibility requirements of the Florida Bright Futures Scholarship Program along with the following criteria:

- (1) Complete three vocational credits in a sequential program of studies
 - or
 - Complete a vocational job preparatory program consisting of two credits plus one credit of on-the-job training or one credit of Guided Workplace Learning (8300430) or the one credit course Business Ownership (8812000). *Amended 7/2/96*
 - or
 - An equivalent dual enrollment course/program; *Adopted 7/29/97*
- (2) From a weighted GPA (based on the Statewide Scholarship Weighting System) using the core 15 credits required for graduation or for 1998 & 1999 Seniors, earn a 3.0 unweighted GPA using the minimum of 3 sequential vocational credits.

- 1 (3) Earn an unweighted grade point average of at least 3.5 in courses
2 comprising the vocational program;
- 3
- 4 (4) Beginning with the year 2000 graduates, earn the following required
5 credits:
- 6
- 7 4 - English
- 8
- 9 3 - Mathematics
- 10
- 11 3 - Natural Science
- 12
- 13 3 - Social Science (American History, World History, American
14 Government, and Economics
- 15
- 16 1 - Practical Art or 1 Performing Art or 1/2 credit in each
- 17
- 18 1/2 - Life Management Skills
- 19
- 20 1/2 - Personal Fitness
- 21
- 22 A minimum of three sequential Vocational Job-Prep or Technological
23 Education
- 24
- 25 (5) Must obtain the minimum test scores as follows:
- 26
- 27 (a) SAT: Verbal 420, Math 440 or
- 28
- 29 (b) ACT: Reading 16, English 16, Math 16 or
- 30
- 31 (c) CPT: Reading 83, Sentence 83, Algebra 72.
- 32

33 **VIII. Exceptional Education Students**

34 A. Elementary Schools

35 Exceptionalities include: Educable Mentally Handicapped, Trainable Mentally
36 Handicapped, Profoundly Mentally Handicapped, Speech and/or Language
37 Impaired Deaf or Hard of Hearing, Visually Impaired, Physically Impaired,
38 Emotionally Handicapped, Specific Learning Disabled, Gifted, Homebound or
39 Hospitalized, Dual Sensory Impaired, Autistic, Prekindergarten Students with
40 Developmental Delays, Prekindergarten Students with Established Conditions (for
41 potential LEP students, see Section I,M(1)f).
42 *Amended 7/23/91, 7/21/98 & 6/27/00*
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(1) Curriculum

The curriculum for the elementary school Varying Exceptionalities, Emotionally Handicapped (EH), 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 use a curriculum appropriate for the developmental level of the students.
Adopted 6/30/92 & Amended 6/27/95, 7/21/98 & 6/27/00

(2) Promotion

Students enrolled in exceptional student programs shall be promoted on the basis of the acquisition of skills in accordance with the student's Individual Education Plan and the mastery of Revised Performance Standards for each exceptionality. The Revised Performance Standards for the assigned exceptionality will be used to document the progress of the student by the exceptional education teacher. Documentation of standards must start when the student is initially placed into an exceptional student education program. *Amended 6/28/94, 6/27/95 & 7/21/98*

Mastery of the standards shall be determined by the teacher utilizing the evaluation modes specified in the Individual Education Plan.

(3) Retention

Students who do not meet promotion requirements may be administratively placed in the next grade level by the principal. When a student is being considered for administrative placement which involves attendance at another school (for example, from elementary to middle school or middle school to high school) such placements shall be made only at the beginning of the school year. Exceptions to this rule may be made if the sending and receiving principals agree that an administrative placement during the school year is in the best interest of the student and when approved by the Superintendent.

Retention of exceptional students shall be limited to one year in the elementary school grades unless otherwise determined by a Quality Individual Education Planning (IEP) team. *Amended 7/21/98*

(4) Attendance

All exceptional students will follow regular education attendance procedures. Elementary students enrolled in the Gifted pull-out program

1 are classified in attendance and should not be counted as absent.
2 Classroom assignments are given by the Gifted teacher. Students should
3 not be required to make-up the work missed in the regular class.
4

5 B. Middle Schools
6

7 Exceptionalities include: Educable Mentally Handicapped, Trainable Mentally
8 Handicapped, Profoundly Mentally Handicapped, Speech and/or Language
9 Impaired, Deaf or Hard of Hearing, Visually Impaired, Physically Impaired,
10 Emotionally Handicapped, Specific Learning Disabled, Gifted, Homebound or
11 Hospitalized, Dual Sensory Impaired, Autistic (for potential LEP students, see
12 Section I,M(1)(f). *Amended 7/23/91, 7/21/98 & 6/27/00*
13

14 (1) Curriculum
15

16 The curricular approach for middle school Varying Exceptionalities,
17 Emotionally Handicapped (EH), and Educable Mentally Handicapped shall
18 be a regular education curriculum that follows the Florida Sunshine State
19 Standards with appropriate modifications. Direct Instruction (Corrective
20 Reading), Precision Teaching and the Kansas Learning Strategies model
21 are the instructional approaches to be utilized to enhance curriculum
22 acquisition. Moderately and severely disabled students will use a
23 curriculum appropriate for the developmental level of the student.
24 *Adopted 6/30/92 & Amended 6/27/95, 7/21/98 & 6/27/00*
25

26 (2) Promotion
27

28 Students enrolled in exceptional student programs shall be promoted on the
29 basis of the acquisition of skills in accordance with the student's Individual
30 Education Plan and the mastery of Revised Performance Standards for each
31 exceptionality. The Revised Performance Standards for the assigned
32 exceptionality will be used to document the progress of the student by the
33 exceptional education teacher. Documentation of standards must start
34 when the student is initially placed into an exceptional student education
35 program. *Amended 6/28/94, 6/27/95 & 7/21/98*
36

37 Mastery of the standards shall be determined by the teacher utilizing the
38 evaluation modes specified in the Individual Education Plan.
39

40 (3) Retention
41

42 Students who do not meet promotion requirements may be administratively
43 placed in the next grade level by the principal. When a student is being
44 considered for administrative placement which involves attendance at
45 another school (for example, from elementary to middle school or middle
46 school to high school) such placements shall be made only at the beginning
47 of the school year. Exceptions to this rule may be made if the sending and

1 receiving principals agree that an administrative placement during the
2 school year is in the best interest of the student and when approved by the
3 Superintendent.
4

5 Retention of exceptional students shall be limited to one year in the middle
6 school grades unless otherwise determined by a Quality Individual
7 Educational Planning (IEP) team. *Amended 7/21/98*
8

9 (4) Attendance

10 All exceptional students will follow regular education attendance
11 procedures. *Amended 7/21/98*
12

13
14 C. High School Graduation Requirements
15

16 Modifications to basic and vocational courses as provided by SBR 6A-6.0312 are
17 allowable for all exceptional students to meet the requirements for a regular or
18 special diploma as follows (for potential LEP students, see Section I,M(1)(f):
19 *Amended 6/27/00*
20

21 (1) Modifications to basic courses shall not include modifications to the
22 curriculum frameworks or student performance standards. When
23 modifying vocational courses, the particular outcomes and student
24 performance standards which a student must master to earn credit must be
25 specified on the student's Individual Education Plan. *Amended 7/21/98*
26

27 Modifications may include any of the following:
28

- 29 (a) The instructional time may be increased or decreased.
- 30
- 31 (b) Instructional methodology may be varied.
- 32
- 33 (c) Special communications systems may be used by the teacher or
34 student.
- 35
- 36 (d) Classroom and district test administration procedures and other
37 evaluation procedures may be modified to accommodate the
38 student's handicap.
39

40 (2) Regular Diploma
41

42 (a) Requirements
43

44 To meet the requirements for a regular high school diploma, an
45 exceptional student shall take academic courses in the mainstream
46 in accordance with the student's Individual Education Plan.
47 Students who are classified as Deaf or Hard of Hearing, or

1 Emotionally Handicapped may complete any basic or vocational
2 course applicable to a regular diploma if the course is taught by the
3 exceptional student teacher and if the course content, standards,
4 and student outcome and other requirements are equivalent to that
5 of the regular education course. Exceptional students may have
6 regular academic course modifications as outlined in VIII C-2.
7 *Amended 7/23/91, 7/21/98 & 6/27/00*

8
9 Any students classified as Educable Mentally Handicapped,
10 Trainable Mentally Handicapped, Profoundly Mentally
11 Handicapped, Deaf or Hard of Hearing, Specific Learning Disabled,
12 Physically Impaired, Visually Impaired, Autistic or Emotionally
13 Handicapped may be awarded a regular diploma if they meet the
14 requirements established in School Board Rule, Appendix B, Pupil
15 Progression Plan, Section IV B.

16 *Amended 6/27/95, 8/6/96, 7/21/98 & 6/27/00*

17
18 (b) Attendance

19
20 Meet attendance requirements.

21
22 (c) Curriculum

23
24 The curricular approach for high school Varying Exceptionalities,
25 Emotionally Handicapped or Severely Emotionally Disturbed and
26 Educable Mentally Handicapped shall be a regular education
27 curriculum that follows the Florida Sunshine State Standards with
28 appropriate modifications. The Kansas Learning Strategies model,
29 Direct Instruction and Precision Teaching are the instructional
30 approaches to be utilized to enhance curriculum acquisition.
31 *Adopted 7/21/97*

32
33 (3) Special Diploma Option I

34 *Revised 7/23/91 & Amended 6/27/9, 7/21/98, & 6/27/00*

35
36 (a) Requirements

37
38 Any student classified as Educable Mentally Handicapped,
39 Trainable Mentally Handicapped, Profoundly Mentally
40 Handicapped, Deaf or Hard of Hearing, Specific Learning Disabled,
41 Physically Impaired, Autistic or Emotionally Handicapped may be
42 awarded a special diploma if the following requirements are met:

43
44 I. Complete course requirements as outlined below

45
46 Language Arts -

Three (3) credits

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Mathematics -	Three (3) credits
Social Studies -	Two (2) credits
Science -	One (1) credit
Physical Education -	One (1) credit
Life Management Skills -	One Half (1/2) credit
Employability Skills -	One Half (1/2) credit
Electives (Vocational, practical arts, OJT, etc.) -	Eleven (11) credits

Total: 22 Credits (11 required, 11 elective)

2. Students must have a 2.0 Grade Point Average (GPA) to be eligible for a special diploma.
3. Attendance
Meet attendance requirements.
4. Beginning with the 2000-2001 ninth (9th) grade class, a student must demonstrate competency in the Sunshine State Standards at the expected levels of functionality as identified by the IEP team.
5. Any exceptional student excluding Visually Impaired who has acquired appropriate credits for a regular high school diploma but did not pass the High School Competency Test (HSCT) can be issued a Special Diploma Option 1.

(b) Curriculum

The curricular approach for high school exceptional students shall follow the Florida Sunshine State Standards for Special Diploma Option 1. Moderately and severely disabled students will use a curriculum appropriate to the developmental level of the student.

Note: Visually Impaired students are not eligible for a special diploma at this time. *Amended 6/27/95*

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
16 Total: 11 Credits (4 required, 7 elective)

17 This can be modified only by specific permission
18 from the Director of Exceptional Student Education.

19
20
21 2. The student shall satisfactorily demonstrate employment and
22 community based competencies while employed full-time at
23 least 25 hours per week in a community based job for a
24 minimum of one semester, unless the student is placed in
25 supported competitive employment. In this case, the
26 student must be employed for at least 20 hours per week,
27 for the equivalent of one semester.

28
29 3. The student shall be at least sixteen (16) years of age to be
30 considered for this option, and shall be at least eighteen (18)
31 years of age to graduate.

32
33 4. The student's individual education plan shall include a
34 transition plan containing annual goals and short-term
35 objectives related to the employment and community
36 competencies. *Amended 6/27/95*

37
38 5. A training plan shall be developed and signed by the
39 student, parent, teacher, and employer. The plan shall
40 identify the job specific employment and related community
41 competencies, the criteria for determining and certifying
42 mastery of the competencies, the work schedule and the
43 minimum number of hours to be worked per week, a
44 description of the supervision to be provided by the school
45
46
47

1 district staff, and any special considerations.
2 *Amended 6/27/95*

3
4 (b) Curriculum *Amended 7/21/98*

5
6 All exceptional education students will also be monitored on the
7 Revised Performance Standards for Exceptional Students.

8
9 The Revised Performance Standard Tracking Form should be used
10 for students to evaluate the student's progress each year. Mastery
11 of the standards shall be determined by each teacher utilizing the
12 evaluation modes specified in the Individual Education Plan.
13 Mastery is not required for students who meet the criteria for
14 Special Diploma Option 2. *Amended 6/27/95*

15
16 (c) Student must have a 2.0 Grade Point Average (GPA) to be eligible
17 for a special diploma.

18
19 (d) Attendance

20
21 Meet attendance requirements.

22
23 (e) Option 2 does not require mastery of the Sunshine State Standards.
24 *Adopted 6/27/00*

25
26 (5) Certificate of Completion *Adopted 6/27/95*

27
28 Any exceptional student who has acquired appropriate credits for a high
29 school diploma, but did not pass the High School Competency Test, shall
30 be issued a Certificate of Completion.

31
32 (6) Special Certificate of Completion *Amended 6/27/95, 7/21/98 & 6/27/00*

33
34 Any Educable Mentally Handicapped, Trainable Mentally Handicapped,
35 Profoundly Mentally Handicapped, Deaf or Hard of Hearing, Autistic,
36 Specific Learning Disabled, or Physically Impaired student whose ability to
37 communicate orally or in writing is seriously impaired, or Emotionally
38 Handicapped student who meets all graduation requirements for his
39 exceptionality, but is unable to meet appropriate special minimum
40 standards, shall be awarded a special certificate of completion.

41
42 (7) Changing Diploma Options *Adopted 6/27/95*

43
44 To ensure that students may select and move between the Special Diploma
45 options, and between courses of study leading to Standard and Special
46 Diplomas, credits and performance standards will be reviewed and student
47 course schedules will be developed to meet the requirements of the option
48 selected.

1
2 (8) Transfers

3
4 Any exceptional student transferring into the Osceola School District and
5 determined eligible for a special diploma shall be eligible to graduate based
6 upon the requirements of the school district from which he or she is
7 transferring.
8

9 (9) Extended School Year Services *Adopted 6/27/00*

10
11 The determination of Extended School Year (ESY) services is a decision of
12 the Individual Educational Planning team and should be provided for the
13 student if the skills learned during the school year will be significantly
14 jeopardized through regression without them.
15

16 (10) Alternative Assessment Requirements *Adopted 6/27/00*

17
18 Students who are excluded from the state assessment program must be
19 assessed with an alternate assessment procedure to be determined by the
20 IEP team. Exclusion may be permitted only when ALL of the following
21 criteria are met:
22

23 (a) The student's demonstrated cognitive ability prevents the student
24 from completing required coursework and achieving the Sunshine
25 State Standards even with appropriate and allowable course
26 accommodations.
27

28 (b) The student requires extensive direct instruction to accomplish the
29 application and transfer of skills and competencies needed for
30 domestic, community living, leisure, and vocational activities.
31

32 (c) The student's inability to complete the required coursework is not
33 due to excessive or extended absences or the result of social,
34 cultural, or economic differences.
35

36 (d) If high school age, the student is unable to complete the regular
37 diploma program even with allowable course accommodations and
38 adaptations.
39

40 **IX. Drop-Out Prevention and Retention Program**

41
42 A comprehensive Drop-Out Prevention and Retention Plan is submitted to the
43 State and reviewed on an annual basis. The individual programs in this plan are
44 designed to meet the needs of high risk students and offer them special
45 opportunities to earn credit towards graduation or promotion (for LEP students,
46 see Section I,M(2).)
47

1 X. Placement and Promotion in the High School Vocational Program *Adopted*
2 *6/30/92*

3
4 A. Program Descriptions *Revised 7/2/96*

5
6 All Osceola County District public high school vocational programs follow the
7 Florida Department of Education frameworks and student performance standards.
8 Copies of these frameworks and student performance standards are available for
9 review in the office of the Director of the Technical and Adult Department. Any
10 vocational course from a vocational program listed below may be taken to satisfy
11 the 1/2 credit practical arts graduation requirement (for LEP students, see Section
12 I,M(2)).

13
14 (1) Agribusiness and Natural Resources Education

15
16 (a) Students are encouraged to start any agriculture program in the
17 ninth 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
21 Science, or Agritechnology. Tech Prep students are eligible for
22 three (3) 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
33 students 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

1 Skills (8200330) along with Keyboarding and Business Skills
2 (8200320) is equivalent to Business Systems and Technology I
3 (8209020). Students should complete Keyboarding and Business
4 Skills before enrolling in computer and Business skills. *Amended*
5 *6/15/99*

6
7 (c) High School (dual enrollment) credit is available to middle school
8 students in Business Technology Education programs. Students
9 who successfully complete one or more credits in Business
10 Keyboarding (8200110), Computer Applications in Business 1
11 (8200220), Computer Applications in Business 2 (8200210) and/or
12 Business Systems and Technology I (8209020) are eligible.
13 *Amended 6/15/99*

14
15 (d) An option available to juniors and seniors in business technology
16 education is Business Cooperative Education (BCE), which
17 combines related classroom instruction with supervised on-the-job
18 training (OJT) in a business or office occupation. OJT hours will
19 vary. OJT students perform tasks outlined in their individual job
20 training plan, which is signed, by the BCE coordinator, the
21 employer, and the student. Any business technology education
22 course may be used for BCE classroom instruction. The objective
23 of BCE OJT is to reinforce and complement related in-school
24 instruction in the business education job preparatory programs.

25
26 (e) Future Business Leaders of America (FBLA), the approved
27 secondary vocational student organization, is an integral part of the
28 curriculum for all secondary business technology education
29 programs. Middle school students are eligible for membership.

30
31 (3) Diversified Education

32
33 (a) Students are encouraged to start this vocational program in the
34 eleventh grade by enrolling in Diversified Career Technology
35 Principles and DCT On-the-Job Training (OJT); however, seniors
36 may enroll in Diversified Career Technology Principles and DCT
37 OJT. As a part of this program, students learn selected
38 occupational competencies through employment-related instruction
39 in school and concurrent, paid, supervised on-the-job training.
40 Second year students enroll in Diversified Career Technology
41 Applications and DCT OJT. Seniors who successfully complete
42 Diversified Career Technology Applications and DCT OJT are
43 program completers. *Amended 6/15/99*

44
45 (b) Part of the DCT curriculum is met through participation in
46 Cooperative Education Clubs of Florida (CECF). This approved
47 VSO is an integral part of the curriculum.

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(4) Health Science Education *Amended 9/17/96*

- (a) Students may enroll in the health science vocational job preparatory Health Careers program in grades 11 or 12. Ninth and tenth grade students may enroll in Medical Skills and Services which is also open to students in grades 11 and 12. Medical Skills and Service is usually a yearlong course. Tech Prep students are eligible for up to six (6) semester hours of credit at Valencia Community College.
- (b) Eleventh grade students should enroll in Health Careers for two periods a day; as seniors they should enroll in one period of Health Science Education course plus up to two additional periods of Health Science Education Cooperative Education - On-the-Job Training (OJT). Any student who first enters the Health Careers Program as a senior should enroll for three periods a day to be a program completer and achieve certification in one of several entry-level health careers. Students completing the nursing assistant competencies will be eligible to sit for the state exam.
- (c) Health Science Education Cooperative Education. OJT is available to those Health Occupations Education students who are concurrently enrolled in a Health Science Education Program and have the instructor's approval.
- (d) Health Science Education Students Association. The approved vocational student organization for health occupations students is an integral part of the curriculum.

(5) Family and Consumer Sciences

- (a) A variety of Family and Consumer Sciences courses is offered and may be taken as elective credit or to fulfill the practical arts requirements. No more than three (3) credits in Practical Arts Family and Consumer Sciences may be granted toward high school graduation requirements. Completers of the Early Childhood program are eligible for three or four semester hours of credit at Valencia Community College.
- (b) Future Homemakers Association/Home Economics Related Occupations (FHA/HERO), the approved vocational student organization, is an integral part of the curriculum for all Family and Consumer Sciences programs. FHA/HERO is also available for middle school students.

1 (6) Industrial Education

- 2
- 3 (a) Students are encouraged to start Industrial Education (IE)
- 4 programs in the tenth grade by enrolling in Level 1 for one period.
- 5 Second year students enroll in Levels 2 and 3 for two periods; third
- 6 year students enroll in Levels 4, 5, and 6 for up to three periods.
- 7 Cosmetology, an eight-credit program, requires summer enrollment
- 8 to complete. Tech Prep students are eligible for three semester
- 9 hours of credit at Valencia Community College.
- 10
- 11 (b) Students may also begin any IE program in their junior or senior
- 12 year and complete the program at Mid Florida Tech or Technical
- 13 Educational Center of Osceola.
- 14
- 15 (c) Freshmen may enroll in IE classes.
- 16
- 17 (d) An option available to juniors and seniors in IE is Industrial
- 18 Cooperative Education (ICE), which combines related classroom
- 19 instruction with supervised on-the-job training (OJT).
- 20
- 21 (e) Vocational Industrial Clubs of America (VICA) is the approved
- 22 vocational student organization for IE students.
- 23

24 (7) Marketing Education

- 25
- 26 (a) It is preferred that students start this vocational program in the
- 27 tenth grade by enrolling in Marketing Essentials. Eleventh grade
- 28 students may be enrolled in Application and OJT for up to two
- 29 periods per day. The job must be directly related to the student's
- 30 career choice in the marketing field. Twelfth grade students enroll
- 31 in Marketing Management and Marketing Education OJT. Tech
- 32 Prep students are eligible for up to three semester hours of credit at
- 33 Valencia Community College. The Academy of Travel and
- 34 Tourism students are eligible for up to fourteen semester hours of
- 35 credit in dual enrollment at Valencia Community College.

36 *Amended 9/17/96*

- 37
- 38 (b) Part of the marketing education curriculum is met through
- 39 participation in Distributive Education Clubs of America (DECA).
- 40 This approved vocational student organization is an integral part of
- 41 the program.
- 42

43 (8) Public Service Education

- 44
- 45 (a) The Paraprofessional Teacher Aide program is available to juniors
- 46 and seniors only. A student may earn a maximum of three credits in
- 47 this program. One day a week the student must report to the Public

1 Service teacher who coordinates the program. There are specific
2 student performance standards that must be taught and evaluated in
3 order for the student to earn credit in the class. Four days a week
4 the student reports to his or her particular assignment. The
5 coordinator will visit the student on the site at least once per
6 grading period. *Amended 6/15/99*

7
8 (b) Criminal Justice Operations₂ and Principles of Public Service are
9 taught by the School Resource Officer (SRO) at each high school.
10 Tech Prep students are eligible for up to six semester hours of
11 credit at Valencia Community College. *Amended 9/17/96 &*
12 *6/15/99*

13
14 (c) The Florida Association of Public Service Students (FLAPSS) is
15 the approved vocational student organization for Public Service
16 students. *Adopted 6/29/93*

17
18 (9) Technology Education

19
20 Technology Education classes are offered at Osceola middle schools and
21 may be offered at the high schools. *Amended 6/15/99*

22
23 B. Definition of a Completer

24
25 In order to be classified as a vocational program completer, a student must
26 complete all student performance standards and should earn the required number
27 of credits. If a student has mastered all student performance standards, he/she is a
28 completer even if he/she has not completed the courses. Osceola County student
29 may complete their programs in high school or continue with an articulated
30 postsecondary program at a vocational postsecondary center. All vocational
31 completers are included in the district's annual follow-up student survey after they
32 graduate from high school. *Amended 7/2/96*

33
34 **XI. Technical Education Center of Osceola County (TECO) and Community**
35 **High School**

36
37 A. Placement and Promotion of Secondary Students at the Technical Education
38 Center of Osceola (TECO) *Amended 7/29/97*

39
40 Under certain conditions, secondary students may be placed at the Technical
41 Education Center of Osceola (TECO) as their high school site (for LEP students,
42 see Section I,M(2)). *Adopted 6/30/92 & Amended 6/27/00*

43
44 (1) Dual Enrollment/Co-Enrollment at TECO: Students will have the
45 opportunity to attend TECO as a second school vocational placement for
46 part of the school day provided the following conditions exist:
47

- (a) The student is at least 16.
- (b) The vocational program is not offered at the zoned high school.
- (c) The student exhibits the maturity to handle the adult setting.

Students must provide their own transportation.

Placement at TECO will occur only at the beginning of a semester; students will remain for the entire semester.

All final exams in the vocational program will be comprehensive.

- (2) High School Program: TECO may offer a comprehensive grade ten (10) through grade twelve (12) program in accordance with sections I through VI above. *Adopted 6/15/99*

- (3) Exceptional Students Education students: ESE special diploma seeking students participate in a program at TECO based on the recommendation of the staffing committee. Placement at TECO will occur only at the beginning of a semester; students will remain for the entire semester. Placement at the center must be reflected in the student's IEP. *Amended 6/27/95 & 7/29/97*

B. Placement in Postsecondary Adult and Vocational Institutions

- (1) Technical Education Center of Osceola
501 Simpson Road
Kissimmee, FL 34744
- (2) Community High School
705 Simpson Road
Kissimmee, FL 34744
- (3) Enrollment Eligibility *Amended 6/27/95 & 7/29/97*

Both schools accept for enrollment those adults 16 years of age or older, regardless of race, religion, handicap or national origin, and:

- (a) Request, but do not require a social security number;
- (b) Require proof of residency such as a Florida Driver License, Florida I.D., voter registration card, Declaration of Domicile, or a sworn statement and notarized affidavit, which is obtained from the center, if none of the previous is available;
- (c) Require test prerequisites for some programs.

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All vocational programs have state-mandated mathematics and reading achievement standards. Achievement of these standards must be documented prior to a student's program completion.

(4) Transfer Students *Amended 7/29/97*

Transfer students from other institutions are accepted. These students are placed in vocational or adult programs based on (1) results of written and/or performance tests or evaluations of transcripts or (2) in compliance with articulation agreements.

C. Types of Programs offered at TECO *Amended 6/27/95*

TECO offers a variety of vocational programs. All programs are based on Florida Department of Education frameworks and student performance standards. All programs have an advisory council that makes recommendations to the center's administration regarding the curriculum, facilities, equipment, etc. *Amended 7/2/96*

(1) Adult Supplementary Vocational Education

Programs will be offered to enable persons who are or have been employed in a specific occupation to upgrade their competencies, to maintain stability, and to advance in or re-enter the specific occupation in which the person was employed or is currently employed. Fee structure will be based on state or course requirements.

(2) Adult Vocational Preparatory Program

Programs providing instruction in competencies that are realistic in terms of actual or anticipated opportunities for employment which are suited to individual needs, interests and abilities to (1) prepare persons for effective entry level performance in skilled and technical level occupations; (2) enable persons who are or have been employed in an occupational field or as a homemaker to upgrade competencies to maintain stability, advance or re-enter employment.

(3) Completion

Completion is based on mastery of all competencies identified by the state curriculum frameworks and student performance standards. In addition, prior to program completion, students must meet minimum reading and mathematics achievement requirements determined by the Florida Department of Education.

(4) Job Placement

1
2 While no school can guarantee placement, TECO has a professional staff to
3 assist currently enrolled students and graduates in securing employment
4 related to the training provided. Follow-up studies are conducted annually
5 to verify placement. In order to be in compliance with Florida Statutes,
6 each vocational program must have 70 percent of its graduates successfully
7 placed.
8

9 D. Community High School Programs:

- 10
11 (1) Adult Literacy, Grade Levels 0-3.9, - a program providing individualized
12 basic reading and writing skills;
13
14 (2) ESOL (English for Speakers of Other Languages), Levels I-III;
15
16 (3) Adult Basic Education, Grade Levels 4-8.9;
17
18 (4) GED Preparation, Grade Levels 9-11.9 with preparation for GED testing in
19 the five areas of writing, social studies, science, literature and the arts, and
20 mathematics.
21

22 The minimum age for testing is 18.

23
24 The State and National fee schedule is applied.

25
26 GED candidates are post-tested and, upon recommendation of the
27 instructor, scheduled for the GED examination.
28

29 Any student who is 16 or 17 years of age must meet with a counselor and a
30 parent or guardian to review the special petition process, complete the
31 Special Exception Petition (FC-370-0619), and review requirements such
32 as mandatory attendance. *Amended 7/29/97*
33

34 All students are advised to complete the Test of Adult Basic Education
35 (TABE) and the Practice GED Test. Under the following extraordinary
36 circumstances, students may take the GED Test before reaching the age of
37 18: *Amended 7/29/97*
38

- 39 (a) Court-ordered;
40
41 (b) Economically disadvantaged (must meet federal income guidelines);
42
43 (c) Previously or currently enrolled in an Alternative Program;
44
45 (d) Pregnancy;
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47 (e) Teen Parent;

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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

1 students meeting requirements set forth in SBR 6A-5.

2
3 The HSCT must be passed in order to receive an Adult High School
4 Diploma. *Amended 6/29/93*

5
6 (2) Adult Special Diploma *Adopted 7/2/96*

7
8 Any adult student who is twenty-one (21) or older and classified as
9 educable mentally handicapped, trainable mentally handicapped, profoundly
10 mentally handicapped, hearing impaired, deaf, specific learning disabled,
11 physically impaired, visually impaired, blind, autistic or emotionally
12 handicapped may be awarded an adult special diploma if the following
13 requirements are met:

14
15 (a) Complete course requirements as outlined below:

16
17 Option 1

18	Language Arts *	Three (3) credits
19		
20	Mathematics *	Three (3) credits
21		
22	Social Studies *	Two (2) credits
23		
24	Science *	One (1) credit
25		
26	Life Management Skills	One Half 1/2 credit
27		
28	Employability Skills	One Half 1/2 credit
29		
30	Electives (vocational, 31 practical arts, OJT, etc.)	Twelve (12) credits
32		
33		

34 Note: Courses listed in Section 4 of the Florida Department of
35 Education Course Code Directory for Exceptional Student
36 Education Senior High and Adult which are identified as
37 Comprehensive should be used to meet credit requirements for
38 Adult Special Diploma in the areas of Language Arts, Mathematics,
39 Social Studies and Science.

40
41 Option 2

42
43 Adult exceptional students who demonstrate mastery of specified
44 employment and community competencies may graduate by
45 meeting the following requirements:

- 46
47 1. The student shall satisfactorily complete the equivalent of

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eleven (11) credits, which must include two credits in Mathematics and two credits in Language Arts.
Amended 7/29/97

- 2. The student shall satisfactorily demonstrate employment and community-based competencies while employed full-time or at least 25 hours per week in a community-based job for a minimum of one semester (18 weeks), unless the student is placed in supported competitive employment. In this case, the student must be employed at least twenty (20) hours per week for the equivalent of one semester.
- 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

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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**
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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
8 for 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
19 Board or may request the Superintendent to call a special meeting, or shall
20 call a special meeting in the event that the Superintendent fails to do so
21 when requested, shall accept service of process in all suits against the
22 School Board, if he can be found, and shall perform all other duties as
23 prescribed 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
33 or 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
45 act as the School Board's representative in financial and legal matters, and
46 shall perform such other duties as may be required by law or action of the
47 School Board.

1
2 **D. Clerk**
3

4 The Superintendent's Secretary shall be the Clerk of the Board, unless the
5 Superintendent shall designate some other person whose name shall be submitted
6 to the Board for their approval.
7

8 **E. Attorney**
9

10 (1) The School Board shall select, employ and determine the duties and fee of
11 an attorney(s), who shall be responsible directly to the School Board.
12

13 (2) The Attorney for the School Board shall have the following duties and
14 responsibilities to be rendered in consideration of the hourly or yearly
15 compensation set by the School Board:
16

17 a. He shall attend all meetings of the School Board and other meetings
18 when requested. At these meetings he shall act as a Counselor to
19 the School Board.
20

21 b. He shall render a written opinion on any legal question when
22 requested by the School Board in session, with a copy furnished to
23 all School Board members and the Superintendent, and one copy to
24 be maintained by the School Board secretary in a Master Opinion
25 File, in the Office of the School Board. He shall render written
26 opinions on any legal question only when requested. Any School
27 Board member may request an opinion, however, if the opinion will
28 require a considerable length of time, then it is incumbent upon the
29 Attorney to seek School Board approval.
30

31 c. He shall prepare or supervise the preparation of all legal papers and
32 documents which shall be executed by the officers of the School
33 Board or he shall approve the same before execution thereof by said
34 officers.
35

36 d. He shall provide such opinions or other legal information to the
37 Superintendent or his delegated representative which may be
38 necessary for the immediate or long-range conduct of the affairs of
39 the School District.
40

41 e. He shall represent the School District in all litigation to which the
42 School District may be a part or in which it is interested, except in
43 cases where insurance coverage shall provide representation.
44

45 f. Upon the purchase of any real estate by the School Board, he shall
46 examine the abstract or preliminary report of title, as the case may
47 be, and render a written opinion concerning the same, and shall

1 represent the School Board in the purchase or sale of any real
2 estate.

3
4 g. Such other duties as directed by the Board.
5

6 **F. Committees**
7

8 All committees appointed by the Chairman or chosen by vote of the School Board
9 shall be for fact-finding, deliberative and advisory functions only, but never to have
10 legislative nor administrative powers. *Amended 6/17/97*
11

12 **G. School Advisory Councils *Amended 6/29/93***
13

14 (1) The School Board shall annually review School Advisory Councils which
15 shall be broadly representative of the community and which shall include
16 the principals, parents, teachers, other business and community members
17 and students on High School and Vocational Committees. At the times
18 established in the School Board Rules, open nominations and elections shall
19 be held. Unless otherwise directed by the School Board, the rules and
20 regulations for operation of the councils shall be developed and maintained
21 by the Superintendent subject to the action of the School Board. Such
22 School Advisory Councils shall not have any of the powers and duties
23 invested by law in the School Board, and shall act in an advisory capacity
24 only.
25

26 (2) Among any other duties assigned to a School Advisory Council at the time
27 of its establishment shall be the responsibility of participating in the
28 development and evaluation of an annual school improvement plan.
29 *Amended 7/21/98*
30

31 (3) Beginning with the 1999-2000 academic year, with assistance from the
32 principal and Finance Department, each school advisory council shall assist
33 in the preparation of the school's annual budget. *Adopted 7/21/98*
34

35 (4) Beginning in 1999-2000, each plan shall address issues relative to budget,
36 training, instructional materials, technology, staffing, student support
37 services, and other matters of resource allocation. *Adopted 7/21/98*
38

39 (5) The Board shall receive a copy of the minutes from the School Advisory
40 Council meetings, and a copy of the Feedback Report from each school. In
41 addition, the cumulative attendance of each member of each School
42 Advisory Council shall be reported to the Board with the minutes of each
43 meeting.
44

1 **H. Members**

- 2
- 3 (1) It is understood that the members of the School Board have authority when
- 4 acting as a School Board legally in session. The School Board shall not be
- 5 bound in any way by any action or statement on the part of any individual
- 6 member except when such statement or action is in pursuance of specific
- 7 instructions from the School Board.
- 8
- 9 (2) No member, by virtue of his office, shall exercise any administrative
- 10 responsibility with respect to the schools or as an individual command the
- 11 services of any school employee.
- 12
- 13 (3) Each School Board member shall serve as a representative of the entire
- 14 School District, rather than merely as representative of a School Board
- 15 member area.
- 16
- 17 (4) Any School Board member must accept service of process in all suits
- 18 against the School Board whenever the Chairman of the School Board and
- 19 the Superintendent are unavailable.
- 20

21 **I. Orientation**

- 22
- 23 (1) Under the guidance of experienced School Board members and the
- 24 Superintendent, orientation will be provided to new School Board
- 25 members through activities such as these:
- 26
- 27 a. Workshops for new School Board members conducted by state and
- 28 area School Board Associations
- 29
- 30 b. Discussions and visits with the Superintendent and other members
- 31 of the school staff
- 32
- 33 c. Provisions of printed and audio-visual materials on School Board
- 34 policies and administrative rules and procedures
- 35
- 36 (2) Education shall be considered as an on-going process for all School Board
- 37 members, and may include such activities as those indicated above and the
- 38 addition of items such as these:
- 39
- 40 a. Attendance at School Board and administrative conferences and
- 41 conventions on a local, area, state and national basis
- 42
- 43 b. Exchange of ideas through joint meetings with other school boards.
- 44
- 45 c. Verbal or written reports to the Board of Members' activities
- 46 outside of Board meetings.
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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.

N. Methods of Operation

- (1) The School Board, acting as a School Board, exercises authority over the schools in accordance with applicable laws. It determines policy, and appraises the results achieved in light of the goals of the school system.
- (2) The School Board shall concern itself primarily with broad questions of policy and with the appraisal of results, rather than with an administrative task to be performed by the Superintendent and his staff, who shall be held responsible for the effective administration and supervision of the entire school system.

O. Bylaws of the Board

- (1) Formulation, Adoption and Amendment of Bylaws
 - a. The School Board's Bylaws are rules designated to organize and control its internal operations. Some bylaws are set by statute.

1 Others may be formulated and adopted at its option by the School
2 Board itself as long as they are in harmony with the intent and
3 specifics of the Statutes.
4

- 5 b. In its deliberation leading to the establishment or amendment of its
6 bylaws, the School Board's central concern will be for increased
7 efficiency and effectiveness in carrying out its legally mandated
8 tasks.
9

10 (2) Adoption and Amendment of Bylaws

- 11 a. Bylaw proposals and suggested amendments to or revisions of
12 existing bylaws shall be submitted to all members of the School
13 Board and to the Superintendent in writing prior to a regularly
14 scheduled School Board meeting in which such proposed bylaws,
15 amendments, or revisions shall be read and discussed. Any such
16 proposed bylaws, amendments or revisions shall be adopted in
17 accordance with the requirements of Chapter 120, Florida Statutes
18 for adoption of Rules.
19

- 20 b. The formal adoption of bylaws shall be recorded in the minutes of
21 the School Board. Only those written statements so adopted and
22 recorded shall be regarded as official School Board Bylaws.
23
24

25 **P. Meetings**

26 All actions of the School Board shall be taken only in official School Board
27 meetings called, scheduled and conducted according to these bylaws and the
28 Statutes of the State of Florida.
29

30 (1) Time, Place, Notification for Meeting

31 The time, place and notification of meetings procedures shall be established
32 in the standing rules of the School Board, which shall be adopted at the
33 annual organizational meeting.
34
35

36 (2) Public and Executive Sessions

37 a. Public Sessions

38 The School Board shall conduct regular meetings, special meetings
39 and all conferences as public meetings with news media notified of
40 such meetings. Time, date and place of such meeting will be
41 included in news media notification.
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b. Executive Sessions: Amended 6/17/97

- (1) Executive sessions may be held ~~only~~ for the purpose of discussing the status of negotiations between labor organizations and the Superintendent and his designee ~~to~~ and instructing the Superintendent as to the School Board's desires in such negotiations.

- (2) Pending Litigation. In accordance with the procedural requirements of the Florida Statutes, the Board may hold an Executive Session with the Superintendent and the Board's attorney to discuss pending litigation to which the Board is presently a party before a court or administrative agency. The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. The Executive Session shall be recorded by a certified court reporter. The Superintendent shall give reasonable public notice of the time and date of the Executive Session and the names of persons who will be attending that session. The Executive Session shall commence at an open meeting at which the Chairman shall announce the commencement and estimated length of the Executive Session and the names of the persons attending. At the conclusion of the Executive Session, the meeting shall be reopened and the Chairman shall announce the termination of the Session. The transcript of the meeting is made part of the public record upon conclusion of the litigation.

c. Construction of Agenda/Advance Delivery of Meeting Materials Amended 6/17/97

1. The Superintendent shall prepare an agenda prior to each regular School Board meeting, special meeting, public hearing and workshop. The preparation of the agenda shall be in cooperation with the Board and the Superintendent shall make it available for distribution upon the request of any interested persons.

2. The Superintendent will make the supporting documentation available to each School Board member at least ninety-six (96) hours prior to each meeting, whenever practicable.

3. In connection with preparation of the agenda for each regular meeting of the School Board, the Superintendent shall prepare, in cooperation with the Board, a proposed

1 consent agenda, which shall consist of those agenda items
2 which normally are considered to be matters not requiring
3 discussion. The Superintendent shall cause such consent
4 agenda to be delivered to each School Board member along
5 with the regular and full agenda.
6

- 7 4. Prior to a vote by the School Board on the consent agenda,
8 any item included thereon shall be removed therefrom upon
9 the request of any School Board member. School Board
10 members, where possible, are encouraged to convey to the
11 Superintendent any such request by 12:00 o'clock noon of
12 the day of the meeting.
13
14 5. Above requirements do not apply to expulsion hearings or
15 when meeting as a quasi-judicial body.
16
17 6. Expulsion hearings and workshop meetings and other
18 special meetings shall be scheduled by the Superintendent as
19 directed by the School Board. The Superintendent is
20 authorized to schedule Expulsion hearings upon the
21 recommendation of staff.
22

23 (3) Meeting Conduct

24 a. Start of Meeting

25
26 The Chairman, or in his absence, the Vice-Chairman, shall start all
27 meetings promptly at the appointed hour.
28

29 b. Procedure for Discussion *Amended 6/17/97*

30
31 All debate on an issue shall be germane to the question, not
32 redundant, and in proper decorum. The Chairman has complete
33 discretion with regard to the conduct of the meeting. All questions
34 should be directed to the Chairman who is responsible for
35 recognizing Board members, staff, or others who desire to
36 comment on the issue.
37

38 c. Voting

- 39
40 1. No member of the School Board who is present at any
41 meeting of the School Board, at which an official decision,
42 ruling or other official act is to be taken or adopted, may
43 abstain from voting in regard to any decision, ruling, or act,
44 and a vote shall be recorded or counted for each such
45 member present, except when, with respect to any such
46 member, there is or appears to be a possible conflict of
47

1 interest as provided by law. Upon request of any School
2 Board member, the vote on any matter shall be by roll-call
3 vote. The Chairman shall vote last.
4

- 5 2. The minutes of the meeting shall show the vote of each
6 School Board member present on all matters on which the
7 School Board takes action. It shall be the duty of each
8 member to see to it that both the matter and his vote
9 thereon are properly recorded in the minutes.
10

11 (4) Action

- 12
13 a. Formal action by the School Board may be taken on any item
14 included in the agenda by whatever majority vote is required by the
15 Statutes.
16
17 b. All actions of the School Board shall be taken only in official
18 School Board meetings called, scheduled, and conducted according
19 to these bylaws and the Statutes of the State.
20

21 (5) Public Participation *Amended 6/17/97*

- 22
23 a. The School Board shall listen to the advice of and counsel of the
24 public in planning and operating the public schools. If a person has
25 a valid interest or communication pertaining to the immediate
26 business being discussed, he or she may be recognized to speak at
27 the sole discretion of the Chairman.
28
29 b. Public discussion on any one topic shall be limited to 15 minutes,
30 with each speaker being given 3 minutes to discuss the issue. New
31 speakers shall not repeat the opinion of another speaker, each new
32 speaker shall bring a new or different point of view. If an individual
33 is selected to speak, when that person is directed by the Chairman,
34 he or she should go to the podium and give the Board his or her
35 name for the record.
36
37 c. Prior to the meeting, each speaker shall sign a form, which is
38 maintained by the Superintendent and state whether they intend to
39 speak on a specific topic on the agenda or a topic which is not on
40 the agenda. The Chairman will determine whether persons who
41 completed the form will speak at the meeting. If the topic is not on
42 the agenda, the Board will not comment on the issue, but may
43 direct staff to contact the speaker about the matter. The staff may
44 contact the speaker to review or resolve the issue or to schedule the
45 issue at a subsequent Board meeting.
46

- 1 d. The Chairman has the authority to select persons from the audience
2 to speak before the School Board if the Chairman concludes that
3 the individual could make a contribution to items on the agenda or
4 the topic under discussion. Individual Board members do not have
5 the authority to select individual speakers
6
7 e. General citizen participation shall not be permitted when the Board
8 is sitting as the "Legislative Body" pursuant to Chapter 447, Florida
9 Statutes, to resolve impasse in any collective bargaining process;
10 nor when the Board is considering or hearing any charges or
11 recommendation, of suspension or discipline of any employee, any
12 student disciplinary proceeding, or otherwise acting as a quasi-
13 judicial body.

14
15 (6) Order of Business *Amended 6/29/93 & 6/17/97*

16
17 The School Board's business will usually be transacted in the order outlined
18 below. The Order of Business at any particular meeting may be altered by
19 the Chairman if no board member objects.
20

- 21 I. Meeting Openings
22 A. Call to Order
23 B. Invocation
24 C. Pledge of Allegiance
25 D. Mission Statement
26 II. Public Hearings
27 III. Presentations
28 IV. Agenda Modifications
29 V. Consent Agenda
30 VI. Items Removed from Consent Agenda for Special Consideration
31 VII. Public Comment (Regular and/or Special Meetings)
32 VIII. Administrative Services
33 IX. Business and Fiscal Services
34 X. School Operations and Human Resources
35 XI. Curriculum and Instructional Services
36 XII. Superintendent's Recommendations
37 XIII. Old Business (List)
38 XIV. New Business
39 A. New Items Introduced by the Superintendent
40 B. New Items Introduced by School Board Members.
41 XV. Board Member Comments and Committee Reports

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- 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 governing the Board, shall control. Each Board member shall be provided with a copy of Robert's Rules to be used for their term on the Board.
- b. It is recognized that Robert's Rules may be impractical to apply verbatim or literally to every parliamentary question that may arise in the course of the Board's proceedings. Questions of applicability or interpretation of Robert's Rules shall be referred to the Board Attorney for his opinion, however it shall always be prerogative of the Chairman to rule on such questions as he believes to be correct or proper for this Board, subject only to the right of any two (2) Board members to take an "appeal" from such ruling.

(8) Minutes

The minutes of the meetings of the School Board shall include the following:

- a. Classification (regular, adjourned or special), date and place of meeting
- b. Call to order stating time, person presiding and his office
- c. Record Board members present and absent
- d. Notation of the presence or absence of the Superintendent
- e. Record of any corrections to the minutes of the previous meetings and the action approving them
- f. All main motions (except withdrawn motions), points of order and appeals, whether sustained or lost

- 1 g. All other motions that were not withdrawn
- 2
- 3 h. Record of all petitions of citizens
- 4
- 5 i. Record of all matters on which the School Board takes action and
- 6 the vote of each School Board member thereon
- 7
- 8 j. Notation of the times of recesses
- 9
- 10 k. Hour of adjournment
- 11
- 12 l. Signature of the Secretary and Chairman
- 13

14 (9) Recording of Votes

15
16 Each member's vote shall be recorded, and with the approval of the other
17 members he may also append at that time a statement indicating the reason
18 for his vote.

19
20 a. Recording of Statements

21
22 An individual statement by a School Board member, which exceeds
23 fifty (50) words, may be included as an attachment to the minutes at
24 the School Board member's request, provided however, that a
25 written copy of the statement is submitted.

26
27 b. Electronic Recording

28
29 All regular and special public meetings of the Board shall also be
30 recorded electronically and the tape or other medium preserved by
31 the Board Clerk. An additional copy of such recordings shall be
32 kept readily accessible for use by Board Members, staff and the
33 public at the District Media Center.

34
35 **Q. Access to School Board Records**

36
37 (1) Fees for Document Copies

38
39 Copies of items requested by the general public, due to the cost involved,
40 shall be priced at the cost of production. Each person making the request
41 shall remunerate the School Board for the actual cost in each case.

42
43 (2) Distribution of Board Meeting Agendas by Mail

- 44
45 a. When the agenda for each School Board meeting has been
46 completed by the Superintendent and is ready for distribution,
47 additional copies will be reproduced and made available to

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interested citizens who may receive them at the District School Offices, 817 Bill Beck Boulevard, Kissimmee, Florida, until the supply is exhausted.

- b. Any citizen who desires a copy of the School Board meeting agenda mailed to him may arrange this service by contacting the office of the Superintendent. Mailing fees will be charged.
- c. Nothing contained in the foregoing shall operate to deprive a citizen of his right to inspect and examine public records as provided in Florida's Public Records Act.

(3) Public Access to Minutes

The approved minutes of the School Board shall be shown to the public upon request in the presence of the Superintendent or his delegate, provided, however, that records shall not be removed from the Administration Building of the school system, except by vote of the School Board.

R. Membership in Associations

Recognizing the value of the Florida School Boards Association as both political and legal representatives of school boards, and realizing that in times of changing laws, curriculums, and methods of operation that school boards must be kept abreast, the School Board wishes to maintain its membership in the Florida School Boards Association. In addition, the School Board may hold membership in such other school board associations as may exist, and shall look upon such membership as an opportunity for growth in School Board service.

S. Monitoring Products and Processes

- (1) The School Board directs the Superintendent, in cooperation with the school staff, student body, parents, and any other interested persons or groups, to establish and maintain a comprehensive accountability plan and set of procedures for the school system.
- (2) The plan shall provide for regular, scheduled reports to the School Board on students, school level professionals, and staff development in academic vocational and general behavioral pursuits in relation to professional and School Board adopted instructional goals.
- (3) The School Board accepts the responsibility for and will provide for monitoring for its own operations.

1 **T. Administrative Positions**

2
3 The Board will not take action on new administrative positions or administrative
4 nominations for at least one (1) week, seven (7) calendar days after being
5 announced by the Superintendent. This can be waived by a four-fifths vote of the
6 Board. Board members and news media will be notified in writing.

