

*The
School Board
Rules
of
Osceola County,
Florida*

1997-98 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**

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THE SCHOOL BOARD RULES of OSCEOLA COUNTY, FLORIDA

PREFACE

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

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.

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.

Table of Contents

Chapter 1

District School System

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.1	DISTRICT UNIT.....	1-1
1.2	CONTROL-ORGANIZATION-ADMINISTRATION.....	1-1
1.3	ADVISORY COMMITTEES	1-12
1.4	PROFESSIONAL DEVELOPMENT CENTER	1-17
1.5	DISTRICT INSTRUCTIONAL MATERIALS COUNCILS FOR THE STATE LEVEL TEXTBOOK ADOPTION PROCESS	1-20
1.6	SCHOOL BASED MANAGEMENT (SBM)	1-21
1.7	MANAGEMENT INFORMATION SYSTEM.....	1-22
1.8	INSERVICE EDUCATION.....	1-22
1.9	EDUCATIONAL EVALUATION.....	1-23
1.10	EARLY CHILDHOOD AND BASIC SKILLS DEVELOPMENT.....	1-24
1.11	EVALUATION OF SCHOOL PERSONNEL	1-24
1.12	SUPPLEMENTS.....	1-24
1.13	REPORTS AND FORMS CONTROL	1-25
1.14	AFFIRMATIVE ACTION AND EQUITY.....	1-25
1.15	INVOLVEMENT OF STUDENTS IN POLITICAL ACTIVITY.....	1-32
1.16	PERSONNEL RECORDS.....	1-32
1.17	SAFETY AND HEALTH LOSS CONTROL PROGRAM.....	1-38

1.18	DRUG-FREE WORKPLACE.....	1-39
1.19	TOBACCO-FREE WORKPLACE.....	1-44
1.20	PUBLIC RECORDS	1-45
1.21	AIDS/HIV TESTING	1-45
1.22	ZERO TOLERANCE FOR WORKPLACE VIOLENCE....	1-46

1 **1.0 THE DISTRICT SCHOOL SYSTEM**

2
3 **1.1 DISTRICT UNIT**

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

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

11
12 **1.2 CONTROL - ORGANIZATION - ADMINISTRATION**

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14 **1.2.1. School Board**

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16 **A. Responsibility - Qualifications**

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

26
27 **B. Organization**

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

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

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39 **C. Duties of the Chairman**

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

47
48 **D. General Powers and Duties of the Board**

49 In addition to the general powers and duties of the Board as provided by
50 Law, including, but not limited to, Sections 230.22 and 230.23 Florida
51 Statutes, the Board shall:
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- 53
54 (1) Establish the school calendar showing the opening and closing

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dates. Approve and designate the school holidays and vacation periods to be observed during the year as required by Section 230.23(4)(f)(g), F.S.

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

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.

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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.

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

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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.
- (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

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Intent shall be made at least twenty-one days prior to the intended action:

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

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

- (c) Workshops. The School Board may hold public workshops for rule development. Public workshops must be held for the purpose of rule development if the workshop is requested in writing by any affected person, unless the School Board explains in writing why a workshop is not necessary. Notice of a rule development workshop shall be made not less than fourteen days prior to the date on which the workshop is scheduled to be held. The notice shall indicate the subject area which will be addressed, the School Board contact person, and the date, place and time of the workshop. When a workshop is held, the School Board will ensure that the persons responsible for preparing the proposed rule are available to explain the proposal and to respond to questions or comments regarding the rules being developed.
- (d) Public Hearing. The School Board shall schedule a public hearing on a proposed adoption, amendment or repeal of any rule. The Notice of Intent shall contain the time, date and location of the public hearing.
- (e) Modification or Withdrawal of Proposed Rules. After the public hearing on a proposed rule, the modification or withdrawal of the proposed rule shall be governed by section 120.54(3)(d), Florida Statutes.
- (f) Filing for Final Adoption. One certified copy of the proposed rule, a summary of the rule, a summary of any hearings held on the rule, and a detailed written statement of the facts and circumstances justifying the rule shall be filed in the office of the Superintendent and shall be open to the public. Generally, the filing shall be made no less than twenty-eight days and no more than ninety days after the Notice of Intent. At the time the rule is filed, the School

1 Board shall certify that the time limitations in the APA have
2 been complied with, that all statutory rulemaking
3 requirements have been met, and that there is no
4 administrative determination pending on the rules. Rules
5 shall become effective when adopted by the School Board or
6 on a later date specified by the rule.
7

8 (2) EMERGENCY RULES
9

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

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

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

38 (4) RULEMAKING RECORD. The School Board shall compile a
39 rulemaking record. The record shall include, if applicable, copies
40 of:
41

- 42 (a) All notices given for the proposed rule;
43
44 (b) Any Statement of estimated regulatory cost for the rule;
45
46 (c) A written summary of hearings on the proposed rule;
47
48 (d) The written comments and responses as required by the
49 APA;
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51 (e) All notices and findings made for emergency rules; and,
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53 (f) Any other materials which pertain to the rulemaking process.
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The Superintendent shall retain the record of rulemaking, as long as the rule is in effect.

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

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

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

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

H. Official Minutes

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

I. Legal Counsel

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

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.

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- (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.

L. Personnel Records

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

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

M. Board Salary - Expenses

The salary for the Board Members is established by law. In addition to the salary provided, each member of the Board shall be allowed, from District

1 School Funds, reimbursement for travel and per diem expenses at the
2 maximum rate authorized by Section 112.061, Florida Statutes.

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

8
9 For conferences, the per diem rate shall be the maximum authorized by said
10 statute. Whenever a Board member is required to incur either Class A or
11 Class B travel, on emergency notice to the member, such member may
12 request the District to pay his expenses for meals and lodging directly to the
13 vendor, and the District may pay the vendor the actual expenses for his
14 meals and lodging during the travel period, limited to an amount not to
15 exceed that authorized by current laws and State Board of Education rules.

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17 N. Retirement

18 School Board members shall participate in the Florida Retirement System
19 and are eligible for Social Security through regular deductions from their
20 salaries.

21
22 In the event a School Board member is a former member of a State
23 Retirement System, that member shall have the option of continuing to
24 receive his retirement benefits and his salary as a Board member (in which
25 event only Social Security will be deducted once he has been paid \$500), or
26 he may make immediate application to the Division of Retirement in
27 Tallahassee upon his retirement to suspend his retirement benefits, have his
28 service as a Board member counted as retirement service and have his
29 retirement recomputed at a later date. Written application to the Division of
30 Retirement should include his social security number.

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32
33 1.2.2 Superintendent

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

39
40 The Superintendent shall have the authority and exercise when necessary the
41 powers granted him in Section 230.32, Florida Statutes, and other applicable laws
42 and regulations. The Superintendent shall perform the duties and responsibilities
43 prescribed in Section 230.33, Florida Statutes, and other applicable laws and
44 regulations, provided that in so doing he shall advise and counsel with the School
45 Board.

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47 In addition to the general powers and duties of the Superintendent as provided by
48 law, the Superintendent shall be the chief bargaining agent for the School Board in
49 matters of collective bargaining.

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52 A. Child Welfare

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

B. Transportation of Pupils

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

C. Courses of Study and Other Instructional Aides

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

D. Finance

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

E. Personnel

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

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

F. Records and Reports

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

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

G. School Plants

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

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H. Miscellaneous

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

I. Superintendent's Salary - Expenses

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

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

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

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

J. Specific Duties Delegated to the Superintendent

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

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

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(8) Authorize purchase orders for food purchases of unlimited amounts.

K. Duties of Principals

The principal shall:

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

Auth: 230.22 and 11.45, F.S.

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

1.3 ADVISORY COMMITTEES

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

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

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- (4) Parents shall be nominated and elected by parents.
 - (5) Each school principal shall submit on or before October 1, of each year, to the Superintendent and the School Board, on a meeting agenda, the following:
 - a. A memorandum of the principal's procedures for nominating and electing to the SAC, teachers, education support employees, parents of the students at the school and students (if applicable); and
 - b. A list identifying those nominated and a list identifying each member of the SAC so elected and a statement that the procedures for nomination and election were designed and implemented to ensure fairness and access for all members of the representative groups.
 - (6) The Board may require new nominations and elections, or modified nomination and election procedures if nominations or an election are not fair and equitable.
- C. Students shall be members of School Advisory Councils at the high school and post secondary levels. Students at the middle school and elementary school levels may be members of the School Advisory Councils at the discretion of each SAC.
- D. Business and other community members shall be selected by each school subject to the procedure stated herein. Each school principal shall submit on or before October 1, of each year, to the Superintendent and the School Board, a list that identifies (including the name, business and civic activities) business and community members appointed by the principal to the School Advisory Council. This membership list shall be presented on the first agenda after its preparation. The School Board has the right to appoint additional members to the School Advisory Council from the business and community, and shall make such additional appointments as are necessary to achieve proper representation of the ethnic, racial, and economic community served by the school. The School Board shall have the discretion to appoint additional members to the School Advisory Council whenever the Board deems it in the best interest of the District for the Board to make such additional appointments.
- E. The principal and the School Advisory Council shall report to the Superintendent and Board, as soon as reasonably possible, any change in the membership of the Council, and shall further report the meeting schedule and agenda for all meetings of the School Advisory Council. Each 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.

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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.

H. Standards applicable to all School Advisory Councils:

- (1) The minimum number of members of each Council should be at least fifteen (15), and the maximum number of members of each Council shall be forty (40), with the exception of such additional appointments as the School Board may make from time to time.
- (2) Each School Advisory Council shall meet at least monthly during the school's academic year, and the agenda shall be distributed at least seven (7) days in advance of each meeting to each member of the committee, the press, Superintendent, School Board members and all other persons who request a copy of the agenda in writing.
- (3) Each principal will ensure that the meeting is held in a room large enough to accommodate those members of the public and other interested persons (including media) who wish to attend and observe the meeting. Each SAC may develop its own guidelines for permitting public participation, but the privilege of voting will be extended only to members of the Council.
- (4) Each school principal shall be responsible for notifying each teacher, parent and guardian, education support employee, and eligible high school and post secondary (and if applicable, each eligible middle school and/or elementary school) student in the school, and to advise each such person of the following:
 - a. The existence of the School Advisory Council and the fact that each such person is eligible to be nominated for election to the SAC.
 - b. The procedure for having a person's name submitted for nomination.
 - c. The fact that self-nomination is permitted.
 - d. The name and telephone number at the school of the employee who can give further information concerning nomination and election to the School Advisory Council, and

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further explanation concerning the purpose and mission of the SAC.

e. The schedule of elections to SAC, and the waiting list procedure.

(5) The principal shall develop a waiting list, whereby interested persons in excess of the maximum number of forty (40) members shall remain on a regularly and publicly maintained list. If a vacancy occurs on the SAC, the SAC will elect a member from the list who will serve the remaining term of the vacating member.

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

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

- a. Terms for members shall be two (2) years.
- b. In order to establish staggered terms, one-half (1/2) of the members shall be elected to two (2) year terms and one-half (1/2) of the members shall be elected to one (1) year terms for the first election only.

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

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

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

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

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

This committee will serve the district in an advisory capacity to assess

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needs, promote career education as an integral part of the curriculum, review the district's Career Education Plan, serve as a liaison between the school and the Coordinator of Adult Education, etc.

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

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

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

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

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

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

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

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

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

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

1.3.4 Special Interest Committees

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

1 1.3.5 Foundation for Osceola Education

Adopted 6/29/93

2
3 The Foundation for Osceola Education, Inc. is organized and operated exclusively
4 to receive, hold, invest and administer property and to make expenditures to or for
5 the benefit of public prekindergarten through 12th grade education.

6
7 A. Duties

8
9 The Foundation shall perform its duties as prescribed in its corporate charter
10 and by-laws on file with the Department of State subject to the provisions of
11 State Board of Education Rule 6A-1.0013, and Section 237.40, Florida
12 Statutes.

13
14 B. Audit

15
16 (1) The fiscal year of the Foundation shall begin on July 1 and end on
17 June 30.

18
19 (2) At the close of each fiscal year, the Foundation's Board of Directors
20 shall provide for an audit in accordance with State Board of
21 Education Rule 6A-1.0013 and Section 237.40, Florida Statutes.

22
23 C. District Property

24
25 The Foundation is authorized to use the District's property, facilities and
26 personal services as determined annually by the Superintendent to operate
27 the Foundation.

28
29 D. Board of Directors

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

33
34 E. Not for Profit

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

39
40 1.4 PROFESSIONAL DEVELOPMENT CENTER (PDC)

Adopted 6/17/97

41
42 The purpose of the Professional Development Center (PDC) is to provide
43 professional development activities for all employees that will enable the school
44 community to succeed in school improvement and whenever possible to provide
45 those activities that meet the requirements for the renewal of teacher certificates.

46
47 1.4.1 Professional Development Center Council (PDC Council)

48
49 The Professional Development Center Council (PDC Council) shall consist
50 of members nominated by the Osceola Teacher Education Center Council,
51 the Professional Support Inservice Committee, administrators, universities,
52 community colleges, community agencies and other interested groups. The
53 Superintendent shall recommend members to the Board for approval.
54 Membership on the PDC Council shall include: Instructional personnel,

1 professional support staff personnel, business/community members,
2 university and community college personnel, and administrative personnel.
3 PDC Council size shall not exceed eleven (11) members.
4

5 Auth: 230.22, F.S. Imple: 231.600, 231.601(4) F.S.
6

7 A. Term of Office for PDC Council Members
8

9 The term of office of a PDC Council member shall be one (1) year.
10 Members may be appointed to successive terms on the PDC
11 Council.
12

13 B. Attendance at Professional Development Center Council Meetings
14

15 Appointment to the PDC Council is an honor and should be received
16 as such. With the appointment, the member accepts the
17 responsibility of representing all employees of the Board. In order
18 to properly represent employees, the representative must make every
19 reasonable effort to attend all meetings.
20

21 When a representative misses more than two meetings in any one
22 school year, that position shall be declared vacant and a new
23 representative will be appointed.
24

25 C. The Professional Development Center Staff
26

27 The PDC staff shall consist of the PDC coordinator and all other
28 groups or persons contracted to provide for professional
29 development of all personnel. The Superintendent shall recommend
30 an individual to coordinate the activities of the PDC. The Board
31 shall appoint the coordinator and staff of the PDC.
32

33 Auth: 230.22, F.S. 231.600, 231.601, F.S.
34

35 D. Voting Authority of the PDC Coordinator
36

37 The PDC coordinator shall be entitled to vote only when a tie occurs
38 in voting by the PDC Council.
39

40 Auth: 230.22, F.S.
41

42 E. PDC Responsibilities
43

- 44 (1) The PDC Council shall develop a prioritized list of inservice
45 needs with suggested methods of implementation.
46
47 (2) The PDC Center coordinator shall collaborate with university
48 and community college personnel.
49
50 (3) All programs shall be evaluated to determine the value to the
51 participant and to aid the PDC Council in determining future
52 PDC activities.
53

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

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F. Goals and Objectives

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

G. The PDC Budget

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

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

1.4.2. Osceola Teacher Education Center Council

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

A. Membership on the OTEC Council shall include:

- (1) One (1) classroom teacher from each school.
- (2) One (1) elementary building level administrator.
- (3) One (1) secondary building level administrator.
- (4) One (1) representative of the University of Central Florida.
- (5) One (1) representative of Valencia Community College.
- (6) In the event Exceptional Student Education (ESE) is not represented in part (1) above, one (1) at-large ESE teacher shall be appointed.
- (7) In the event vocational education is not represented in part (1) above, one (1) at-large vocational education teacher shall be appointed.
- (8) In the event English for Speakers for Other Languages (ESOL) is not represented in part (1) above, one (1) at-large ESOL teacher shall be appointed.

B. Term of Office for Classroom Teachers

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

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C. O TEC Council Responsibilities

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

1.4.3 Professional Support Staff Inservice Committee

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

Auth. 230.22, 231.600, & 231.601, FS

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

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

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

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

Pursuant to Section 233.115, Florida Statutes, members of the district instructional materials council are prohibited from accepting gifts, money, emoluments, or other

1 valuables which shall directly or indirectly influence the adoption or purchase of
2 any instructional materials.

3
4 The district instructional materials council shall not deny any publisher,
5 manufacturer, or a representative time to present a product(s) equal to that time
6 given for any other publisher, manufacturer, or representative.

7
8 The district shall forward to the Department of Education a statement of criteria and
9 procedures for evaluation of materials. This statement shall include whether any of
10 the submissions were piloted and/or used in the district and the number of council
11 members and meetings.

12
13 The District Instructional Materials Council will evaluate all submissions. Each
14 instructional material shall be ranked numerically as to its choice in relation to all
15 other materials of the same type evaluated, and no two (2) materials in the same
16 subject area may receive the same numerical ranking.

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18 Auth: 230.22, F.S.

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

20
21 1.6 SCHOOL BASED MANAGEMENT (SBM)

22
23 School based management in Osceola County is defined as a systematic way of
24 bringing district staff, principals, teachers, students and parents together to
25 participate in determining and improving school programs. (SBM) encourages
26 effective use of educational resources, reduces time in the decision making process
27 and places considerable emphasis on school effectiveness.

28
29 Elements of School Based Management in Osceola County include the following:

- 30
31 A. The school is the principal planning unit in the budget process. The
32 opportunity exists for school level input into the budgeting process and each
33 school develops an annual budget based on its unique needs. Once
34 budgeted, funds can be shifted to other functions and objects by following
35 district procedures.
- 36
37 B. The system of planning is continuous and reflects input from school level
38 administrators and teachers.
- 39
40 C. Planning for program and curriculum changes takes place in individual
41 schools based upon the needs of the individual school, the district and state
42 mandates.
- 43
44 D. Teacher placement decisions are a shared responsibility between the district
45 and local school.
- 46
47 E. Community input is received from School Advisory Councils unique to
48 each school. *Amended 6/30/92*

49
50 Auth: 230.22, F.S.

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

1 1.7 MANAGEMENT INFORMATION SYSTEM

2
3 The School Board shall:

- 4
5 A. Establish a District reports and forms control management system.
6 *Amended 6/30/92*
7
8 B. With assistance from the Department of Education, develop systems
9 compatible with the state management information system and unique local
10 systems. *Amended 6/30/92*
11
12 C. Provide, with the assistance of the Department of Education, inservice
13 training dealing with management information system purposes and scope,
14 a method of transmitting input data, and the use of output report
15 information.
16
17 D. Establish a plan for continuous review and evaluation of local management
18 information system needs and procedures.
19
20 E. Advise the Commissioner of Education of all District management
21 information needs.
22
23 F. Transmit required data input elements to the appropriate processing
24 locations in accordance with guidelines established by the Commissioner.
25
26 G. Determine required reports, comparisons, and relationships to be provided
27 to district school systems by the system output reports and continuously
28 review these reports for usefulness and meaningfulness, and submit
29 recommended additions, deletions and change requirements in accordance
30 with the guidelines established by the Commissioner.
31
32 H. Be responsible for the accuracy of all data elements transmitted to the
33 Department.
34
35 I. RECORDS RETENTION MANUAL (ADOPTED JULY 7, 1987) The
36 School Board adopts and maintains a Records Retention manual that
37 delineates procedures for the care and maintenance of records of the District.
38 This manual shall be administered through the Office of Records
39 Management.

40
41 Auth: 229.555(2)(b), F.S.
42

43 1.8 INSERVICE EDUCATION
44

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

- 48
49 A. Develop a systematic procedure for identification of personnel improvement
50 and performance needs.
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52 B. Develop a comprehensive plan with long and short range objectives,
53 consistent with the established needs.
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- C. Improve the level of performance of all personnel through programs or activities conducive to obtaining the desired level of performance, and particularly for those who serve in the early childhood and basic skills development program.
- D. Increase competencies, skills and knowledge of personnel for more efficient and effective personnel utilization.
- E. Develop a systematic procedure for evaluating the effectiveness of staff development activities.
- F. Develop and implement a program for beginning teachers that conforms to the Florida Professional Orientation Program in accordance SBR 6A-5.75.
- G. Develop a District Management Training Program for school effectiveness which will implement training in managerial competencies determined by the Florida Council on Educational Management per Section 231.087(5), F.S.

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

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

1.9 EDUCATIONAL EVALUATION

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

A. District Report

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

B. School Report

Each school shall annually report on its status of education and shall base its report upon information for the prior school year. The report shall 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)

1.12 SUPPLEMENTS *Amended 6/30/92*

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

1 1.13 REPORTS AND FORMS CONTROL

2
3 A. Purpose

4
5 To provide the schools, district, state, and federal agencies with required
6 data in a timely and accurate fashion while reducing duplication.

7
8 B. Definitions

9
10 (1) Form - Any written communication, whether in memorandum,
11 survey or standard form format, with blank spaces for the filling in
12 of data.

13
14 (2) Report - Any form in which the blanks have been completed or any
15 summary of data prepared after aggregation of data on forms.

16
17 C. Authorization and List of Forms

18
19 Those School District forms, as indexed in the Forms Index and located in
20 the Office of Records Management, constitute the approved district forms as
21 required by F.S. 120.53(1) (b). A copy of any form listed in the Index may
22 be obtained without cost from the Office of Records Management.

23
24 D. New or Revised Forms

25
26 Any new or revised forms must be submitted to the Office of Records
27 Management for review in accordance with the procedures set forth in the
28 Forms Management Handbook. Any form developed by the District which
29 imposes any requirement or solicits any information not required by statute
30 or by an existing rule must be submitted for approval by the Board, and on
31 approval shall be included in the Forms Index and placed on file in the
32 Office of Records Management.

33
34
35 1.14 AFFIRMATIVE ACTION AND EQUITY

36
37 1.14.1 General Statement *Revised 4/14/92*

38
39 The School District of Osceola County, Florida is legally responsible to ensure that
40 equal education opportunities are available to all individuals within the district who
41 are eligible under the laws of the State of Florida to receive a free public education
42 in the district. The district is also responsible to ensure equal employment
43 opportunities to all individuals. Educational programs and employment
44 opportunities shall be made available free of any sexual harassment and
45 discrimination based on race, gender, color, disability, religion, marital status,
46 national origin or other non-merit factor. In limited circumstances, gender or
47 disability may be disqualifying as permitted by law.

48
49 1.14.2 Definitions

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

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

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

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

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

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

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

31
32 Discrimination in education shall mean any deprivation, discrimination, or
33 denial of any educational opportunity, benefit, term or condition, privilege,
34 grade or reward in connection with education, on the basis of a student's
35 race, color, religion, age, sex, handicap, national origin or other non-merit
36 factor, except where sex, age, or physical or mental condition is a bonafide
37 qualification or requirement for a particular educational opportunity.
38

39 Auth. 228.2001, Florida Statutes; Title IX, Education Amendments of 1972: DOE
40 Guidelines, Federal Register Vol. 62, No 49 (March 13, 1997)
41

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

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

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

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

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

- (1) Monitoring all educational programs and employment opportunities to ensure that they are available to all individuals with the district who are eligible under the State of Florida and the School Board of Osceola County, Florida.
- (2) Monitoring the hiring of protected classes of employees.
- (3) Reviewing promotional opportunities for protected class employees.
- (4) Reviewing the percentage of disciplinary actions against protected classes of students and employees.
- (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.

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The Affirmative Action Committee may provide input to the School Board in developing a program or programs for the advertisement of job opportunities in various minority communities, and may otherwise assist the School Board in recruiting qualified minorities for employment within the District.

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

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

E. Implementation *Revised 4/14/92*

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

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

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

6 1.14.4 Equity Revised 6/17/97
7

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

24 C. Employee Complaints
25

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

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

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

D. Applicant Complaints

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

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

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

1 (4) The student must report any discrimination or sexual harassment
2 immediately to the principal or director of the school. If the
3 principal or the director of the school is the subject of the complaint,
4 then the student must immediately report any allegation of
5 harassment or discrimination to the Equity Committee and the
6 Superintendent for appropriate resolution. The principal, director,
7 Equity Committee or Superintendent, as the case may be, shall
8 cooperate with any reporting student and assist the student in
9 preparing a written complaint that details the nature of the charge(s).
10 The complaint of the student shall not be dismissed for reasons of an
11 untimely filing or submission of the complaint, and appropriate
12 School District staff shall take such action as is reasonably necessary
13 to assist the student in filing the complaint
14

15 (5) Upon filing of a complaint or an allegation of charges by a student
16 alleging sexual harassment or discrimination, the principal, director,
17 or Superintendent, as the case may be, shall immediately take
18 reasonable and appropriate action to protect the student from any
19 condition harmful to the student, as reasonably necessary. Note: In
20 the event any employee of the School District receives a complaint
21 (whether verbally or in writing) of harassment or discrimination
22 from a student, then that employee shall take whatever emergency
23 action is necessary to protect the student, and shall thereafter
24 immediately report the matter, with written confirmation of the
25 report, to the principal, director or Superintendent of the School
26 District, as appropriate. After the appropriate action has been taken
27 to preserve the safety and well-being of the student, the
28 administrator to whom the complaint has been referred shall inform
29 the student and his or her parents of the existence of the Equity
30 Committee and the availability of that Committee to investigate and
31 report on the charge of discrimination or harassment.
32

33 (6) If the Equity Committee receives a complaint by a student of sexual
34 harassment or discrimination, then the Committee shall conduct its
35 investigation and issue its final written report in accordance with the
36 procedures specified elsewhere in School Board Rules.
37

38 F. The district's functions of leadership, technical assistance, and evaluation
39 shall be applied to the implementation of this commitment. The commitment
40 of providing equal educational opportunities shall apply in all program
41 areas.
42

43 G. This policy does not derogate any federal or state law, and should be
44 interpreted in a manner consistent with applicable court rulings and statutes
45 of Florida and the United States.
46

47 H. For additional information or to file a concern or complaint, contact an
48 Equity Committee member.
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50 I. The School District encourages victims of sexual harassment to come
51 forward with such claims. This may be done through the Employee
52 Grievance Resolution Procedure or through a written complaint to the
53 Equity Committee.
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- J. Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon sexual favors, are encouraged to report these conditions to the appropriate administrator. If the employee's direct administrator or supervisor is the offending person, the report shall be made to the next higher level of administration or supervision.
- K. Employees are also urged to report any unwelcome conduct of a sexual nature by supervisors or fellow employees if such conduct interferes with the individual's work performance or creates a hostile or offensive working environment.
- L. Confidentiality will be maintained in accordance with applicable statutes and no reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.
- M. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated.
- N. Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to, warning, suspension, or termination subject to applicable procedural requirements.
- O. It is the policy of the School District of Osceola County, to create an educational and work environment free of harassment on the basis of race, sex, national origin or handicap. The School District will not tolerate sexual harassment activity by any of its employees. This policy similarly applies to non-employee volunteers who work subject to the control of school authorities.

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

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

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

1.15 INVOLVEMENT OF STUDENTS IN POLITICAL ACTIVITY

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

1.16 PERSONNEL RECORDS

1.16.1 Definition of Terms

A. Evaluations

Include classroom observations, annual evaluations, assessment, reprimands, commendations and due process documentation.

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B. Complaint

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

C. Limited File

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

Information that is not available for public review. This would include medical records, psychiatric, psychological files, payroll deductions,

1 transcripts, preliminary investigations, active investigations, evaluations and
2 assessments prior to July 1, 1983, and subsequent evaluations for one full
3 school year.

4
5 D. Custodian of Records

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

10
11 E. Derogatory Material

12 Typical examples:

- 13
14
15 (1) Complaints, allegations, negative assessments, evaluations and
16 charges related to work performance. (Can be placed in file.)
17
18 (2) Employee's conduct, service, character or personality not related to
19 work performance. (Cannot be placed in file.)
20

21
22 F. Designee

23 Persons authorized by School Board Members, the Superintendent, the
24 principal or the employee to inspect all aspects of the personnel file in the
25 exercise of their respective duties. (Based on the need to know.)
26

27
28 G. Inspection of Records Amended 7/23/91

29 Every person who has custody of personnel files shall permit the records to
30 be inspected and examined by any person desiring to do so, at reasonable
31 times, under reasonable conditions and under supervision by the custodian
32 of records or his designee. Confidential records are not available for
33 inspection by the public.
34

35
36 H. Lawful Criminal Investigation

37 Any investigation conducted by local, state and federal law enforcement
38 agencies concerning criminal acts, according to the laws of the state or
39 community as enforced by the courts.
40

41
42 I. Law Enforcement Personnel

43 Any person employed by an authorized law enforcement agency to conduct
44 an investigation concerning unlawful acts, e.g.; employed by federal, state,
45 or county or municipal agency.
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49 J. Medical Records

50 Include medical, psychological/psychiatric evaluations, medical releases,
51 workers' compensation reports and other letters, documentation or reports
52 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, credit union.

M. Preliminary Investigation

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

N. Probable Cause

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

O. Right of Inquiry

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

1.16.2 Personnel Files

A. Definition of Personnel File

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

B. Access to Personnel Files

- (1) The complete file is open as needed to:
 - a. School Board Members and the School Board Attorney.
 - b. Superintendent, Assistant Superintendents, Principals, Assistant Principals, or their respective designees.
 - c. Supervisor of the employee.
 - d. Employee.

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- 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.
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.

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- 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.

D. General Information

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

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b. With a finding that there is probable cause to proceed further or with disciplinary action taken or charges filed.

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

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

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

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

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

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

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PROFESSIONAL SUPPORT *Amended 6/29/93*

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

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

1.17 SAFETY AND HEALTH LOSS CONTROL PROGRAM

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

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

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

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

1.18 DRUG-FREE WORKPLACE

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

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

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

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

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

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

1.18.3 Employees have the right to know the dangers of drug and/or alcohol abuse in the workplace, the school district's policy about them, and what help is available to combat drug and/or alcohol problems. This document spells out the school district's policy. The school district will institute an education program for all employees on the dangers of drug and/or alcohol abuse in the workplace. All

1 employees are encouraged to self-identify and to participate in the following
2 rehabilitative help:

3
4 Medical benefits for substance-abuse treatment

5
6 Information about community resources for assessment and treatment

7
8 Counseling program

9
10 Employee Assistance Program

11
12 In addition, the school district will provide supervisory training to assist in
13 identifying and addressing illegal drug and/or alcohol use by employees.

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

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

28
29 1.18.5 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM
30 *Adopted 5/2/95*

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

40
41 A. Definitions

42
43 (1) Alcohol:

44
45 The intoxicating agent in beverage alcohol, ethyl alcohol, or other
46 low molecular weight alcohols including methyl and isopropyl
47 alcohol.

48
49 (2) Alcohol Use:

50
51 The consumption of any beverage, mixture, or preparation,
52 including any medication containing alcohol. The use of alcohol is
53 prohibited both during the work day and for four hours prior to

1 reporting for duty. The use of alcohol is also prohibited for eight
2 hours following an accident, or until the employee is tested.

3
4 (2) Controlled Substance or Drug:

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

11
12
13 (3) Covered Employees:

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

18
19
20 (4) Medical Review Officer (MRO):

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

27
28
29 (5) Program Manager:

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

34
35
36 (6) Refusal to Submit to an Alcohol or Controlled Substance Test:

37 An employee has refused to submit to an alcohol or controlled
38 substance test if the employee (1) fails to provide adequate breath for
39 testing without a valid medical explanation after he or she has
40 received notice of the requirement for breath testing; (2) fails to
41 provide adequate urine for controlled substance testing without a
42 valid medical explanation after he or she has received notice of the
43 requirement for urine testing; or (3) engages in conduct that clearly
44 obstructs the testing process. Refusal to submit to an alcohol or
45 controlled substance test is a positive result.

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48 (7) Safety Sensitive Function:

49 Any function for which a Commercial Driver's License is mandated
50 and any of those on duty functions set forth in 40 C.F.R. ss 395.2,
51 on duty time.
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(8) Substance Abuse Professional:

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

B. Policy

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

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

C. Testing and Analysis

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

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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.

(3) Post-Accident Testing

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

(4) Random Testing

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

(5) Return to Duty and Follow-up Testing

In the event a decision is made to return an employee to duty following a positive finding for alcohol or controlled substances, at

1 the employee's expense, the employee will be required to be tested
2 prior to returning to work. The employee must be evaluated by a
3 substance abuse professional and participate in any assistance
4 program prescribed. At the employee's expense, the employee shall
5 be subject to a minimum of six unannounced follow-up controlled
6 substance and/or alcohol tests in the first 12 months.

7
8 **D. Positive Results**

9
10 (1) Prior to verifying a positive test result, the MRO shall make every
11 reasonable effort to contact the employee by telephone and afford
12 him/her the opportunity to discuss the test result. The employee will
13 immediately telephone the MRO when notified that the MRO is
14 attempting to contact said employee. If, after making all reasonable
15 efforts, the MRO is unable to contact the employee directly, the
16 MRO shall contact the program manager. The employee will be
17 suspended until the matter is resolved, or pending further School
18 Board action, which may include suspension without pay or
19 termination.

20
21 (2) Any employee who questions the results of a required drug test set
22 forth in this policy may request that a test of the split sample be
23 conducted within 72 hours of being notified by the MRO. The
24 Superintendent will not recommend further job action to the School
25 Board against the employee, including suspension without pay
26 and/or any other permitted action under this policy during this 72-
27 hour period, and if a split sample test is timely requested, during
28 such period of time reasonably necessary for the test results to be
29 obtained from the testing lab. This test may be conducted at the same
30 or different testing laboratory, as long as that laboratory is a United
31 States Department of Health and Human Services certified
32 laboratory. The employee shall be responsible for prepayment of the
33 second test by certified check or money order. The cost of the
34 second test will be reimbursed to the employee only if the second
35 test results are negative. If the second portion of the sample also
36 tests positive, then the employee is subject to the sanctions of this
37 policy. If the second portion produces a negative result, or for any
38 reason the second portion is not available, the test is considered
39 negative and no sanctions are imposed.

40
41 1.18.6 All employees are asked to acknowledge that they have read the above policy and
42 agree to abide by it in all respects. By law, this acknowledgment and agreement are
43 required of each employee as a condition of continued employment.

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46 **1.19 TOBACCO-FREE WORKPLACE**

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48 1.19.1 All buildings owned or operated by the School Board shall be tobacco-free.
49 *Amended 6/30/92*

50
51 1.19.2 Effective July 1, 1991, all new School Board worksites, including buildings and
52 grounds shall be tobacco free. *Adopted 7/23/91*

1 1.20 PUBLIC RECORDS *Adopted 7/23/91*

2
3 Public Records means all documents, papers, letters, maps, books, tapes,
4 photographs, films, sound recordings or other material, regardless of physical form
5 or characteristics, made or received pursuant to law or ordinance or in connection
6 with the transaction of official business of any agency.

7
8 1.20.1 Inspection Procedures

- 9
10 A. Every person who has custody of a public record shall permit the record to
11 be inspected and examined by any person desiring to do so, at any
12 reasonable time, under reasonable conditions, and under supervision by the
13 custodian of the public record or his designee.
14
15 B. All public records which are presently provided by law to be confidential or
16 prohibited from being inspected by the public are exempt from inspection or
17 duplication.

18
19 1.20.2 Duplication Fees

- 20
21 A. When a copy of a public record is requested, the custodian of the record, or
22 his designee, is authorized to furnish a copy of the record. Reproduction of
23 public records is to be done on the School Board premises.
24
25 B. In cases where the copies consist of more than two (2) pages, the custodian
26 shall charge a payment of fifteen cents (.15) for one side of a duplicated
27 copy or twenty cents (.20) for a two sided duplicated copy.
28
29 C. A fee of one dollar (\$1.00) shall be charged for certification of a public
30 record, using the District Seal.
31
32 D. In cases where audio cassettes are requested, the custodian will charge one
33 dollar (\$1.00) or the actual cost of the cassette, whichever is greater.
34
35 E. If the nature or volume of the public records requested to be inspected,
36 examined or copied requires extensive use of information technology
37 resources and/or extensive clerical or supervisory assistance by District
38 personnel, the District may charge, in addition to the above, a special
39 service charge which shall be reasonable and shall be based upon the cost
40 incurred by the District.

41
42 1.21 AIDS/HIV TESTING *Adopted 6/29/93*

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

- 47
48 A. Employees who are HIV positive or have AIDS will remain in their jobs as
49 long as they are able to perform the essential functions of the job with
50 reasonable accommodation.
51
52 B. The School Board may not require an employee or applicant to take an HIV-
53 related test as a condition of hiring, promotion or continued employment
54 unless the absence of the HIV infection is a bona fide occupational

1 qualification for the job in question. Nor may the School Board segregate
2 or classify an employee in such a way so as to deprive the employee of
3 employment opportunities or affect his or her status as an employee, or
4 otherwise discriminate against any employee with respect to compensation,
5 terms, conditions, or privileges of employment, on the basis of the results
6 of an HIV-related test, unless the absence of HIV infection or AIDS is a
7 bona fide occupational qualification for the job in question.

- 8
9 C. The School Board may not require an HIV-related test unless it is necessary
10 to ascertain whether the employee is able to currently perform essential
11 duties of the job in a reasonable manner or whether an employee will
12 present a significant risk of transmitting HIV infection or AIDS to other
13 persons in the course of normal work activities. The safety of students and
14 other employees shall be of paramount concern to the School Board with
15 respect to these issues. However, the test will not be administered unless
16 there are no reasonable accommodations short of requiring the test.
17
18 D. The School Board may take job action against an employee, as permitted by
19 law, where an employee is unable to perform the essential requirements of
20 his or her job, with reasonable accommodations, or for refusal to take an
21 examination or test directed by the Board.
22

23 1.22 Zero Tolerance for Workplace Violence *Adopted 6/17/97*
24

- 25 A. Employees shall not engage in speech, conduct, behavior, verbal or
26 nonverbal, or commit any act of any type which is reasonably interpreted as
27 abusive, profane, intolerant, menacing, intimidating, threatening, or
28 harassing against any person in the workplace.
29

30 "Person" means any natural person, including an employee, student, parent,
31 or guardian.
32

- 33 B. "Workplace" means any place where job performance is implicated,
34 including but not limited to, any facility owned and operated by the School
35 Board, during travel to and from any educational facility, attendance at any
36 school related or school sponsored function, and any environment where
37 the reputation and credibility of the School District may be impaired by
38 inappropriate conduct.
39

- 40 C. Each employee must report to his or her immediate supervisor any violation
41 of this policy. If, for any reason, an employee believes that he or she
42 cannot report a violation of this rule to the immediate supervisor, the
43 complaint must be filed with the Superintendent.
44

- 45 D. Violation of this policy by an employee will subject that employee to
46 disciplinary action up to and including termination from employment.
47

- 48 E. The Superintendent shall establish procedures for the implementation of this
49 policy.
50

51 Auth. 231.001 & 230.23(5), FS
52

Table of Contents

Chapter 2

District Financial Administration

<u>Section</u>	<u>Title</u>	<u>Page</u>
2.1	GOALS.....	2-1
2.2	BUSINESS OPERATIONS.....	2-1
2.3	BUDGETING CONCEPTS AND PROCEDURES	2-15
2.4	SALARY SCHEDULE RULES.....	2-16
2.5	GIFTS.....	2-19
2.6	PROMOTIONS AND PUBLIC RELATIONS FUNDING.....	2-21
2.7	USE OF SCHOOL BOARD OWNED OR LEASED VEHICLES.....	2-21
2.8	PAYMENT OF PROFESSIONAL MEMBERSHIP DUES.....	2-21
2.9	INTERNAL ACCOUNTS.....	2-22

1 **2.0 DISTRICT FINANCIAL ADMINISTRATION**

2
3 **2.1 GOALS**

4 The Board shall:

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

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

23
24 **2.2 BUSINESS OPERATIONS**

25
26 **2.2.1 District Financial Records**

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

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

1 2.2.2 District School Budgets

2
3 A. Annual Budget

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

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

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

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

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

23
24 C. Financial Statements

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

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

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

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

39
40 Auth: SREF Chapter 2.1(3).

41
42 E. Execution of Budget

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

48
49 F. Purchasing Policies

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

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

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

8 (a) School Board Approval Required
9

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

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

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

44 (c) State Price List
45

46 As required by Section 230.23, subsection (10)(j), Florida
47 Statutes, consideration shall be given to price agreements
48 and state contracts available under regulations of the
49 Department of Management Services, Division of
50 Purchasing.
51

52 (d) Purchasing Department is Responsible to Develop Product
53 Specifications
54

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

11
12 (e) Scope of Transactions Covered by this Policy

13
14 For the purpose of this policy, the term "purchase order" or
15 "contract" shall mean any purchase order, contract
16 agreement, lease, or other pledge or encumbrance, wherein
17 the School Board is obligated to pay a sum of money in
18 consideration of its receipt of any goods or products whether
19 tangible or intangible, or services, except services performed
20 by employees in the course of their employment with the
21 Board, travel reimbursements and purchases from internal
22 accounts, which are excluded from the scope of this policy.
23 In determining whether a purchase exceeds any applicable
24 threshold dollar value stated in this policy, including the
25 value requiring competitive bidding, it shall be improper to
26 break-out into separate purchase orders any goods or
27 services or combination of goods or services, which should
28 reasonably be viewed as a single acquisition at the time of
29 the initial purchase order.
30

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

- 32
33 (a) Sealed bids shall be requested for all authorized purchases
34 equal to or exceeding the amount requiring bids according to
35 State Board Rule 6A-1.012(6), or such lesser amount as
36 may be established by the Superintendent, except those
37 specifically exempted by State Board Rules, Department of
38 Education guidelines or Florida Statutes. Bids shall be
39 publicly opened and tabulated by the Purchasing Department
40 at a preannounced time and place. The Purchasing
41 Department shall work in consultation with other staff
42 members, departments, schools, and the District's
43 consultants where necessary to evaluate the proposals and to
44 make a recommendation to the School Board as to the award
45 of the contract. *Amended 6/17/97*
46
47 (b) The Board shall have the authority to reject any or all bids
48 and request new ones. In acceptance of bids, the Board
49 shall act in compliance with State Board Regulation 6A-
50 1.012.
51
52 (c) Whenever practical, items for which a District bid has been
53 awarded shall be purchased from the vendor to whom the
54 bid has been awarded.

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- (d) Food items for the District Food Service operation shall be purchased following sealed bid procedures with the exception that they be awarded by the Superintendent and the results presented to the Board for information in the consent agenda.
- (e) Written, including facsimile, quotes shall be requested from at least three (3) sources for all authorized purchases exceeding one thousand dollars (\$1,000) except for items specifically exempted by State Board Regulations.
Amended 6/17/97

Auth. 237.02(1)(a). FS

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

The School Board hereby adopts the procedure specified in Florida Statutes, Section 120.53(5) for the resolution of bid protests subject to the following:

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

"Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

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

- (c) Any person with a perception of being adversely affected by the award of a bid by the School Board or the recommendation of the Director of Purchasing or other responsible employee of the School Board shall file with the Director of Purchasing as agent for the School Board a notice of protest in writing within 72 hours after the posting of the bid tabulations or after receipt of the notice of the School Board decision or intended decision, whichever occurs first, and shall file a formal written protest within ten (10) days after the date he or she has filed the notice of protest. With respect to a protest of the specifications contained in an invitation to bid or in a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of notice of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals, and the formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall

1 constitute a waiver of proceedings under Chapter 120,
2 Florida Statutes. The School Board may, in its discretion,
3 waive any procedural irregularity or defect in procedures so
4 long as any opposing party is not materially prejudiced by
5 such waiver.
6

7 The provisions specified herein constitute the exclusive
8 remedy for any adversely affected party with respect to a bid
9 protest. The formal written protest shall state with
10 particularity the facts and law upon which the protest is
11 based.
12

- 13 (d) Upon receipt of the formal written protest which has been
14 timely filed, the School Board shall stop the bid solicitation
15 process or the contract award process until the subject of the
16 protest is resolved by final agency action, unless the School
17 Board, by duly enacted resolution sets forth in writing the
18 particular facts and circumstances which require the
19 continuance of the bid solicitation process or the contract
20 award process without delay in order to avoid an immediate
21 and serious danger to the public health, safety or welfare.
22

23 The School Board finds that a substantial interest in the
24 public welfare is the timely award of contracts when required
25 as a condition of receiving grants or funds from outside
26 sources which will be in addition to the regular school
27 budget.
28

- 29 (e) The School Board shall conduct an informal administrative
30 hearing, under Section 120.57(2), Florida Statutes, acting as
31 the agency head, where there are no disputed issues of
32 material fact. The informal hearing shall be held within
33 seven days, excluding Saturdays, Sundays and legal
34 holidays of receipt of the formal written protest, unless the
35 parties, with the consent of the School Board, agree to
36 extend the time for the hearing. The School Board shall
37 have the right to schedule the hearing subject to these
38 provisions.
39

40 The School Board, under Section 120.57(1)(a), Florida
41 Statutes, declares that it shall act as the agency head for
42 purposes of a formal hearing of the bid protest where there
43 are disputed issues of material fact. The hearing shall be
44 conducted where there are disputed issues of material fact
45 within 15 days of the formal written protest. The School
46 Board shall have the right to schedule such hearing within
47 the 15 day period. The Board finds it is essential to its
48 orderly function that it act as the quasi-judicial body to
49 consider bid protests. *Amended 6/17/97*
50

51 Auth. 120.57(3)(a), FS
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(4) Proposals

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

(5) Pool Purchases

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

(6) Property Records

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

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

Term contracts are subject to the availability of lawfully appropriated funds. Term contracts may be written from fiscal year to year where 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 Management Department to ensure that proper safety standards are met.

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

2
3 If at any time there is reason to believe that conditions in the District
4 have changed so that the conditions of the most recent survey have
5 become obsolete and invalid, the Board may arrange for a new
6 survey and prepare a new priority list in accordance with the
7 provisions of State Requirements for Educational Facilities,

8
9 Auth: SREF, Chapter 3.1.

10
11 (2) Cooperative Use of Facilities

12
13 The School Board may participate with one or more adjacent school
14 districts in a cooperative project to establish a common school
15 facility to accommodate pupils residing in the respective districts. In
16 this event the cooperating district shall:

- 17
18 a. Adopt and submit to the Commissioner of Education a joint
19 resolution indicating their commitment to the utilization of
20 the requested facility:
21
22 b. Request the Commissioner to have a school facility needs
23 survey conducted to determine the school facility necessary
24 for the proposed use; and
25
26 c. Designate the school district in which the facility is to be
27 located and which is to assume responsibility for the
28 operation, maintenance, and control of the facility.

29
30 All facilities established pursuant to this section shall
31 maximize the use of modular and relocatable units.

32
33 235.42(9), 235.22, 235.195, F.S.

34
35 (3) Contract Administration *Adopted 7/2/96*

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

45
46 (4) Change Orders *Adopted 7/2/96*

47
48 The School Board may authorize the Superintendent to approve
49 change orders in the name of the Board where the monetary impact
50 is less than \$10,000. These approvals are for the purpose of
51 expediting the work in progress and shall be reported to the Board
52 and entered in its official minutes. The monetary limit applies to
53 each issue or matter and an issue or matter may not be divided into

1 separate issues or matters to avoid the requirement of School Board
2 approval.

3
4 (5) Retainage on Construction Projects Amended 7/2/96

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

11
12 H. General Operating Petty Cash Accounts Amended 6/30/92 & 6/27/95

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

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

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

27
28 I. Fidelity Bonds

29 Each and every official or other person responsible for handling or
30 expending school funds or property shall be adequately bonded at all times
31 in the amount specified in and in accordance with State Board Regulation
32 6A-1.692.

33
34 J. Workers' Compensation

35 All employees of the School Board of Osceola County, Florida are entitled
36 by law to the benefits of Workers' Compensation, as provided in Chapter
37 440, Florida Statutes. Amended 7/23/91

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

42 If an employee has sustained an injury/illness in the course and scope of his
43 employment and the authorized treating physician has stated in writing that
44 the employee is able to return to work with restrictions, the Risk
45 Management Department may assign the employee to light duty. If the
46 immediate supervisor cannot accommodate the restrictions, the Risk
47 Management Department may assign the employee to light duty. If the
48 immediate supervisor cannot accommodate the restrictions, the Risk
49 Management Department may assign the employee to light duty. If the
50 immediate supervisor cannot accommodate the restrictions, the Risk
51 Management Department may assign the employee to light duty. If the
52 immediate supervisor cannot accommodate the restrictions, the Risk
53 Management Department may assign the employee to light duty. If the
54 immediate supervisor cannot accommodate the restrictions, the Risk

1 Management Department will coordinate with the Personnel Department for
2 placement into one of the Board approved light duty positions with a salary
3 commensurate with the job assignment. Light duty is a temporary
4 assignment not to exceed six (6) months. However, in the case of injury
5 occurring under such circumstances as in the opinion of the School Board
6 warrants it, an additional light duty assignment may be granted.
7 *Adopted 7/23/91*

8
9 An employee who has been assigned a permanent impairment rating shall
10 receive consideration for open positions within the School District, provided
11 the employee is qualified for the position. If there are no positions available
12 for which the employee is qualified, the employee will be terminated and be
13 eligible for wage loss as required by the workers' compensation statutes.
14

15 Auth: 230.22, F.S.

16
17 Imple: 237.01, 237.02, 237.041, 237.071, 237.081, F.S.; SBE
18 Regulations 6A-1.02, 6A-1.03, 6A-1.06, and 6A1.08; 230.22(5),
19 F.S.; 236.084 and 236.035,F.S., and SBE Regulation 6A-1.09;
20 236.02, F.S.; 237.101, F.S. and SBE Regulation 6A-1.07; SBE
21 Regulation 6A-1.12, and 230.23(10)(j), F.S.; SBE Regulation
22 6A-7.42(2)(g)2, and 228.195,F.S.; SBE Regulation 6A-1.13;
23 SBE Regulations 6A-1.15, 6A-1.29 and 6A1.30, 229.053 and
24 229.512,F.S.; 236.612,F.S., and SBE Regulations 6A1.301 and
25 6A-1.34; SBE Regulation 6A1.57; SBE Regulation 6A-1.692,
26 and 237.191,F.S.; 237.34,F.S. and SBE Regulation 6A1.87 and
27 6A1.85; 233.46(1), 215.19 and Chapters 230, 235, 274, and
28 440, F.S.
29

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

32
33 All employees of the School District shall immediately notify their
34 administrator or supervisor of all claims made, or potential claims which
35 may be made, against the School Board of Osceola County, Florida, its
36 agents, representatives, or employees. For the purposes of this procedure,
37 the terms "claim" and "potential claim" shall include, but not be limited to,
38 Equal Employment Opportunity Commission complaints, Florida
39 Commission on Human Relations complaints, Office of Civil Rights
40 complaints, letters sent pursuant to §768.28, Florida Statutes, requests for
41 due process hearings under IDEA, letters threatening litigation or legal
42 action of any kind, and subpoenas for deposition or for trial.
43

44 "Claim" and "potential claim" do not include claims which the employee has
45 brought or plans to bring against the District himself or herself.
46

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

1 reporting the claim or potential claim, and forwarded to Risk Management
2 with the notice of the claim.

3
4 The Superintendent shall establish procedures for the implementation of this
5 policy.

6
7 Auth. 230.22 & 230.23(10)(1), FS

8
9 2.2.3 Investments Revised 6/28/94 & 11/7/95

10
11 A. SCOPE

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

17
18 B. INVESTMENT OBJECTIVES

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

- 20
21
22 (1) Safety of capital - no investment will be purchased bearing any
23 significant risk that the issuer may default or that the value of the
24 security at the anticipated date of redemption plus income received
25 will be less than its cost.
26
27 (2) Liquidity of funds - no investment will be made that matures after
28 the anticipated date funds will be needed or that is not readily
29 marketable.
30
31 (3) Investment income - subject to constraints of safety, liquidity, and
32 permitted investments, investments will be purchased to maximize
33 the return on funds.
34

35
36 C. PERFORMANCE MEASUREMENT

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

- 43
44 (1) An established benchmark, with a duration and asset mix which
45 approximates the Board's portfolio, will be utilized as a benchmark
46 to be compared to the portfolio's net market value rate of return.
47
48 (2) The annual report will show performance on both a book value and
49 market value return basis and will compare the results to the above-
50 stated performance benchmarks.
51
52
53
54

1 D. PRUDENCE AND ETHICAL STANDARDS

2
3 The Superintendent is authorized to designate employees of the Board to
4 initiate and authorize investment transactions and to contract for professional
5 investment advisory services. Employees of the Board and its agents
6 charged with carrying out investment activities will act in accordance with
7 the Prudent Person Rule: "Investments should be made with judgment and
8 care, under circumstances then prevailing, which persons of prudence,
9 discretion, and intelligence exercise in the management of their own affairs,
10 not for speculation, but for investment, considering the probable safety of
11 their capital as well as the probable income to be derived from the
12 investment." Persons performing investment activities in accordance with
13 standard and written applicable policies and procedures shall not be
14 personally responsible for an individual security's credit risk or market price
15 changes.

16
17 E. AUTHORIZED INVESTMENTS

18 Permitted investments are limited to the following:

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

1 States Government obligations and provided such investment
2 company or investment trust takes delivery of such collateral either
3 directly or through an authorized custodian.

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

8
9 **F. MATURITY AND LIQUIDITY REQUIREMENTS**

10 The investment portfolio shall be structured to provide sufficient liquidity to
11 pay obligations as they come due. To the extent possible, investment
12 maturities will be timed to coincide with known cash needs and anticipated
13 cash flow requirements.
14

15
16 **G. PORTFOLIO COMPOSITION**

17 Individual securities with maturity dates in excess of five years may be
18 purchased only with advance approval of the Board.
19

20
21 **H. RISK AND DIVERSIFICATION**

22 The portfolio shall be diversified to avoid incurring unreasonable risks
23 regarding specific security types or individual financial institutions.
24

25
26 **I. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS**

27 Reputable securities brokers and dealers may be utilized in acquiring
28 investment securities, provided that any professional investment advisor
29 employed by the Board may not act as a broker/dealer for trades with the
30 Board.
31

32
33 **J. THIRD-PARTY CUSTODIAL AGREEMENTS**

34 All securities purchased by the Board will be held by a third-party
35 custodian. Third-party custodial agreements will be approved by the Board.
36 Withdrawals of securities may be made only by the Superintendent or other
37 employee of the Board as authorized by the Superintendent.
38

39 Securities transactions between a broker-dealer and the custodian involving
40 the purchase or sale of securities by transfer of money or securities must be
41 made on a delivery vs. payment basis.
42

43
44 **K. DERIVATIVES AND REPURCHASE AGREEMENTS**

45 All repurchase agreements will adhere to the requirements of a Master
46 Repurchase Agreement which will be entered into between the Board and
47 each financial institution or dealer prior to any repurchase agreement
48 transactions.
49

50 Reverse repurchase agreements and investments in any derivative products
51 are specifically prohibited.
52
53
54

1 L. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

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

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

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

26
27 (2) Acceptable current market price providers include, but are not
28 limited to:

- 29
30 a. Telerate Information System.
31
32 b. Bloomberg Information System.
33
34 c. The Wall Street Journal or a comparable nationally
35 recognized financial publication providing daily market
36 pricing.
37
38 d. Daily market pricing provided by the Authority's custody
39 agents or their correspondent institutions.

40
41 (3) Overnight sweep investment agreements will not be bid, but may be
42 placed by the depository bank relating to the demand account for
43 which the sweep agreement is in effect.
44

45 M. INTERNAL CONTROLS

46
47 The Assistant Superintendent for Business and Fiscal Services shall
48 establish a system of internal controls to ensure the integrity of the
49 investment process. All investment transactions shall be supported by
50 written evidence such as a confirmation ticket issued by the broker/dealer.
51 The controls shall be designed to prevent loss of public funds due to fraud,
52 error, misrepresentation by third parties, or imprudent actions by an
53 employee of the Board. Such controls shall be reviewed by independent
54 auditors each year in conjunction with the District's audit.

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N. REPORTING

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

Impl. Sec. 218.415 F.S.

2.3 BUDGETING CONCEPTS AND PROCEDURES

2.3.1 Concept

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

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

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

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

2.3.2 Budget Review Committee

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

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

2.3.3 School and Department Budgets

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

In the event the fund balance of the District operational fund is sufficient to ensure an adequate budget for the succeeding year, the Superintendent may recommend to

1 the Board as an additional allocation to school and department budgets, any portion
2 of the school or department's unencumbered balance for the prior year's operation,
3 not to exceed ten percent (10%) of their total budget, excluding salaries and benefits
4 in the 5,000 and 6,000 functions.

5
6 Auth: 230.22, F.S.
7 Imple: 236.081 and 237.071, F.S.

8
9 2.4 SALARY SCHEDULE RULES

10
11 2.4.1 A. Salary Schedule

- 12
13 (1) The Board shall, prior to the beginning of the new employment
14 period for each school fiscal year, adopt and spread on its minutes a
15 salary schedule for employees of the District in accordance with
16 State Board Regulation 6A-1.052. When the summer school rate is
17 based on an experience factor, then such factor shall be the same as
18 used to compute said employee's pay during the immediately
19 preceding ten (10) month period.
20
21 (2) The Board will not expend funds for salary in advance of services
22 being rendered by the employee. *Adopted 6/17/97*
23
24 (3) If an employee is not able to perform services required under a
25 supplementary personnel agreement or similar agreement because
26 the employee has been suspended, transferred, or is under
27 investigation, then, the employee is not entitled to compensation
28 under that agreement. *Adopted 6/17/97*
29

30 Auth: 231.001 & 236.02, F.S.
31 Imple: SBE Regulation 6A-1.052

32
33 B. Salary Corrections

34
35 Amounts overpaid to employees shall be recovered by deductions from
36 subsequent salary payments within the same fiscal year that the error is
37 discovered. The number of subsequent checks to be effected shall be no
38 greater than the number of checks that contained the error. If an employee
39 terminates prior to reimbursing the District in full, the remaining balance due
40 to the Board shall be deducted from the final check. In the event that the
41 amount due to the Board is greater than the final check, or if the
42 overpayment occurred on a person who is no longer an employee, recovery
43 shall be by direct reimbursement and shall be due and payable within thirty
44 (30) days of notice of the amount due.
45

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

48
49 2.4.2 Payroll Periods

50
51 Payroll period schedules and pay date schedules shall be adopted annually by the
52 Board.

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

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2.4.3 Special Retirement Benefits

A. Accumulated Sick Leave

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

Auth: 230.22 F.S.
Imple: 231.40 (2)

B. Group Insurance

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

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

2.4.4 Deductions

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

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

2.4.5 Casual Labor

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.

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

2.4.6 Twelve Month Personnel - Holidays - Vacation

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 Board. Such employees may

1 earn annual vacation, however, as specified in the appropriate chapter of the rules
2 manual relating to that particular employee.

3
4 Auth: 230.22, F.S.

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

7 **2.4.7 Request for Payroll Change**
8

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

14 Auth: 230.22, F.S.

15 Imple: SBE Regulation 6A-1.052(3) and 236.02(4), F.S.
16

17 **2.4.8 Travel**
18

19 **A. Authorization for Travel**
20

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

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

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

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

42 **B. Reimbursement**
43

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

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

51 Imple: 112.061, F.S.
52
53
54

1 2.5 GIFTS

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

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

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

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

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

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

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

54

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

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

9 Auth: 231.001, F.S.
10

11
12 **2.5.2 Gifts to Schools**
13

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

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

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

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

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

41 The Superintendent may authorize the expenditure of budgetary funds to provide
42 non-monetary awards such as, but not limited to, plaques, certificates, medals and
43 ribbons of recognition for outstanding and meritorious service to district
44 employees, students, school volunteers, or advisors/committee members.
45 Expenditures for such awards shall not exceed fifty dollars (\$50) per award.
46

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

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

52 The Board may authorize monetary awards to persons who propose procedures or
53 ideas which are adopted by the Board and which result in eliminating or reducing
54 School Board expenditures or improve district or school center operations. No

1 award granted under the provisions of this rule shall exceed \$1000 or ten (10%)
2 percent of the first year's gross savings, whichever is less.

3
4 Auth: 230.22920, F.S.
5 Imple: 230.23(5)(g)

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

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

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

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

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

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

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

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

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

40
41 **2.8 PAYMENT OF PROFESSIONAL MEMBERSHIP DUES**

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

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

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

1 2.9 INTERNAL ACCOUNTS

2
3
4 2.9.1 Principles

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47
48 Florida Statutes
49 State Board of Education Rules
50 Red Book Chapter 7
51 School Board Rules
52 Superintendent's Procedural Directives
53 Accounting Procedural Memoranda
54

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

- G. The Accounting Department will disseminate information relating to internal accounts at periodic meetings called by the Director of Finance. The Principal will provide for the bookkeeper, or another representative if the bookkeeper is absent, to attend such meetings.
- H. The Principal is responsible for achieving compliance with internal account rules at his facility. He is authorized and required to approve all internal account activities. He is responsible for maintaining financial records in compliance with established accounting procedures that provide adequate explanation of the source and disposition of all funds.
- I. Budget. School organizations with funds in internal accounts will submit budgets for approval by the Principal on forms approved by the Board. Budgets will be submitted within thirty days of the opening of school or establishment of the organization. These will become part of the official records of the school and will be retained for audit. Budgets are not required for trust accounts. Principals may require additional information or detail in excess of that which is included on District forms.
- J. Funds collected from students shall, insofar as is possible, be spent to benefit those students currently in school from whom the funds were collected and for the purpose collected.
- K. Funds generated by students will not be diverted for the benefit of sponsors or other non-students. Nonessential travel by non-students, non-student banquets costing in excess of twice the Class C meal allowance, and purchases of alcoholic beverages are examples violating this principle.
- L. Fees. Public schools are required to provide free education for grades K-12. No fees may be charged any student for participation in the required thirteen years of basic instruction. Booster clubs or other external organizations may not charge fees in violation of this rule. This rule does not prohibit charging students for destruction of school property or extraordinary wear and tear.

1 2.9.2 General Practices

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

24

25 2.9.3 Standards, Practices and Procedures

26

27 2.9.3.1 Control of Cash Resources

28

29 CHECK SIGNATURES

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

38

39 CASH COLLECTIONS AND DEPOSITS

- 40
- 41 B. Any type of collection of funds from students on campus during normal
- 42 school hours must be approved individually, in advance, and in writing by
- 43 the Principal.
- 44
- 45 C. All funds collected will be turned in to the bookkeeper each day. No funds
- 46 will be left in classrooms overnight.
- 47
- 48 D. Cash will be collected from school-operated vending machines at least once
- 49 each week.
- 50
- 51 E. Departmental Receipts. Pre-numbered subsidiary (departmental) receipts
- 52 will be issued by staff members when cash is collected from students in
- 53 accordance with procedures prescribed by the Accounting Department.
- 54 These will be issued in all cases where other adequate accounting internal

1 controls are not in place or if students or parents request a receipt. They
2 will not be required for collections of less than \$3.00 if individual student
3 names are listed on a Report of Monies Collected.
4

5
6 The bookkeeper is responsible for controlling issuance of departmental
7 receipt books and will maintain a log by receipt numbers showing to whom
8 issued and when returned. All departmental receipt books will be returned
9 to the bookkeeper at the end of each fiscal year and retained for audit.
10

11 F. Reports of Monies Collected will be prepared by teachers listing individual
12 student names and departmental receipt numbers for all collections deposited
13 with the school bookkeeper.
14

15 G. Official Receipts. All funds deposited with the school bookkeeper must be
16 receipted into the books of record by Official Receipts issued from the
17 District Warehouse. Receipts must be issued to all individual remitters.
18 Official Receipts are pre-numbered and must be accounted for by the
19 bookkeeper. A physical inventory of unused Official Receipts will be
20 prepared at the end of each fiscal year. Teachers will be instructed through
21 teacher handbooks and staff meetings to expect an Official Receipt at the
22 time funds are turned in to the bookkeeper.
23

24 H. Daily Deposits. Cash receipts will be deposited to the bank intact each day.
25 No deposit is required for the day if total receipts for deposit are less than
26 \$50.00, except all receipts on hand must be deposited the last business day
27 of each week.
28

29 I. The Principal is responsible for sending a report to the Accounting
30 Department each month showing that a deposit was made each day with
31 bank verified deposit slips attached. If no deposit is made, a statement that
32 no funds were collected or that funds collected totaled less than \$50.00 is
33 required. *Amended 6/29/93*
34

35 J. Adequate cross-training shall be provided so other office personnel can
36 carry out the essential duties of the bookkeeper during periods of absence.
37 In the event other personnel are not available, the duty to ensure funds are
38 properly collected and deposited will fall to the Principal.
39

40 K. The Principal may set up change funds as necessary to support activity
41 ticket sales and concessions.
42

43 L. Pre-numbered tickets shall be used at all functions of school organizations
44 where an admission is charged. All tickets will be controlled by the school
45 bookkeeper who will maintain an inventory of tickets received, used, and
46 returned. A physical inventory of unused tickets will be prepared at the
47 close of each fiscal year.
48

49 M. Collections for student pictures and school insurance will not be handled by
50 school personnel and will not be deposited in internal accounts.
51 Transactions will be handled directly between the parent or student and
52 vendor.
53
54

1 INVESTMENTS

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

9
10 2.9.3.2 School Activity Projects

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

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

20
21 (1) The Principal shall determine that the sale of school supplies
22 provides a convenience to students.

23
24 (2) The supplies sold shall be limited to common, essential supplies
25 required by students in their regular school duties, except that a
26 student operated store may be conducted as part of a vocational
27 program. School T-shirts, hats, and similar items bearing the
28 school name or insignia may be sold through the store.

29
30 (3) Any profits derived from such sales shall be utilized by the
31 sponsoring group with the approval of the Principal, or will be
32 transferred to the general miscellaneous account.

33
34 (4) All receipts of the school store shall be deposited in internal
35 accounts.

36
37 (5) Year end physical inventories showing item, quantity, and resale
38 value will be prepared and retained for audit. This inventory will be
39 used in the yearly accounting for school store activities and become
40 the opening inventory for the subsequent year.

41
42 CLASSES, CLUBS, DEPARTMENTS

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

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

1
2 2.9.3.3 Purchasing

3
4 REQUIREMENTS

5
6 A. The Principal is authorized to sign purchase orders and contracts to be paid
7 from internal funds. School Board approval is not required.

8
9 The purchase of chemicals for use in Science Labs and Art classrooms and
10 the purchase of playground equipment by schools or school related groups
11 must be authorized by the Risk Management Department to ensure that
12 proper safety standards are met. *Adopted 7/23/91*

13
14 B. Contracts will not be for more than one year duration, and will not bind the
15 school beyond the ensuing fiscal year.

16
17 C. Notwithstanding the above, the following purchases must be approved by
18 the Superintendent:

19
20 (1) Any purchase order in excess of \$1,000.00. Splitting purchases to
21 meet this requirement is prohibited.

22
23 (2) Any items being purchased from an employee of the School Board,
24 from a business controlled by any such employee or from the
25 spouse, child, or parent of any employee.

26
27 D. Gifts associated with any purchase or contract in the name of the school are
28 subject to the provisions of School Board Rule 2.5.1.

29
30 BIDS

31
32 E. Bids and quotations are required for all purchases made from internal
33 accounts under the same schedule applicable to District expenditures. Bids
34 will be handled by the Purchasing Department.

35
36 PETTY CASH

37
38 F. Petty Cash Funds. The Principal of each school is authorized to maintain a
39 petty cash fund in internal accounts, not to exceed fifty dollars (\$50.00), for
40 the purpose of making small expenditures for internal account activities.
41 Such petty cash fund shall be separate from all other funds. Each petty cash
42 fund shall be replenished so as to be intact at the close of business on the
43 last working day of the fiscal year.

44
45 Internal Account petty cash funds are subject to the same dollar limitations
46 and procedures as District petty cash funds.

47
48 Refunds to students up to \$2.00 each may be made from petty cash
49 provided receipts are obtained from the students and the disbursement is
50 witnessed by a responsible school employee other than the bookkeeper.
51 One time petty cash funds may be created for this purpose.

52
53 Disbursement of petty cash to the petty cash custodian are prohibited.
54

1
2 RESTRICTED EXPENDITURES
3

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

7
8 District rules pertaining to travel will apply to internal accounts. All travel
9 reimbursements will be authorized by the Principal in advance. Travel
10 vouchers will be completed. Limitations on meal reimbursements will
11 apply. Out of state travel must be approved by the School Board in
12 advance.

13
14 Travel expenses will not be paid from internal accounts when other school
15 board funds are available.

16
17 Travel expenses will be paid on a reimbursement basis unless paid directly
18 to a vendor, e.g., hotel or conference sponsor.

19
20
21 Reimbursements to employees involving taxable meals will be paid through
22 the District Payroll System in order to include the reimbursement in the
23 employee's W-2.
24

25
26 Staff expenses for travel not associated with a particular school organization
27 may be paid only from faculty or staff funds.
28

29 H. Student Trips. Field trips, trips to athletic competitions, and other travel by
30 student groups, including expenses of adult chaperones, are subject to this
31 section. Actual costs of these trips will be paid. Travel vouchers are not
32 required. Funds may be advanced to pay expenses enroute provided
33 receipts are returned at the completion of the trip. Meal allowances shall not
34 exceed Class C travel amounts.
35

36 I. Items of equipment or furniture for the school's administrative offices or
37 faculty areas, including drapes, rugs, desks, chairs, or ornamental items,
38 may be purchased only from faculty or staff funds.
39

40 J. Promotions and public relations. Schools are authorized to spend internal
41 account funds generated by enterprise activities and undesignated gifts on
42 promotions and public relations as defined in State Board Regulations.
43 Such funds generated by students shall be limited to activities involving
44 students or their parents. School internal accounts may not be spent on
45 hospitality of business guests.
46

47 K. Gifts and awards. Awards, plaques, etc., in recognition of outstanding
48 performance or service may be purchased for students, employees, and
49 others involved in internal account activities subject to the dollar limit for
50 such awards purchased from District funds. This rule does not restrict
51 scholarships from club or trust accounts nor the distribution of money or
52 property to students as awards when donated to the school specifically for
53 this purpose.
54

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

5 **PROPERTY ACQUISITION AND CONTROL**
6

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

17 2.9.3.4 General Standards, Practices, and Procedures
18

19 **REPORTS**
20

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

25 Major reports and required filing dates are as follows:

26 Principal's Annual Report July 15
27

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

34 Daily Bank Deposit Receipt next day
35

36 Audit Response 21 days after receipt
37

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

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

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

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

- 1 C. Donation Reports. Gifts of money or property in excess of \$10.00 received
2 by school internal funds from any source shall be reported to the
3 Superintendent within three (3) working days.
4

5 AUDITS

- 6
7 D. Audit Response. Audit responses will be prepared by the current principal
8 of the school at the time comments are released.
9

10 FUND RAISING

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

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

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

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

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

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

45
46 With the Principal's approval, schools and school organizations may make
47 contributions of time, goods, and money to philanthropic, educational, and
48 charitable causes of interest to the school. Such activities shall not conflict
49 with the educational program.
50

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

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K. Vending machines which are not fully controlled by the school shall not be installed or operated on school property where they will be accessible to students without specific authorization by the 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.

Table of Contents

Chapter 3

General Operating Rules

<u>Section</u>	<u>Title</u>	<u>Page</u>
3.1	TRANSPORTATION.....	3-1
3.2	INSTRUCTIONAL MATERIALS.....	3-8
3.3	FIRST AID -- FIRST AID EQUIPMENT	3-13
3.4	RELEASE OF STUDENT NAMES	3-14
3.5	PUPIL CONTROL	3-14
3.6	DISMISSAL OF SCHOOL	3-14
3.7	CUSTODIAL SERVICES.....	3-14
3.8	ADVERTISING.....	3-15
3.9	BUILDING AND GROUNDS.....	3-15
3.10	LABORATORY SAFETY AUDIT.....	3-16
3.11	SCHOOL OFFICE HOURS	3-16
3.12	USE OF SCHOOL BUILDINGS, GROUNDS AND EQUIPMENT	3-16
3.13	TRANSPORTING STUDENTS FROM OTHER COUNTIES.....	3-21
3.14	NEPOTISM.....	3-21
3.15	GRIEVANCE PROCEDURE	3-21
3.16	CHILDREN OF EMPLOYEES	3-24
3.17	CROWD CONTROL AT ATHLETIC EVENTS	3-24
3.18	CONTRACTED EDUCATIONAL SERVICES	3-25
3.19	HAZARDOUS WORKING CONDITIONS OF MAINTENANCE EMPLOYEES.....	3-25
3.20	TRESPASS UPON FACILITY OR SCHOOL.....	3-28
3.21	DATA NETWORK ACCEPTABLE USE POLICY.....	3-29
3.22	CHARTER SCHOOLS.....	3-31



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 service
33 shall be under school supervision at all times and shall, if practicable have a
34 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
48 The principal of a school may apply to the Superintendent for use of school buses,
49 under the following conditions:

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

1 B. For instructional field trips, for the purpose of pupil participation in an
2 activity directly related to the work of a particular course or program of
3 instruction, which trip shall not end later than 2:00 p.m., except upon prior
4 approval of the Superintendent.
5

6 Expenses for use of school buses for activity, instructional, and non-school
7 organization field trips shall be paid by the sponsoring organizations. Rates
8 shall be determined by the Director of Transportation, Finance Dept. and
9 Superintendent. Drivers shall be assigned by the Director of
10 Transportation. The rate of pay shall be fixed by the School Board as per
11 Florida Statutes 234.211
12

13 Sponsoring organizations shall be responsible for the general conduct of
14 students while riding on school buses. All trips shall be properly
15 supervised by at least one (1) chaperone for each bus. The principal shall
16 instruct chaperones as to transportation regulations concerning pupil
17 conduct.
18

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

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

29 Imple: 6A-3.017(2)(a), 6A-3.017(4)(d), 6A-3.17(4)(b), FAC
30

31 3.1.3 Board Owned and Private Passenger Vehicle Operation for Authorized
32 Transportation A-F Revised 6/28/94, Amended 6/17/97
33

34 The following standards set forth the minimum requirements for operation
35 of Board owned or leased vehicles for business use and the transportation
36 of students. Further, this rule includes the authorized travel by employees
37 or volunteers and the transportation of students in private passenger
38 vehicles.
39

40 A. All prospective employees, current employees, and students that
41 operate board owned or leased vehicles shall be required to possess
42 and maintain a valid motor vehicle drivers license of appropriate
43 classification.
44

45 B. Current employees and students shall notify their respective
46 supervisor, principal or teacher of any suspension, revocation,
47 restriction or Driving Under the Influence (D.U.I.) charge within 48
48 hours of the action being taken or the D.U.I. charge.
49 *Amended 6/17/97*
50

51 (1) The following criteria shall be used to suspend driving
52 privileges for owned/leased vehicles as required by State
53 Law:
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12 points < 12 months: suspension 30 days
18 points < 18 months: suspension 60 days
24 points < 36 months: suspension 1 year
1st D.U.I. = suspension 1 year

- (2) If found guilty of D.U.I., each operator shall be required to complete a State Advanced Driver Improvement Course or D.U.I. class; complete the Board policy suspension time; and, provide evidence of reinstatement prior to restoring driving privileges.
- (3) Upon a second conviction, a D.U.I. offender shall be restricted from operating Board vehicles until all State waiting periods are fulfilled or for two years, whichever is longer.
- (4) School Bus Drivers *Adopted 6/17/97*
 - (a) Any school bus driver who is found guilty of driving under the influence of alcohol or mood modifying substances and anyone who leaves the scene of an accident involving injuries will be recommended for immediate suspension pending School Board action on a recommendation for termination of employment as a school bus driver.
 - (b) Employees are required to report ALL citations to their immediate supervisors within three (3) working days if issued while in a personal vehicle or immediately following the route if issued while operating a school bus.
 - (c) Appropriate disciplinary action will be taken whenever employees driving a school bus are found guilty of driving infractions on a school bus or personal vehicle.

- C. All employees who are required to transport students in the performance of their job responsibilities shall have driving record information obtained by the Risk Management Department from the Florida Department of Highway Safety and Motor Vehicles (FDHSMV).
- D. Drivers who operate a Board vehicle while under the influence or in the possession of alcohol, illegal drugs, or narcotics will be subject to immediate termination.
- E. Restraint belt use is mandatory for all drivers and passengers in all vehicles used for Board business and authorized student transportation, whether the vehicles are owned, rented, leased, or employee owned provided the vehicle is equipped with restraint belts.

1 F. Principals shall not permit school activity trips in vehicles which are
2 not properly licensed and insured. All parents, volunteers, and
3 other persons transporting students on Board approved, off-campus
4 activities shall be required to show proof of Personal Injury
5 Protection (PIP) insurance as required by Florida Statutes (\$10,000
6 per person) and minimum \$100,000 per person/\$300,000 per
7 accident liability and \$25,000 property damage coverage limits.
8

9 a. The use of vans for student transportation is prohibited
10 unless the vehicles meet all safety standards for passenger
11 cars, under FMVSS 214. This exclusion includes
12 Multipurpose Passenger Vehicles (MPV's). The definition
13 of MPV's includes the various types of vans, minivans,
14 trucks and utility vehicles built on a light duty truck chassis.
15 A list of approved vehicles will be maintained by the Risk
16 Management Department.
17

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

21 G. All field trip requests, whether or not the use of school-owned buses
22 is involved, must follow the provisions of 3.1.1 and must have the
23 approval of the Superintendent. *Amended 9/17/96*
24

25 School-sponsored field trips are not permitted during non-student
26 days, unless directly related to instruction or an ongoing activity of
27 an established District-supported extra-curricular function.
28 *Amended 6/30/92*
29

30 No mode of transportation, commercial carrier or private vehicle,
31 may be used unless liability coverage at limits specified by the
32 Superintendent is provided. The sponsoring organization is
33 responsible for providing evidence of insurance. *Amended*
34 *6/30/92*
35

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

39 3.1.4 Bus Insurance

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

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

46 3.1.5 Bus Driver Responsibilities

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

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

51 B. Pass an annual physical examination and meet the requirements of the State
52 and District Board.
53
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- C. Be neat and clean in personal appearance, refrain from the use of tobacco while on duty, and use no profane or vulgar language in the presence of students.
- D. Attend and participate in conferences and training classes for school bus drivers and be prepared at any time to successfully pass a reasonable examination concerning traffic laws, state and local transportation regulations and driving skills.
- E. Require pupils to observe regulations of the State and County, and the District School Board with regard to their transport and safety. Distribute and collect school bus registration sheets for parent signature.
- F. Maintain order and discipline on the bus at all times and do not allow students to bring objects on the bus that would be injurious to other students such as, sharp objects, large band instruments, or any object that would block front door or aisles in the bus in case of an emergency.
- G. Permit a child to leave the bus only at the regular stop except upon written request of a parent and at the discretion of the principal.
- H. Require pupils to move away from the bus immediately upon being discharged, in view of the driver, and require children who leave the bus and cross the highway to cross in front of the bus, under the direction of the driver, only after all approaching traffic has stopped. If an unusual hazard exists, the driver shall conduct the child across the highway.
- I. Post the rules governing the conduct of pupils and the daily schedule in the front of the bus. Routes and bus stops shall not be changed without specific authorization of the Superintendent. Such information may be distributed by the Director of Transportation for the Superintendent.
- J. Supervise emergency evacuation drills at least twice each school year as directed by the school principal.
- K. Use the bus only to transport students to and from school except upon specific direction of the Superintendent, the Director of Transportation or the principal, with the approval of the Superintendent. As per #6A-3.017 (1) #2(K).
- L. Prepare immediately after every accident involving the bus or a school bus passenger an accident report on the required form, to be filed with the Superintendent in duplicate. As per 6A-3.017
- M. Actuate the amber lights at a point approximately two hundred (200) feet from the student stop or at such greater distance as is necessary due to traffic speed and road conditions, as a warning to traffic that the bus is approaching a student passenger stop. When the bus has stopped, before the door is opened, the amber lights shall be deactivated and stop signal arm, supplemented by flashing red lights, shall be displayed as due warning that students are being loaded or unloaded. The bus door shall not be opened to unload students until approaching traffic in the immediate vicinity of the bus has stopped.

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

1 W. Permit students to ride only those buses to which they have been assigned,
2 either permanently or temporarily, and allow non-student riders only as
3 authorized by the Superintendent, the Coordinator of Transportation or the
4 school principal.

5
6 X. Be trained in the principles of first aide for use in case of an emergency.

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

10
11 Auth: 230.22, F.S.

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

13
14 3.1.6 Transportation Grants

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

19
20 Auth: 230.22, F.S.

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

22
23 3.1.7 Transportation Hazard Surveys

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

36
37 Auth: 230.22, F.S.

38 Imple: 234.082, F.S.

39
40 3.1.8 Transportation of Physically Handicapped Students

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

51
52 Auth: 229.053(1)

53 Imple: 234.02

1 3.2 INSTRUCTIONAL MATERIALS
2

3 Instructional materials shall be purchased pursuant to Florida Statutes and District
4 adopted guidelines. *Adopted 6/29/93*
5

6 The principal of each school shall submit to the Superintendent an annual inventory
7 of textbooks and other instructional materials for his school, not later than June 30,
8 upon a form approved by the School Board and provided by the Superintendent.
9

10 Textbooks and other instructional materials not in use shall be stored in a dry room
11 and shall be arranged by title, subject or grade.
12

13 The principal shall be responsible for the maintenance and replacement value of
14 textbooks in use or reported lost, destroyed, or damaged, in accordance with
15 Section 233.46, Florida Statutes.
16

17 Auth: 230.22, F.S.

18 Imple: 233.43 and 233.46, F.S.
19

20 3.2.1 Use of Instructional Materials by Students
21

22 To assure maximum use of instructional materials provided by the School Board to
23 students, the following procedures shall be observed by the Superintendent,
24 principals, and teachers:
25

26 A. Students shall not mark in any textbook or other instructional material
27 designed for use for two or more years.
28

29 B. Students shall be given instruction at the beginning of each school year
30 relating to the proper care of instructional materials, and shall be informed
31 of the requirement that books lost, destroyed or unnecessarily damaged
32 shall be paid for by the student or his parent.
33

34 C. Textbooks, library books, and reference materials shall be assigned serial
35 numbers. This serial number of each instructional material shall be stamped
36 or printed in indelible ink on the inside front cover, and the name of the
37 student to which is assigned shall be written on the inside front cover in ink.
38

39 D. Students shall be encouraged to use instructional materials in a responsible
40 manner, and shall not be discouraged from taking their assigned
41 instructional materials home for use.
42

43 Auth: 230.22, F.S.

44 Imple: 233.34(3), F.S.
45

46 3.2.2 Requisition and Purchase of Texts
47

48 The Superintendent shall requisition and purchase adopted instructional materials in
49 accordance with the provisions of Section 233.22, Florida Statutes.
50

51 Auth: 230.22, F.S.

52 Imple: 233.22, F.S.
53
54

1 3.2.3 Sale of Instructional Materials

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

19
20 Auth: 230.22, F.S. Imple: 233.09 (3) (c) and 233.46 (2) F.S.

21
22 3.2.4 Copyright

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

40
41 3.2.5 Basic Texts

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

47
48 3.2.6 Use of Videos and Films *Adopted 7/2/96*

49
50 Commercially produced entertainment videos and films rated by the Motion Picture
51 Association of America may be used in schools only as indicated below:

- 52
53 A. R, NC-17 and X rated videos and films may NOT be used under any
54 circumstances.

- 1
2 B. G, PG, PG-13 and non-rated videos and films MAY only be used under the
3 guidelines published by the Superintendent.
4

5 3.2.7 Rules of Selection of Media Center Materials
6

7 A. Philosophy of Selection
8

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

18 B. Responsibility for Selection of Materials
19

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

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

30 C. Criteria for Selection of Media Center Materials
31

32 (1) The process of evaluating materials for inclusion in collections is
33 continuous and systematic. It is preferable to examine materials
34 before purchasing them; however, this is often impractical if not
35 impossible. In such cases, selection is based upon bibliographic
36 sources, selected lists, and reviews in reputable professional
37 journals and publications.
38

39 (2) First consideration is given to the needs of the individual school
40 based on knowledge of the curriculum, of the existing collection,
41 and of the needs of the children. Requests from users
42 (administrators, teachers, parents, students) of the collection are
43 given high priority. Materials are selected so as to provide a wide
44 range of levels of difficulty.
45

46 (3) Materials for purchase are considered on the basis of overall
47 purpose, timelines, importance of the subject matter, quality of
48 writing or production, readability and popular appeal,
49 authoritativeness, reputation of the author, artist, publisher,
50 producer, format, and cost.
51

52 (4) Special consideration is given to treatment of the following elements:
53 religion, ideologies, sex education, sex, profanity, and science.
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- a. Religion - Factual unbiased material which represents all major religions is included in the collection.
- b. Ideologies - Factual information on any ideology or philosophy which exerts a strong force in society is included in the collection.
- c. Sex Education - Factual information appropriate for the age group or related to the school curriculum is included in the collection.
- d. Sex - Pornographic, sensational, or titillating materials are not included, but the fact of sexual incidents appearing in the materials does not automatically disqualify them.
- e. Profanity - The fact that profanity appears in material does not automatically disqualify a selection. Care is taken to exclude materials using profanity in a lewd or detrimental manner.
- f. Science - Factual information about medical and scientific knowledge is included in the collection without any biased selection of facts.

D. Procedures for Selection

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

1
2 E. Reconsideration of Challenged Materials *Amended 6/17/97*
3

- 4 (1) The principal invites the complainant to file his or her objections in
5 writing on the form, Request for Reconsideration of School Library
6 Materials, FC-820-244.
7
8 (2) A complainant who does not complete and return the form receives
9 no further consideration.
10
11 (3) The principal shall, within twenty (20) days of receipt of written
12 complaint, call a special meeting of the School Library Media Center
13 Advisory Committee or the School Advisory Committee and the
14 Media Specialist. The complainant may be present to make a verbal
15 and/ or written complaint to the committee. The principal will notify
16 the Superintendent immediately.
17
18 (4) The principal shall receive the recommendation of the School
19 Library Media Center Advisory Committee or the School Advisory
20 Committee and notify the complainant, the Superintendent
21 immediately.
22
23 (5) If the complainant wishes, he may immediately contact the
24 Superintendent and request, in writing, further review of the
25 materials. The Superintendent will have the District Media Review
26 Committee review the complaint and the recommendations of the
27 School Library Media Center Advisory Committee or the School
28 Advisory Committee. This should be accomplished within twenty
29 (20) school days.
30
31 (6) The complainant will be notified by the Superintendent of the
32 findings of the District Media Review Committee. The District
33 Media Review Committee shall consist of no less than two (2) lay
34 persons from the community, two (2) principals, and three (3)
35 District level administrators. The Superintendent shall appoint the
36 District Media Review Committee
37
38 (7) The Superintendent shall submit the findings of the District Media
39 Review Committee and the Superintendent's recommendation to the
40 School Board at the next School Board meeting.
41
42 (8) The complainant may appeal to the Board at the next School Board
43 meeting either verbally and/or in writing.
44
45 (9) The final decision regarding the challenged materials is made by the
46 School Board.
47

48 Auth: 233.34(3), F.S.
49

50 3.2.8 Disposing of Surplus, Obsolete and Unusable Textbooks and Instructional
51 Materials. *Revised 11/7/95*
52

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

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A. Usable surplus and obsolete instructional materials no longer under contract to the State shall be carried on inventory for at least one (1) year in order to permit full utilization of State-Adopted Instructional Materials. Instructional materials when declared surplus may be disposed of, after notifying the Director of the Division of Public Schools, Florida Department of Education, of the available surplus so that every effort may be made to provide those available materials to other districts in the State of Florida. The Director of the Division of Public Schools shall make each district's listing of surpluses available to all the other districts for a period of thirty (30) days. Any material which cannot be utilized in inter-district exchange programs may be given to:

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

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

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

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

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

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

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

3.3 FIRST AID -- FIRST AID EQUIPMENT

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

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

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

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

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

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

17
18 3.5 PUPIL CONTROL

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

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

27
28 3.6 DISMISSAL OF SCHOOL

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

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

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

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

44
45 3.7 CUSTODIAL SERVICES

46
47 The custodial manager is directly responsible to the principal. The custodial
48 staff report to the custodial manager and they are responsible to the
49 Principal. The duties of all the custodians are contained in the job
50 descriptions to be found in the Job Description Handbook. *Amended*
51 *6/29/93 & 6/28/94*

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

54

1 3.8 ADVERTISING

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

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

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

25
26 3.9 BUILDINGS AND GROUNDS

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

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

5 Auth: 230.22, F.S.

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

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

10 A. Each school shall be responsible for maintaining safe laboratory conditions
11 in an attempt to prevent accidents.
12

13 B. Each laboratory teacher will perform a safety audit within ten (10) working
14 days at the beginning of each semester or each new assignment and submit
15 it to the principal.
16

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

20 3.11 SCHOOL OFFICE HOURS
21

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

27 Auth: 230.22, F.S.

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

30 3.12 USE OF SCHOOL BUILDINGS, GROUNDS AND EQUIPMENT
31

32 *Revised 1/18/94*
33

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

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

39 Facilities Are Only For Use In The Educational Program And Are Not For
40 Personal Political Activity
41

42 (1) It is the policy of the School District that the right of free speech and
43 access shall be granted in accordance with law. However, the
44 paramount purpose of the School District is the provision of its
45 program of education. Accordingly, all School District property,
46 equipment and facilities, including all methods of communication
47 through the use of School Board facilities and equipment such as,
48 but not limited to, duplication machines, photocopying machines,
49 telecommunication facilities and wires, computer transmission
50 facilities, including modems, desktop publishing and facsimile
51 transmission or telecopy facilities, are deemed facilities dedicated for
52 use in the educational program and not for use by any person or
53 group except as expressly permitted in this policy.
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Nothing in this policy prohibits the use of any School District facility by an employee of the District in the performance of the employee's job, including the use of the District facilities for communications between employees of the District which are related to the performance of their work, communications with School Board members which are related to any business of the District, or to communicate with students and their families in connection with the work of the employee for the District (but not including the use of District facilities for communicating to students or their families the personal opinion, unrelated to the educational program of the District, of the employee concerning any issue pending before the School Board or the voters of Osceola County at any general or special election, including any referendum).

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

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

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

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

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

1 (6) Entry onto or exit from School Board property shall be by a
2 reasonable method. Employees or students who do not enter or exit
3 by a reasonable method are subject to disciplinary action.
4

5 Each building administrator shall establish procedures for employees
6 to access the building and grounds during times other than the
7 regular workday.
8

9 (7) Alcoholic beverages and gambling are forbidden on premises.
10

11 (8) The use of tobacco products is forbidden in all school district
12 buildings. *Amended 6/30/92*
13

14 Auth. 386.201, 202, 203, 204 & 205 F.S.
15

16 (9) Students are not to be in the school buildings without faculty
17 supervision, except for the attendance at public gatherings or by
18 special permission of the school principal.
19

20 (10) See Board Rule 8.11 for rules governing the use of cafeteria
21 kitchens.
22

23 (11) Firearms and Other Weapons *Adopted 6/29/93 & Amended 6/17/97*
24

25 a. Firearms
26

27 No person shall, while on the grounds or in any building
28 owned or operated by the School Board of Osceola County,
29 Florida, possess, carry and/or transport on or about his/her
30 person or discharge any firearm, as defined in Section
31 790.001(6), Florida Statutes, excluding duly authorized law
32 enforcement officers in the lawful performance of their
33 duties.
34

35 b. Other Weapons
36

37 No person shall, while on the grounds or in any building
38 owned or operated by the School Board of Osceola County,
39 Florida, possess, carry and/or transport on or about his/her
40 person any weapon as defined under Florida Statutes. This
41 shall not apply to items necessary for job performance.
42

43 c. The authority to approve exceptions to this rule is granted
44 exclusively to the Superintendent and may not be delegated
45 to any other person.
46

47 B. Use of School Equipment
48

49 (1) It should be understood by each employee of this district that all
50 school equipment if purchased by tax dollars is intended for use in
51 the educational process of the students attending the Public Schools
52 of Osceola County.
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These materials may be checked out by parents of students attending Public Schools in Osceola County after execution of Form #FC-820-894. This form:

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

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

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

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

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

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

- (1) To the extent any School Board facility or property is permitted by this policy to be used by any person or group for any purpose other than the delivery of the educational program, then such use will be made available on similar terms and conditions to any person or group without regard to the content of the particular message being communicated and without discrimination on the basis of whether the person using the facility is or is not a School Board employee and without discrimination based on any other classification prohibited by general or special federal or state law or applicable regulation.
- (2) All employees of the School Board reserve their right to freedom of expression. However, no employee shall have the right to utilize any facility of the School District for personal gain or advantage under terms and conditions which are not generally available to other residents of the County under the same general terms and conditions unless the School Board has, previous to such use, expressly permitted such a privilege. Additionally, the facilities of the School District shall not be used by any School Board employee for the purposes of advocating a position concerning an issue pending before the School Board or the voters of Osceola County at any general or special election, including any referendum.

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

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

14
15 Exceptions to this rule include, but are not limited to the following:

- 16
17 1. District personnel may use Electronic Mail for sending
18 announcements such as blood drives, funerals, united fund
19 drives, meetings, etc., in accordance with guidelines
20 determined by the Superintendent or Board.
21
- 22
23 2. Personal use of telephones on an occasional basis is
24 reasonable as long as the privilege is not abused. Long
25 distance personal calls shall be paid by the caller.
26
- 27
28 3. Professional Organizations, in which some district personnel
29 belong, may promote the school district as a community
30 participant (FASPA, FASA, FASBA, Rotary, Kiwanis, Red
31 Cross, Salvation Army, Chamber of Commerce, FASCD,
32 Educational Organizations, etc.) through use of the courier,
33 Electronic Mail, and other means of communication.
34 Organizations must gain the approval of the Superintendent
35 prior to using the facilities of the district. The
36 Superintendent shall notify the Board of the organizations
37 receiving approval.
38
- 39
40 4. The Osceola County Administrative Association and other
41 bonafide nonprofit employee organizations may use
42 computers, equipment, and the courier for business
43 purposes of communicating notices, minutes and agendas.
44
- 45
46 5. District personnel may use computers and equipment for
47 school work or professional development or to improve their
48 personal skills, subject to guidelines issued by the
49 Superintendent.

50 An employee may use District computer equipment for
51 personal reasons under the following circumstances:

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

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- 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 Boards prior to attending Osceola County Schools.

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

3.14 NEPOTISM

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

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

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

3.15 GRIEVANCE PROCEDURE *Amended 6/30/92*

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

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

7 A. Definitions:
8

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

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

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

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

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

26 Administrative Channel - The normal chain of command of administrative
27 responsibility of the Osceola
28 District Schools.
29

30 Days - Actual working days.
31

32 Rights - The rights of employees to:
33

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

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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

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

Auth: 230.22, F.S.

Imple: 230.23(5), F.S.

3.17 CROWD CONTROL AT ATHLETIC EVENTS

- A. Athletic events are a vital part of the total school program. In order that students and the community may enjoy these events they shall be conducted in a manner that will reflect credit to the school and community.
- B. The school administrator (principal, assistant principal) or athletic director shall be on duty at each athletic event.

The law officer in charge will be given the name of the school official on duty.
- C. The Student Code of Conduct will be enforced for students at all extra-curricular activities. Offenses pertaining to alcohol, drugs, fighting, and direct and willful disobedience will be strictly enforced.
- D. No child under age 8 will be admitted to an event without an accompanying adult.
- E. No alcoholic beverages will be permitted on the property, including the parking lot.
- F. No one under the influence of alcoholic beverages will be admitted to events.
- G. Anyone leaving the game and going outside the gates must purchase another ticket to re-enter.

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- H. The gates will not be opened at any time for free admission.
- I. Those persons out of uniform and authorized to be on sidelines at football games (press, photographers, student managers, assistant coaches, etc.) must display a sideline pass to be worn around the neck.

These passes will be issued by the school with a list given to the law officer in charge. Anyone out of uniform without a pass will not be permitted to remain. NO EXCEPTIONS.
- J. Profane, abusive language, or language or actions in the opinion of the administrator, or law officers on duty, are likely to incite riot or provoke trouble will not be permitted. Such actions will lead to ejection from property, and such other actions as deemed necessary.
- K. Upon receipt of a police report notifying the School Board of the ejection of any person under these rules, the Board shall decide if such actions by a fan merits further discipline. If further action is merited, the Board will notify the fan of date, time and place of hearing, Party may be subject to civil action or barred from attending any school function for any length of time deemed necessary.
- L. Violation of these rules by Osceola County fans at out-of-county high school events may also lead to a Board Hearing for disciplinary action.

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

3.18 CONTRACTED EDUCATIONAL SERVICES

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

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

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

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

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

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

C. (1) Training - all employees attempting to perform work in a confined space shall be certified in the required safety precautions, the use of air quality test equipment and emergency rescue equipment. Certification is by satisfactory completion of an appropriate course conducted by the National Safety Council or other organization approved by Maintenance management.

(2) Equipment - The following equipment, as a minimum, shall be available at the site before entry is attempted:

- a. Air supplied hood
- b. Clean air pump
- c. Air pump supply hose (100') for #2b
- d. Personal oxygen monitor
- e. External sensor with 20' capable for #4b
- f. Combustible gas indicator
- g. Toxic gas indicator
- h. Harness, full body
- i. Lifeline (1/2" rope) 100' for #8h
- j. Ventilating equipment - blower fan

(3) Pre-entry tests - Pre-entry tests shall be conducted for toxic gases, combustible gases, and oxygen levels by remote means before entry is attempted.

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

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

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

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

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

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

1 rescuer is not to enter the confined area without a harness,
2 scuba gear and a new rope person.

- 3
4 d. Maintenance workers shall be required to use provided
5 safety equipment in accordance with established safety
6 procedures
7

8 **3.20 Trespass Upon Facility or School of the Osceola County School District**
9 *Adopted 1/18/94*

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

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- (4) Is not a person with legitimate business on campus or the facility. Provided that any person with any business or purpose on campus of the facility shall report to the office of the Principal and check in to remain authorized to stay on the school campus for such purpose as may be reported to the school Principal ; or
- (5) Is not a person invited (either individually, or as part of a group of guests on campus) to attend a function on campus such as an athletic event or school program. A person attending a school-wide program or event is not required to check in with the Principal.

- D. This policy applies to all facilities and properties owned or operated by the School Board. Whenever the context requires, the term "Principal" shall refer also to the Chief Building Administrator or Director of a facility.
- E. The principal of each school shall be responsible for developing a procedure for all individuals who are not School Board employees to sign in upon arrival on School Board property with the purpose of entering the school facility. The procedure shall include the date, destination, and purpose of the visit. *Adopted 6/17/97*

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

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

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

Auth: 228.091, F.S.

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

- A. The data network system of the District is available for all employees and students of the District in order to provide them with equal access to the computing resources which serve public education. The data network system is an electronic highway which connects thousands of computers all over the world and millions of individual subscribers. All personnel having authorization to use the network will have access to a variety of information.
- B. Some material on the network might not be considered to be of educational value in the context of the school setting. In addition, some material, individual contacts or communications may not be suitable for school-aged children. The District views information retrieval from the network in the same capacity as information retrieval from reference materials identified by schools. Specifically, the District supports those which will enhance the

1 research and inquiry of the learner with directed guidance from faculty and
2 staff. At each school, each student's access to use of the network will be
3 under the teacher's direction and monitored as a regular instructional
4 activity.
5

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

10
11 D. At each school and facility owned or operated by the District, notices shall
12 be conspicuously posted that state the following:
13

14 Users of the data network system of the School District of
15 Osceola County are responsible for their activity on the
16 network. The School District has developed a data network
17 acceptable use policy. All users of the network are bound by
18 that policy. Any violation of the policy will result in the
19 suspension of access privileges or other disciplinary action,
20 including student expulsion and employee dismissal. School
21 Board Rules of Osceola County, 3.21.
22

23 E. The use of the Network shall be consistent with the mission, goals,
24 policies, and priorities of the District. Successful participation in the
25 Network requires that its users regard it as a shared resource and that
26 members conduct themselves in a responsible, ethical, and legal manner
27 while using the Network.
28

29 Any use of the Network for illegal, inappropriate, or obscene purposes, or
30 in support of such activities, will not be tolerated.
31

32 Examples of unacceptable uses of the Network include, but are not limited
33 to:
34

- 35 (1) Violating the conditions of the Education Code dealing with
36 student's rights to privacy;
- 37 (2) Using or accessing profanity or obscenity.
- 38 (3) Reposting personal communications without the author's consent;
- 39 (4) Copying commercial software in violation of copyright law or other
40 copyright protected material; and
- 41 (5) Using the Network for financial gain or for any commercial or
42 illegal activity.
- 43 (6) Using the Network for political advertisement or political activity.
- 44 (7) Taking any actions that affect the ability of the District to retrieve or
45 retain a record of any use of the computer equipment or data
46 network system, including but not limited to, adding or modifying
47 the existing software without specific written permission;
48
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54

- 1 (8) Transmitting any student identifying information over the data
2 network system, except as specifically authorized by Florida law
3 and as part of the approved educational program directly related to
4 an approved curriculum component; and
5
6
7 (9) Other actions that are not in accordance with The Code of Ethics and
8 Principles of Professional Conduct of the Education Profession of
9 Florida.

10
11 F. Failure to adhere to this policy may result in suspending or revoking the
12 offender's privilege of access to the Network and other disciplinary action
13 up to and including termination of the employee or expulsion in the case of a
14 student.

15
16
17 G. Any student shall be exempt from instruction on accessing the data
18 network upon request in writing from the parents or guardians to the
19 principal. The request for exemption shall expire at the end of each
20 school year. It shall be the responsibility of the parent or guardian
21 to renew the request yearly.

22
23 Auth: 231.001 & 230.23(6)(C), F.S.

24
25 3.22 CHARTER SCHOOLS *Adopted 9/17/96*

26
27 The School Board, pursuant to Florida Statutes and House Bill 403, approved
28 5/17/96 ("Charter School Legislation"), may sponsor Charter Schools in Osceola
29 County. Charter Schools are part of the public school system. A Charter School
30 cannot charge tuition or fees, except those fees normally charged by public schools.
31 A Charter School shall not levy taxes or issue bonds secured by tax revenues. The
32 initial startup of a Charter School must be consistent with the beginning of the
33 public school calendar in the District. The Charter School must provide instruction
34 for at least the number of days required by law for other public schools.

35
36 A. Purpose

37
38 The purpose of Charter Schools is to improve student learning; increase
39 learning opportunities for all students, with special emphasis on expanded
40 learning experiences for students who are identified as academically low
41 achieving; encourage the use of different and innovative learning methods;
42 increase choice of learning opportunities for students; establish a new form
43 of accountability for schools; require the measurement of learning outcomes
44 and create innovative measurement tools; make the school the unit for
45 improvement; and create new professional opportunities for teachers.

46
47 B. Application

- 48
49 (1) Applicants. An application for a new Charter School may be made
50 by an individual, group of individuals, teachers, parents, or a legal
51 entity organized under the laws of Florida. The principal, teachers,
52 parents, and/or the School Advisory Council at an existing public
53 school are the only applicants who may propose the conversion of
54 the existing school to a Charter School ("Converted Charter

1 School”). It is School Board’s policy at this time that due to
2 overcrowding and to minimize disruption to the District as a whole,
3 a Charter School or a Converted Charter School cannot utilize
4 existing or future facilities of the School Board. An application for a
5 Converted Charter School must include verified support of at least
6 50% of the total number of teachers employed at the school and 50%
7 of the parents whose children are enrolled at the school. In
8 calculating the 50% approval rate, each teacher, as defined in section
9 228.041(9), Florida Statutes, shall be given one vote and the
10 parents or legal guardians of each student shall be given one vote so
11 that the number of parental votes are equal to the number of
12 students.

- 13
- 14 (2) Deadline for Application. All completed applications must be
15 received in the Superintendent’s office by December 1st, no later
16 than 5:00 p.m., for schools which are intended to operate during the
17 next school year. All applications will be date stamped when they
18 are received. The applicants may withdraw the application at any
19 time before the decision of the School Board.
- 20
- 21 (3) Public Hearing. A public hearing must be held to insure community
22 input prior to the approval of Charter applications and the Charter
23 Contract.
- 24
- 25 (4) Department of Education. The Department of Education (DOE) shall
26 provide information regarding Charter Schools. The DOE may also
27 provide technical assistance to applicants upon written request.
- 28
- 29 (5) Application Form. An application to the School Board to sponsor a
30 Charter School must be on the form promulgated by the
31 Superintendent which is incorporated by reference into this rule.
32 The application must include a worksheet for Charter School Budget
33 Estimates, which is incorporated by reference into this rule. The
34 application must be verified and include any additional requirements
35 provided for in this School Board rule. If the Superintendent has
36 not promulgated an application form which is approved by the
37 School Board, the application form promulgated by the DOE shall
38 be used by applicants, it is also incorporated by reference into this
39 rule.
- 40
- 41 (6) Background Information. The applicants must provide the School
42 Board with background information on each applicant and any other
43 individuals who will be involved with the organization and operation
44 of the Charter School. The applicants and such individuals must
45 provide fingerprints and information required herein and written
46 permission to the School Board to conduct any background checks.
47 The Charter School must disclose background information with
48 regard to related entities and predecessor entities, including
49 background information of the shareholders, directors, officers, etc.
50 of these entities and the litigation history of these entities. The
51 Charter School must elect to be either a private or public employer.
- 52
53
54

1 C. Charter Contract

2
3 The Charter Contract will include by reference all information submitted to
4 the School Board on the application. A Charter Contract Form is
5 incorporated by reference into this rule and will be maintained by the
6 Superintendent. The Charter Contract must contain the provisions of the
7 Charter School Form, unless a deviation is within the best interest of the
8 School District as a whole. The Charter Contract must include the
9 following agreements:

- 10
11 (1) The Charter School shall organize as a non-profit organization. The
12 shareholders, directors, officers, or other such individuals including
13 persons providing information required in (2)(f) and shall not
14 change without the written approval of the School Board.
15
16 (2) Any contract entered into between the Charter School and a third
17 party must provide that the third party contractor is not a public
18 employee and is not entering into a contract with the School Board
19 of Osceola County, Florida.
20
21 (3) The Charter School must provide insurance which is acceptable to
22 the School Board, Superintendent, and School District Risk
23 Management Department. The Charter School must maintain
24 appropriate levels of commercial general liability insurance,
25 automobile liability insurance, worker's compensation insurance,
26 and professional liability insurance. The School Board of Osceola
27 County, Florida must be listed as an additional named insured on
28 these policies. The Charter School must notify the School Board of
29 any changes in insurance coverage.
30
31 (4) The School Board of Osceola County, Florida will not be held liable
32 for any claim, action, damage, injury, liability, cost or expense of
33 any kind whatsoever including, but not limited to attorneys' fees and
34 court costs arising out of injury to a person or property damage as a
35 result of any acts, including negligence of the Charter School or its
36 agents, employees, invitees, or contractors. The Charter School
37 will indemnify and hold the School Board harmless for any such
38 claims.
39
40 (5) The Charter Schools shall be opened to any student residing in the
41 School District. Nevertheless, a Charter School may specialize in a
42 certain area, but it cannot discriminate according to race, color, or
43 creed. The Charter School must provide equal opportunity for
44 exceptional education students and limited English proficient
45 students.
46
47 (6) Revenue for students enrolled in a Charter School shall be funded
48 according to the Charter School Legislation. Since funding for the
49 Charter School is based on the number of Full-Time Equivalent
50 (FTE) students, it is essential that records of student attendance be
51 maintained in a format consistent with District and state reporting
52 requirements. The Charter School will be fully responsible for
53 collecting and maintaining accurate and appropriate records and for
54 reporting attendance in a timely manner to the District.

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- (7) An administrative fee charged by the School District to a Charter School shall be equal to the actual cost of administering the contract or 5% of the available Charter School funds, whichever is less. This fee may be charged by the School Board each month and may be withheld from any payments made to the Charter School.
 - (8) The District will pay the Charter School its portion of FTE funding and any other funding after the funds have been received by the District. Payment shall be made to the Charter School no later than thirty working days after receipt of a complete invoice. Payment shall be on a monthly basis in arrears based upon the estimated number of FTE students in membership during the FTE survey period. The final payment, during any fiscal year shall be adjusted to reflect the number of actual FTE students in membership during the FTE survey period. If the Charter School's portion of the FTE is adjusted downward, the Charter School will reimburse the School Board for the amount of the downward adjustment.
 - (9) The Charter School must provide proof of ability to finance the start-up costs of the Charter School. This may be by proof of a line of credit or the deposit of an adequate amount of money into an escrow account.
 - (10) A Charter School shall utilize facilities which comply with the State Uniform Building Code for Public Educational Facilities Construction or with applicable State minimum building codes as provided in the Charter School Legislation and other Florida Statutes. The Charter School must specify the facilities to be used and their location. At this time, it is the policy of the School Board that a Charter School cannot use existing or future school facilities. Should the policy of the School Board change, fair market value will be charged for the use of the School Board facilities. Lack of compliance with applicable facilities' requirements will be grounds for termination of the Charter Contract. The Charter School will allow the School Board to conduct inspections of the facilities at reasonable times to insure compliance.
 - (11) The Charter School shall select its own employees and those employees shall have the option to bargain collectively in accordance with the Charter School Legislation. Teachers employed by or under contract with a Charter School shall be certified as required in chapter 231, Florida Statutes. If the Charter School employs or contracts with skilled select non-certified personnel to provide instructional services or to assist instructional staff members as teachers' aides, the Charter School must comply with the requirements of Chapter 231, Florida Statutes. A Charter School shall employ or contract with employees who have been fingerprinted as provided in the Florida Statutes. The Charter School shall check the background of all Charter School employees in accordance with School Board policy and the Florida Statutes. All employees of the Charter School must meet the requirements for good moral character as required for District employees. Failure of

1 the Charter School to meet this requirement will be good cause to
2 revoke the Charter Contract.

- 3
4 (12) If the Charter School terminates the Charter Contract, it must notify
5 the School District ninety days prior to the date of termination. The
6 Charter School organization shall reimburse the School Board for all
7 costs incurred by the School Board as a result of the termination.
8
9 (13) The Charter School shall be accountable to the School Board with
10 regard to all obligations under the Charter Contract, State and
11 Federal law. The Charter School will provide the School Board
12 with documentation as reasonably requested by the School Board.
13 The Charter School shall be subject to an annually financial audit
14 similar to that of the School District. The audit shall be conducted
15 by an independent financial auditor, the Auditor General, or a
16 School Board auditor. The Charter School shall bear all costs of
17 such audit.
18
19 (14) The Charter School must meet all applicable State and local health,
20 safety and civil rights requirements.
21
22 (15) The Charter School shall not violate the Anti-Discrimination
23 Provisions of the Florida Statutes. The Charter School must be
24 non-sectarian in its programs, admissions policies, employment
25 practices, and operations.
26
27 (16) The parties to the Charter Contract shall agree that any conflict
28 arising out of the Charter School Contract shall proceed to non-
29 binding mediation. If a settlement is not reached, any action will be
30 governed under the laws of Florida and the venue for such action
31 shall be Osceola County, Florida.
32
33 (17) The parties may renew the Charter Contract on an annual basis.
34
35 (18) The Charter School must provide for the transportation of students
36 consistent with the Charter School Legislation and the requirements
37 of chapter 234, Florida Statutes.
38
39 (19) The Charter School must provide measurable academic goals to be
40 achieved and a method they will use to evaluate the progress of the
41 students toward those goals. The School Board may conduct an
42 independent evaluation of the goal achievement.

43
44 D. School Board Determination

45
46 The School Board, after reviewing all applications for Charter Schools and
47 all applications for renewal of a Charter School Contract, shall vote to
48 approve or deny the application no later than sixty days after the application
49 is received. The factors to be considered by the School Board include the
50 impact of the Charter School on the entire District, the ability of the Charter
51 School to comply with the terms of the Charter School Contract and the
52 requirements of State and Federal law, including the Charter School
53 Legislation. Approval of a Charter application may be contingent on certain
54 factors, including the execution of a Charter Contract.

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E. Operation of the Charter School

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

- (1) Each Charter School must operate in accordance with the Charter Contract and shall be exempt from statutes of the Florida School Code, except those pertaining to civil rights and student's health, safety, and welfare, or as otherwise required by the Charter School Legislation or State or Federal law. The Charter School shall not be exempt from Chapter 119 and section 286.011, Florida Statutes, relating to public records, public meetings, public inspection and penalties.
- (2) Student records for those students attending a new Charter School can only be released to the Charter School if the Charter School provides written permission from the student or the student's parent or legal guardian in accordance with the Florida Statutes.
- (3) The Superintendent will monitor the progress of each Charter School and review the Charter School in its progress toward the goals established in the Charter. Student records created by the Charter School shall be open to the Superintendent in order to monitor the progress of the school. The Superintendent shall also monitor the revenues and expenditures of the Charter School. The Superintendent shall monitor whether the Charter School is innovative and consistent with the State education goals established by section 229.591, Florida Statutes. The Superintendent will make recommendations to the School Board regarding the progress of each Charter School.
- (4) Upon receipt of the annual progress report from the Charter School, the School Board shall provide an analysis and comparison of the overall performance of Charter School students versus comparable public school students as required by the Florida Statutes.

Table of Contents

Chapter 4

Professional Support Staff

<u>Section</u>	<u>Title</u>	<u>Page</u>
4.1	EMPLOYMENT RULES.....	4-1
4.2	LEAVES OF ABSENCE.....	4-10
4.3	SEPARATION OF PROFESSIONAL SUPPORT STAFF	4-20
4.4	TEACHER AIDES	4-23
4.5	RETIREMENT ANNUITIES PROGRAM.....	4-23
4.6	MISCELLANEOUS.....	4-24

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, except
12 as provided in Board rule 6.6.8 and State Board Regulation 6A-1.097. Any
13 person rehired by the District shall file a new application and meet all current
14 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 the
24 job notwithstanding attempts to provide reasonable accommodations, then
25 the School District shall have the right to require a physical, medical and/or
26 psychological examination at any time conditions indicate the need. Any
27 examination required by the School District shall be at the School District's
28 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
40 drivers, bus aides and professional support staff substitutes, will pay the
41 full cost of drug screening. However, for employees with start dates on or
42 after July 1, 1995, if within six (6) months, a school-based food service
43 worker, bus driver, bus aide or professional support staff substitute
44 employee is hired as an employee in a position that would have required the
45 payment of the full cost of drug screening, he/she shall reimburse the
46 District for the full cost. *Amended 7/23/91 & 6/27/95*
- 47
48 F. All new employees who are required by law to have a physical will have
49 the full cost of the physical paid by the Board. *Amended 7/23/91 &*
50 *6/27/95, Revised 6/17/97.*
- 51
52 G. Fingerprint Processing *Amended 6/27/95, Revised 6/17/07*
- 53
54 All prospective employees and former employees with a break in service of
55 ninety (90) or more days, shall file a complete set of fingerprints taken by

1 an authorized law enforcement officer or an employee of the School District
2 who is trained to take fingerprints. These fingerprints shall be submitted to
3 the Department of Law Enforcement for state processing and to the Federal
4 Bureau of Investigation for federal processing. Amended 6/27/95;
5

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

15 The Superintendent shall develop procedures to implement fingerprint
16 processing of employees in accordance with this Rule and Florida Statutes.
17

18 Auth: 231.02 & 231.001, F.S.
19

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

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

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

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

44 Any employee who is discovered to have given inaccurate, incomplete, or
45 false information on the application form shall be considered for disciplinary
46 action up to and including termination. A review panel, consisting of the
47 employee's administrative supervisor and the Superintendent's designee,
48 shall determine the appropriate disciplinary action to be taken.
49 Amended 6/30/92 & 6/17/97
50

51 K. An administrator, with written approval from the Personnel Department,
52 may place a current employee into an advertised vacant position, for which
53 the employee qualifies, for a period of time not to exceed sixty (60) days.
54
55

1 The employee shall be called "Acting..." and shall be entitled to all benefits
2 due the position being occupied.

3
4 The administrator will recommend that the employee return to his/her former
5 status or be given the "acting" position on a permanent basis prior to the
6 close of the sixty (60) days.

7
8 L. All new employees are required to be members of the Florida Retirement
9 System. Before starting employment, the employee's original social
10 security card must be presented and a copy must be on file.
11 *Amended 6/27/95*

12
13 Auth: 230.22, F.S.
14 Imple: 230.23(5), 231.02 and 876.05, F.S., and SBR 6A-1.97

15
16 M. All employees must complete a W-4 Form to authorize proper withholding
17 of monies for income tax purposes.

18
19 N. All professional support staff shall meet the minimum qualifications as
20 described in the Professional Support Staff Job Description Handbook upon
21 offer of employment. *Amended 6/27/95*

22
23 Auth: 230.22, F.S.
24 Imple: 230.23(5), 231.02 and 876.05, F.S., and SBR 6A-1.97

25
26 O. Drug Screening *Amended 6/27/95*

27
28 (1) All prospective employees will be required to take a drug screening
29 test at the time of offer of employment and prospective employees
30 will not begin work until the negative results are returned.
31 (Substitute employees will be available in emergency situations.)
32 *Amended 6/30/92*

33
34 (2) Prior to being recommended for employment by the Superintendent,
35 each prospective employee shall be required to submit a urine
36 sample for a screening test. If the screening shows the presence of
37 an illegal drug, the sample shall then be tested by the GCMS
38 method.

39
40 (3) A prospective employee will not be hired if the results of the drug
41 screening test indicate the presence of an illegal drug, regardless of
42 the frequency or occasion. However, the prospective employee may
43 request a waiver if he/she can show a valid prescription for the drug,
44 issued by a licensed medical practitioner or if he/she can provide
45 evidence the drug was purchased pursuant to the provisions of
46 section 893.08, Florida Statutes. The Superintendent or his
47 designee shall verify the validity of the prescription or compliance
48 with the provisions of section 893.08, and consider the request in
49 light of the extent, duration and frequency of use of the drug; the
50 underlying cause for use of the drug; and any other considerations
51 relevant to the performance requirements of the position for which
52 applied.

53
54 The Superintendent's decision on any request for waiver shall be
55 final.

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

26 Auth: 231.001, F.S.

27
28 4.1.2 Employment Procedure *Amended 6/27/95*

29
30 A. Appointment

- 31
32 (1) The selection of new appointees shall be originated by the
33 administrator of the unit in which the individual is to work, and
34 proceed through the chain of command.
35
36 (2) Application forms shall be provided by the District Office and shall
37 be filled out by the applicants to provide pertinent data for
38 evaluation. Applications and test scores remain on file for a period
39 of one (1) year. *Amended 6/29/93*
40
41 (3) Prior to being recommended for employment by the Superintendent
42 and prior to the first day of employment, the prospective employee
43 must have a completed application on file. A completed application
44 shall include, but not be limited to:
45
46 a. three (3) reference forms (on the District's forms).
47 Documented telephone reference checks by the hiring
48 administrator or supervisor may be substituted on a one for
49 one basis; and
50
51 b. TB test results; and
52
53 c. an official High School Diploma or GED equivalent or
54 official transcripts confirming all degrees earned.
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The Superintendent may waive any of the above in extenuating circumstances.

- (4) Appointments shall be made by the Board, and notice thereof shall be given to each appointee after spreading upon the minutes a record of such appointment. *Amended 7/23/91*
- (5) If an appointment is to a position of temporary or substitute employment, the record of appointment in the Board minutes and the notice of appointment shall so state. *Amended 7/23/91*
- (6) Professional support staff employees shall be required to pass skill proficiency tests as determined by the Superintendent. The criteria for administering and scoring shall be approved by the Board.

B. Year of Service and Pay Levels *Amended 7/23/91*

- (1) The minimum time which shall be recognized as a year of service for pay purposes shall be at least one (1) day more than half of the number of work days required in the year.
- (2) When a year of experience is required for a level upgrade, the administrator and the Personnel Department will be required to verify a complete year of experience. The following rules apply for Professional Support Staff upgrades:
 - a. Employee pay levels 10D and higher may only be upgraded one level per fiscal year.
 - b. An employee may receive a level upgrade on or after his anniversary date with the completion of an additional experience year, any other level requirements and the recommendation of the supervisor.
 - c. If an employee meets all experience level requirements and is recommended for an upgrade by the supervisor, he may be promoted during the same year once he meets other requirements (education, training, technical skills, etc.) and receives the recommendation of the supervisor.
 - d. Upgrades will not become effective until approved by the Board and will be retroactive to the date of completion of requirements described for the recommendation, the date of which is not to exceed thirty (30) calendar days. *Amended 6/27/95*

C. Employment Status

(1) Probationary Period

All new professional support staff employees shall be placed on a ninety (90) day probationary period. If an employee's fingerprint report does not clear within the ninety (90) day probationary period, the probationary period will continue. Benefits may be extended to the employee after ninety (90) days of

1 employment if the delay in clearance of fingerprints is due to no fault
2 of the employee. Probation may be waived by the Superintendent
3 for returning employees provided that the prior employment with the
4 School District has been within the past five (5) years. This waiver
5 provision shall not apply to temporary employment contracts. At the
6 conclusion of the probationary period the employee shall either be
7 placed on annual employment status or terminated. During the
8 probationary period, an employee may be terminated without cause.
9 *Amended 4/16/91 & 6/28/94*

10
11 (2) Annual Employment *Adopted 6/28/94*

12
13 The School Board shall employ all professional support staff
14 personnel in accordance with Section 231.3605, Florida Statutes.
15 All professional support staff employees shall be employed on an
16 annual basis for a minimum of three (3) years. At the conclusion of
17 any fiscal year, an employee on annual status may be non-renewed
18 without cause. Notification of non-renewal shall be made in writing
19 not later than May 15. Such non-renewal shall not be subject to
20 review or appeal nor subject to the procedures contained in Section
21 4.3. *Amended 10/4/94*

22
23 As used herein, reference to "annual status" or similar descriptive
24 language concerning the annual appointment, shall mean the
25 probationary status mentioned in Section 231.3605, F. S. During
26 this annual status, after successful completion of the probationary
27 period described in Section 4.1.2(C)(1) of these policies, the
28 employee may not be terminated or suspended without following the
29 procedures specified herein. However, the employee may be
30 dismissed without cause and without entitlement to the procedural
31 protection afforded herein during the probationary period described
32 in Section 4.1.2(C)(1) of these policies. *Adopted 10/4/94*

33
34 (3) Continuous Employment Status *Adopted 6/28/94*

35
36 a. The School Board shall provide continuous employment
37 status as prescribed herein provided there is a position
38 available at the worksite for the employee and the employee:

- 39
40 1. Has completed three (3) years of satisfactory service
41 in the District, during a period not in excess of five
42 (5) successive years, such service being continuous
43 except for leave duly authorized and granted; and
- 44
45 2. Has been recommended by the Superintendent for
46 continuous employment and reappointed by the
47 School Board based on successful performance of
48 duties and demonstration of professional
49 competence.
- 50
51 3. The period of service provided herein may be
52 extended to four (4) years when prescribed by the
53 supervisor or administrator and agreed to in writing
54 by the employee at the time of reappointment.
55

1 An employee not granted continuous employment
2 status by the end of the fourth year of employment
3 shall be non-renewed. *Adopted 6/27/95*
4

5 No employment that is part time (less than 20 hours per
6 week) shall count toward eligibility. *Adopted 6/27/95*
7

8 b. The continuous employment status shall be effective at the
9 beginning of the fiscal year following the completion of all
10 requirements therefore.

11
12 c. Any employee who has previously held continuous
13 employment status in this district and returns to the District
14 may be placed on continuous employment status after
15 completing one year of satisfactory service in the district.
16

17 d. The continuous service status shall be continued each year
18 unless the Superintendent, after receiving a recommendation
19 from an administrator, who after following Board adopted
20 assessment procedures, charges the employee with
21 unsatisfactory performance and notifies the employee in
22 writing, no later than April 1 of the fiscal year, of
23 performance deficiencies which may result in termination of
24 employment. *Amended 10/4/94*
25

26 (4) Return to Annual Status *Adopted 6/28/94*
27

28 Any member of the professional support staff who is under
29 continuous employment status who transfers to a different position
30 with substantially different job responsibilities, shall be returned to
31 annual status for a period of one year.
32

33 a. At the conclusion of one year, if the employee's
34 performance is deemed satisfactory by the administrator or
35 supervisor, the employee shall be granted continuous
36 employment status.
37

38 b. If, at any time during the year, the employee's performance
39 fails to meet the expectations of the administrator or
40 supervisor, the employee will be given the opportunity to
41 return to the previously held position, if it is available. If the
42 previously held position is not available, the employee shall
43 be offered a similar position in the District, if such a position
44 is available.
45

46 c. If the employee's performance is deemed unsatisfactory in
47 the opinion of the administrator or supervisor, and no
48 position is available at the previous level, the employee may
49 be non-renewed at the end of the fiscal year.
50

51 d. An employee who returns to a previous level shall retain the
52 employment status previously held at that level.
53
54
55

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

- 2
3 a. In the event the Superintendent determines that there is to be
4 a reduction in employee allocations for any reason, an
5 affected employee shall be given the opportunity to transfer
6 to an available position, provided the employee meets the
7 qualifications of the new position and has clearly
8 demonstrated the ability to meet the requirements of said
9 position.
10
11 b. In making involuntary transfers or lay-offs, length of service
12 in the District shall be considered.
13

14 (6) Initial Implementation of Continuous Employment Status
15 *Adopted 6/28/94 Amended 10/4/94*

- 16
17 a. During the 1994-95 fiscal year, all professional support staff
18 employees in the District shall be placed on annual status.
19
20 b. At the conclusion of the 1994-95 fiscal year, those
21 professional support staff employees who have documented
22 three or more years of service within the past five years may
23 be recommended for continuous employment status.
24 However, at the discretion of the administrator or
25 supervisor, an employee may be placed on an additional year
26 of annual service.
27

28 4.1.3 Salary Schedules

- 29
30 A. Salary schedules for professional support staff shall provide for the various
31 classifications of employees of the District. Salary differentials shall be
32 based on objective factors which shall be set forth in the salary schedule.
33 The Board shall annually adopt and spread on its minutes a salary schedule
34 for employees. New positions or classifications added during the year for
35 which provisions were not made in the annual salary schedule shall be
36 included in such salary schedule by proper amendments officially adopted
37 by the Board. Salary policies and schedules shall be found in the Salary
38 Handbook as annually adopted by the Board. *Amended 6/29/93*
39
40 B. All regular employees of the School District, employed on an hourly, daily,
41 or monthly basis and for which payroll deductions are required, shall
42 receive all compensation for services rendered by School District Warrants.
43
44 C. Testing criteria and procedures for professional support staff office
45 positions will be adopted by the School Board. *Amended 7/23/91*
46
47 D. Experience Pay
48
49 (1) Experience pay shall be granted, provided the experience is in the
50 area of work being done at the present time. Outside work
51 experience up to a maximum of five (5) years may be brought into
52 the system and verification on approved forms must be returned to
53 the Personnel Department before the end of the ninety (90) day
54 probationary period.
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- (2) Verified past work experience to be used for pay purposes must be complete, properly filled out and returned to the Personnel Department during the ninety (90) day probationary period. Verified experience will be paid retroactively from the first day of current employment. *Amended 6/29/93*
 - (3) Personnel transferring or being promoted into new positions will have ninety (90) days to verify their work experience for pay purposes in the new position. However, if an employee attempted to obtain the verification as documented in the personnel file and through no fault of his own, the deadline was not met, the ninety (90) day requirement may be extended or waived at the discretion of the Superintendent. *Amended 6/30/92*
 - (4) Personnel transferring within the same pay grade (example: aide to aide, secretary to key punch) shall maintain their level of experience, provided the person meets the qualifications that the new position requires.
- E. No deductions shall be made from the salaries of the employees of the School District unless such deductions are required by law or approved in writing by the employees to be affected. Such authorization shall continue until terminated in writing. *Amended 7/23/91*

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

4.1.4 Definitions of Professional Support Staff

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

Full-time employees are entitled to all fringe benefits provided by the School District.
- B. Part-time employees are those who work less than twenty (20) hours weekly. *Amended 7/23/91*

Any part-time employees hired after adoption of this rule are not entitled to fringe benefits by the School District, however, those currently employed will continue to receive fringe benefits until their employment is terminated.
- C. Temporary employees are those who are paid only for the hours they actually work. They are not entitled to the fringe benefits provided by the 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 4.2.1 General Rules
5

6 A. Leaves shall be officially granted in advance and shall not be granted
7 retroactively, provided that leave for sickness or other emergencies may be
8 deemed to be granted in advance if a prompt report is made to the designated
9 authority at the termination of leave. Such proper absence from duty shall
10 be in accordance with and subject to the provisions of State Board Rule 6A-
11 1.077.
12

13 Any such leave shall be classified as one of the following:
14

- 15 (1) Illness-in-line-of-duty leave (with pay)
- 16 (2) Military Leave (without pay)
- 17 (3) Personal Leave (without pay beyond six [6] charged to sick leave)
- 18 (4) Staff Development Leave (with pay)
- 19 (5) Sick Leave (with pay)
- 20 (6) Adoptive Leave (without pay)
- 21 (7) Jury Duty Leave (with pay)
- 22 (8) Witness Leave (with pay)
- 23 (9) Vacation Leave (with pay)
- 24 (10) Extended Leave (without pay)
- 25 (11) Maternity Leave (without pay beyond the sick leave balance)

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37 B. Family Medical Leave Adopted 6/28/94

38 The School District of Osceola County offers up to twelve (12) weeks of
39 job-protected leave to eligible employees as mandated in The Family and
40 Medical Leave Act of 1993.
41

- 42 (1) In order to be eligible, an employee must have been employed by the
43 District for a minimum of one year and worked a minimum of 1250
44 hours over the previous twelve (12) months.
 - 45 a. All available sick and annual leave must be used prior to
46 receiving leave under this policy. The twelve (12) weeks of
47 available Family Medical Leave shall be reduced by the
48 number of sick and annual leave days available.
 - 49 b. Application for Family Medical Leave should be made at
50 least thirty (30) days in advance when the leave is
51 foreseeable.
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- c. When the leave is for a serious health condition, the District may require medical certification.
 - 1. The District reserves the right to require a second or third medical opinion.
 - 2. When the employee is ready to return to work, the District may require a fitness-for-duty report.
- (2) A maximum of twelve (12) weeks during a twelve (12) month period may be requested under this policy.
- (3) Leave may be granted for any of the following reasons:
 - a. To care for a child after birth.
 - b. To care for a child upon adoption.
 - c. To care for a foster child.
 - d. To care for a spouse, son, daughter, or parent who has a serious health condition.
 - e. To seek medical care for a condition that renders the employee unable to perform assigned job responsibilities.
- (4) Job Benefits and Employment Rights
 - a. While on Family Medical Leave, the Board will continue to provide health coverage for the employee. The employee will be responsible for any required premium payments.
 - b. Upon return to work, the employee will be placed in the position held prior to the leave, if available. If the previous position is not available, the employee will be placed in a similar position, if available.
- C. Vacation and sick leave will not be earned for months on leave without pay. A suitable vacancy must exist for an employee who wishes to return to work during the school year in which leave without pay is granted.
- D. Employees on authorized leave without pay shall be eligible to continue on School District group insurance benefits. The employee shall be personally responsible for full payment of the premiums or costs.
- E. Released Time

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

1 RETURNING FROM LEAVE

2
3 Employees shall be required to show a doctor's release to return to work after
4 maternity leave, any long-term medical leave or worker's compensation.

5
6 Auth: 230.22, F.S. Imple: 231.48, F.S. and SBR 6A-1.077

7
8
9 4.2.2 Extended Leave

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

13
14 B. Employees shall be eligible for extended leave without pay after three (3) or
15 more years of continuous service. The three (3) year requirement may be
16 waived in extenuating circumstances as recommended by the Superintendent
17 and approved by the Board. Extended leave, when granted, shall not
18 exceed one (1) year, except that military leave shall be granted for a longer
19 period as necessary for the completion of active duty. Maternity leave is
20 exempt from the three (3) year provision.

21
22 C. An extended leave without pay request must be made in writing on the form
23 prescribed by the District. The request shall specify the time of the leave
24 and the reason for the request. The length of the leave and the reason for
25 the request shall be recorded in the Board minutes. The School Board shall
26 have the right to determine that the leave is used for the purpose set forth in
27 the application, and if not so used, the Board shall have authority to cancel
28 the leave.

29
30 D. The leave must be approved by the employee's immediate supervisor and
31 the Superintendent or his designee before it is presented to the Board for
32 approval.

33
34 E. Extended leave may be renewed upon request for an additional period not to
35 exceed one (1) year, subject to Board approval. Automatic renewal of an
36 extended leave is not granted. It shall be the responsibility of the person on
37 leave to request renewal. If no request for renewal is made prior to the
38 expiration of the leave, employment shall be terminated.

39
40 F. Personal leave without pay may be requested for, but not limited to:

- 41 (1) Leave to serve in the armed services
42 (2) Leave for academic study
43 (3) Leave for serving in the Peace Corps
44 (4) Leave for child-rearing (for natural or adoptive child)
45 (5) Leave for child-bearing
46 (6) Leave to run for or serve in an elected office
47
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1 (7) Leave to participate in exchange programs in other states or
2 countries
3

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

7 4.2.3 Military Leave
8

9 Military leave shall be granted and compensation paid in accordance with State
10 Board Rule 6A-1.083.
11

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

20 4.2.4 Sick Leave
21

22 Any member of the professional support staff who is unable to perform his daily
23 duties because of illness or because of the illness or death of a father, mother,
24 brother, sister, husband, wife, child, or other close relative or member of his
25 household, and who consequently has to be absent from duty, may claim sick
26 leave. Sick leave must be taken only when necessary and must be certified by an
27 application signed by the applicant and approved by the principal or supervisor.
28

29 A. Effective July 1976, family members and close relatives, for the purposes
30 of sick leave, shall be defined by the Internal Revenue Service publication,
31 Your Federal Income Tax.
32

33 Sick leave may be taken for maternity. Sick leave for professional support
34 staff shall amount to one (1) day for each month of employment to be
35 credited at the end of the month and may be earned at the rate of one day per
36 month. An employee earning pay for at least seventy-five percent (75%) of
37 the workdays in the month shall be treated as earning benefits for a month
38 of employment. Such sick leave shall be cumulative from year to year.
39 There shall be no limit on the number of days of sick leave a member of the
40 professional support staff may accrue. *Amended 6/27/95*
41

42 In cases of investigated sick leave abuse, the supervising administrator may
43 recommend to the Superintendent that the employee present a certificate of
44 illness from a licensed physician. *Adopted 6/29/93*
45

46 Employees working in a combination of two (2) or more positions shall be
47 assigned a primary position and shall be entitled to all benefits earned in that
48 position. All other work shall be considered as extra pay and no additional
49 benefits will be earned. *Amended 7/23/91*
50

51 Employees formerly employed by the School District shall have any
52 accumulated sick leave reinstated upon reemployment. The reinstated leave
53 shall be reduced only to the extent that the number of days used in another
54 district exceeds the number earned in that district.
55

1 B. Terminal Pay for Accumulated Sick Leave *Substitution adopted 6/17/97*
2

3 (1) Any Professional Support Staff employee eligible to retire as an
4 employee of the School Board, or his/her beneficiary if service is
5 terminated by death, and retirees returning to active employment
6 shall be entitled to payment for accumulated sick leave as follows:
7

- 8 a. During the first 3 years of service, the daily rate of pay
9 multiplied by 35 percent times the number of days of
10 accumulated sick leave.
11
12 b. During the next 3 years of service, the daily rate of pay
13 multiplied by 40 percent times the number of days of
14 accumulated sick leave.
15
16 c. During the next 3 years of service, the daily rate of pay
17 multiplied by 45 percent times the number of days of
18 accumulated sick leave.
19
20 d. During the next 3 years of service, the daily rate of pay
21 multiplied by 50 percent times the number of days of
22 accumulated sick leave.
23
24 e. During and after the 13th year of service, the daily rate of
25 pay multiplied by 100 percent times the number of days of
26 accumulated sick leave.
27

28 It is the intent of this section to clarify the policy that was in effect
29 on July 1, 1995.
30

31 (2) Definitions
32

33 (1) Years of Service
34

35 Years of service shall mean the number of years as an
36 employee of the School Board of Osceola County, Florida.
37

38 (2) Professional Support Staff Employees
39

40 Professional Support Staff Employees shall mean all
41 employees of the School Board of Osceola County, Florida
42 who are not classified by the School Board as instructional
43 or administrative employees.
44

45 (3) Payment shall be made at the current daily rate of pay.
46

47 Auth: 231.001 & 231.40(3)(a). F.S.

48 Imple: 231.40 F.S.
49

50 C. Employees' Voluntary Sick Leave Bank
51

52 (1) Membership
53

54 Any full-time employee of the District, having been employed by the
55 School District for at least one (1) year and having at least ten (10)

1 days accrued sick leave by the end of September of each year
2 (inclusive of four [4] days sick leave advanced), may enroll in the
3 sick leave bank by voluntarily contributing one (1) sick leave day to
4 the Bank. The enrollment shall be opened each year during the
5 months of September and February only. Employees on leave
6 returning to service may join the Bank within ten (10) days of their
7 employment if they meet all other criteria.

- 8
9 a. Enrollment must be made on the prescribed form furnished
10 by the Personnel Department.
11
12 b. Any sick leave day contributed pursuant to this section shall
13 be removed from the personally accumulated sick leave
14 balance of that employee and shall not be returned except as
15 provided in section (9).
16
17 c. Membership in the Sick Leave Bank shall be continuous
18 from the initial enrollment until an individual member has
19 withdrawn from the plan or has drawn the maximum
20 allowed from the Bank (see [6d]).

21
22 (2) Establishment and Duration

- 23
24 a. The Sick Leave Bank will not come into existence until at
25 least 20% of the total number of employees eligible to join
26 the pool elect to do so and will remain in existence unless the
27 participation drops below 20% of the number of employees
28 eligible. The District shall provide for the establishment of a
29 Sick Leave Bank no later than February 1, 1986.
30
31 b. In the event the Sick Leave Bank is discontinued,
32 distribution of remaining sick leave days will be in
33 accordance with section (9) below.

34
35 (3) Replenishment Contributions

36
37 If the Bank is depleted during a school year, members may be
38 assessed up to a maximum of three (3) days per year.

39
40 (4) Administration and Governance

- 41
42 a. A Personnel Department Committee will administer the Sick
43 Leave Bank and will determine the validity of claims against
44 the Bank.
45
46 b. The Personnel Department will make available an annual
47 report of usage of the Bank to the School Board and to
48 participating members.
49
50 c. Appeals shall be handled by the Superintendent who will
51 establish a five member Appeals Committee, representative
52 of both Association and management for the purpose of
53 settling any dispute arising from claims against the Bank.
54 The Committee will be comprised of two members appointed
55 from the OCTA appointed by the President and two

1 members appointed by the Superintendent, and one
2 professional support staff employee mutually agreed upon
3 by the Association President and the Superintendent. This
4 Appeals Committee shall be the final authority on all disputes
5 or interpretation involving eligibility for benefits.
6

7 (5) Eligibility
8

9 In the event of a serious personal illness, accident or injury over
10 which the employee has no control, causing a participating employee
11 to be absent from work for an extended period of time, the employee
12 may receive paid leave as follows:
13

- 14 a. All accumulated sick leave of the employee must first be
15 expended, followed by a leave, not charged to sick, of five
16 (5) work days per incident.
17
- 18 b. Applications must be made to the Personnel Department
19 including a statement from a doctor attesting to the member's
20 extended illness, accident, or injury. The statement must
21 certify:
22
- 23 1. The nature of the illness, accident, or injury.
 - 24 2. That in the event of an operation, it is absolutely
25 necessary and could not reasonably be delayed until a
26 break in the employee's duty schedule.
 - 27 3. The probable date the member would be able to
28 return to work.
- 29
- 30 c. Application must also provide permission to investigate
31 medical records and other information needed for review or
32 appeal.
33
- 34 d. A participating member shall not be eligible to use sick leave
35 from the Bank if the employee is on leave for injury or
36 illness in the line of duty, worker's compensation, or on
37 medical retirement.
38
39
40

41 (6) Benefits
42

- 43 a. All cases will be reviewed by the Sick Leave Bank Approval
44 Committee when each twentieth (20th) day of benefits has
45 been reached up to the maximum amount allowable. At this
46 time, the Committee may request additional medical
47 certification. Also, at this time, any sick leave which may
48 have been accrued by the participant must then be used
49 before resumption of drawing from the Sick Leave Bank.
50
- 51 b. Upon approval of application, a member will be allowed to
52 draw up to a maximum of forty (40) paid sick leave days
53 from the Bank, provided there remain sufficient leave days
54 in the Bank.
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- c. The employee shall not have to pay back in any manner the number of days used from the Sick Leave Bank except as outlined in Section (7) below.
- d. In the event a member draws from the Sick Leave Bank, that individual membership shall be suspended from the Bank membership after drawing all days authorized from the Bank. Such individuals may reinstate membership by meeting qualifications in section (1) above.

(7) Participation Abuse

Alleged abuse of the Sick Leave Bank shall be investigated by the Personnel Department. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all sick leave credited (in dollars) drawn from the Sick Leave Bank and, after review by the Appeals Committee, be subject to such other disciplinary action as determined by the School Board.

(8) Withdrawal from Participation

Any participating employee who wishes to withdraw from participation in the Sick Leave Bank may do so and withdrawal will be effective immediately upon receipt by the Personnel Department of written notification of the employee's intent to withdraw. Any previously contributed sick leave will become the property of the Sick Leave Bank.

(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

1 disease contracted in school work. The amount of illness-in-line-of-duty leave
2 available to any such employee shall be ten (10) days during the school fiscal year.
3 However, in the case of injury occurring under such circumstances as in the
4 opinion of the School Board warrants it, additional in-line-of-duty leave may be
5 granted out of local funds for such term and under such conditions as the School
6 Board shall deem proper.

7
8 Auth: 230.22, F.S. Imple: 231.48, F.S.
9

10 4.2.6 Annual Vacation Leave

11
12 Twelve month professional support staff shall accumulate vacation as follows:

13
14 One (1) day for each month of employment for those employed by the
15 District for less than five (5) active service years.

16
17 One and one-fourth (1-1/4) days per month of employment for those
18 employed five (5) active service years or more.

19
20 One and one-half (1-1/2) days per month of employment for those
21 employed ten (10) active service years or more.
22

23 Earned leave shall be credited at the end of the month. An employee earning pay
24 for at least seventy-five percent (75%) of the workdays in the month shall be treated
25 as earning benefits for a month of employment.
26

27 A. A full-time employee whose normal working day is less than eight hours
28 shall earn and use vacation days in proportion to hours worked. No
29 professional support staff employee shall earn more than one and one-half
30 (1-1/2) eight hour vacation days per month. A maximum of sixty (60)
31 vacation days may be carried over at the end of each fiscal year. Each
32 employee must use half of each year's earned vacation within the year in
33 which it is earned.
34

35 B. Annual vacation leave time for an individual employee shall be approved by
36 the Superintendent or his designee and scheduled so that there will be a
37 minimum disruption of the operation of the school system.
38

39 C. Employees in positions earning vacation leave who transfer or are assigned
40 to positions which do not earn vacation leave may receive payment for
41 unused vacation leave at the time of transfer or reassignment.
42

43 D. At the time of retirement or separation of employment, unused vacation
44 leave shall be paid as terminal pay. A leave application shall be filed with
45 the Superintendent showing the annual leave dates. *Adopted 1/22/91*
46

47 Auth: 230.33, F.S. Imple: 231.48, F.S.
48

49 4.2.7 Personal Leave

50 A. With Pay

51
52 Any member of the professional support staff employed by the District may
53 be absent no more than six (6) days each school year with pay for personal
54 reasons. Such absences shall be charged only to accrued sick leave, and
55

1 leave for personal reasons shall be noncumulative. Applications for such
2 leave shall be submitted for approval. No reason need be given by the
3 employee for personal leave other than "personal reasons". Leaves for
4 personal reasons shall be granted in advance and shall not be granted
5 retroactively.
6

7 **B. Without Pay**

8 Professional support staff employees may be granted personal leave
9 without pay for ten (10) days or less by the supervisor provided the
10 request is submitted at least one (1) week prior to the beginning date of the
11 leave. Employees absent without leave shall be subject to dismissal. An
12 employee having vacation or personal charged to sick leave available may
13 not receive personal leave without pay except in circumstances approved by
14 the Superintendent. *Amended 7/23/91 & 6/27/95*
15

16
17 Auth: 230.22, F.S. Imple: 231.48, F.S.
18

19 **C.** An employee on personal leave, without pay, may not receive holiday pay
20 unless he works or is on paid leave the day before and day after the holiday.
21 Anyone on personal leave without pay for more than ten (10) days shall be
22 placed on extended leave, if eligible, and the position advertised.
23 Professional support staff employees who are not eligible for extended leave
24 will be terminated after ten (10) days of personal leave without pay. The
25 Superintendent may extend this leave in extenuating circumstances.
26

27 **4.2.8 Jury Duty**

28 An employee shall be authorized to be absent from assigned duties, and shall
29 receive his regular salary plus court fees while serving as a juror in any court case.
30 If notice of jury duty is received, the supervisor should be immediately notified in
31 writing. Proper leave shall be requested. *Amended 7/23/91*
32
33

34 In the event that the employee is excused from further attendance, the employee
35 shall return to his place of assignment as expeditiously as possible. Leave forms
36 will show the adjustment. *Adopted 6/27/95*
37
38

39 **4.2.9 Witness Leave**

40 An employee of the District may be absent from assigned duties and shall receive
41 his regular salary, plus any witness fees, while serving as a witness in any court
42 case or other legal or administrative proceeding under the following conditions:
43
44

- 45 **A.** That the employee has been subpoenaed by the court or agency having
46 subpoena powers.
47
48 **B.** That the employee shall submit a copy of the subpoena or letter from either
49 attorney in the case to the supervisor. *Amended 7/23/91*
50

51 In the event that the employee is excused from further attendance, the employee
52 shall return to his place of assignment as expeditiously as possible. Leave forms
53 will show the adjustment.
54

55 Auth: 230.22, F.S. Imple: 231.39, F.S.

1
2 4.2.10 Temporary Duty Elsewhere
3

4 In certain instances employees may be assigned to be temporarily absent from their
5 regular duties and places of employment for the purpose of performing other
6 educational services including participating in school surveys, professional
7 meetings, study courses, workshops, etc. Such assignment to temporary duty,
8 ordinarily initiated by the District administration, shall be in conformance with State
9 Board Rule 6A-184. *Amended 3/16/91*

10
11 Employees shall receive their regular pay and be reimbursed for expenses in
12 accordance with Board Rule 2.4.8

13
14 Auth: 230.22, F.S.
15 Imple: SBR 6A-184 and 231.42 F.S.
16

17 4.3 SEPARATION OF PROFESSIONAL SUPPORT STAFF
18

19 4.3.1 Resignation
20

21 A. Resignation of employees shall require at least two (2) weeks written notice
22 in advance of the date of termination. Unused vacation days and personal
23 leave charged to sick may be used toward all or part of this requirement.
24

25 B. All leave forms, termination forms, insurance card, prescription drug card
26 and other required paper work must be on file in the District Personnel
27 Office before the final pay check can be released. Failure to give proper
28 notice may delay the release of the final check one pay period.
29 Compensation for services rendered shall be made following the established
30 payroll date schedule.
31

32 C. An exit interview shall take place prior to or at the time of receiving the last
33 check. Termination of all benefits shall be effective as of the last official
34 day of employment.
35

36 Auth: 230.22, F.S.
37 Imple: 230.23(5), F.S.
38

39 4.3.2 Discipline and Termination
40

41 An employee with continuous employment may be disciplined or terminated as a
42 result of unsatisfactory performance under the annual review procedures in 4.3.2
43 (A) or for the reasons enumerated in 4.3.2 (B). An employee on an annual status
44 may also be disciplined or terminated under the procedures found in Rule 4.3.2(B).
45 *Amended 6/17/97*
46

47 A. Unsatisfactory Performance by an Employee with Continuous Employment
48 Status *Adopted 6/28/94*
49

50 (1) On receiving notice of unsatisfactory performance, the employee, on
51 request, shall be accorded an opportunity to meet with the
52 Superintendent or his designee for an informal review of the
53 determination of unsatisfactory performance.
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- (2) 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 subsequent employment.
- (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 appraised of progress achieved.
- (4) Not later than May 15 of the fiscal year, the Superintendent, after receiving and reviewing the recommendation, shall notify the employee, in writing, whether the performance deficiencies have been corrected. If the performance deficiencies have not been corrected, the Superintendent will issue a notification of termination of employment. If the employee wishes to contest the termination, the employee will have fifteen (15) days from the receipt of the Superintendent's notification to demand, in writing, a hearing. In such a hearing, the employee may raise as an issue, among other things, the sufficiency of the Superintendent's charges of unsatisfactory performance. Procedures for conducting such hearing are found below.

B. Discipline and Termination of Professional Support Staff on Annual or Continuous Employment Status. *Adopted 6/28/94*

Suspension and dismissal of professional support staff personnel shall be conducted in accordance with the procedures contained below except that the Superintendent may suspend members of the professional support staff in an emergency.

- (1) An employee may be suspended without pay, discharged and/or returned to annual status for reasons including but not limited to the following:
 - a. Violation of a policy of the School Board of Osceola County, Florida.
 - b. Violation of work rules.
 - c. Gross Insubordination - Refusal to follow a proper directive, order or assignment from a supervisor.
 - d. Immorality.
 - e. Misconduct in Office.
 - f. Incompetency.
 - g. Willful Neglect of Duty.
 - h. Drunkenness.
 - i. Conviction of any crime involving Moral Turpitude.

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- j. Endangering the health, safety or welfare of any student or employee of the District.
- k. The conviction of a felony in the State of Florida or notice of conviction of a substantially parallel offense in another jurisdiction.
- l. An act committed while off duty, which because of its publication through the media or otherwise, adversely affects the employee's performance or duties, or disrupts the operations of the District, its schools or other facilities.
- m. Improper use of leave.
- n. Failure to perform work-related assigned duties.
- o. Intentional or negligent damage to School Board property.
- p. Unethical use or administration of test materials.
- q. Failure to report to work.
- r. Any violation of The Code of Ethics and the Principles of Professional Conduct of the Education Profession of Florida.
- s. Other infractions, as set forth from time to time in writing and disseminated by the Superintendent.

(2) An employee recommended for suspension without pay, termination and/or return to annual status may request a hearing. Such request shall be submitted in writing to the Superintendent within fifteen calendar days of receipt of notification of the action being taken.

C. Hearing Procedures *Adopted 6/28/94 Amended 10/4/94*

All hearings which concern any substantial interest of a professional support staff employee shall be conducted in accordance with the Florida Administrative Procedures Act, Chapter 120, F. S.

D. Return to Annual Status *Adopted 6/28/94*

Any member of the professional support staff who is under continuous employment status may be returned to annual status in accordance with the procedures contained above.

E. Absence After Leave Expires

Professional support staff employees who are not eligible for extended leave may, after ten (10) days of absence from their position and after sick leave expires, be recommended for dismissal. *Corrected 10/4/94*

1 F. The provisions contained herein shall not apply to employees during their
2 probation period nor employees on annual status who are not recommended
3 for re-employment at the end of their employment period. *Amended 6/28/94*

4 G. Unethical use or administration of test materials may constitute violation of
5 Florida Statutes 228.301, Test Security, and may result in fines,
6 imprisonment, and/or dismissal of involved employees.
7

8
9 Auth: 231.001 & 230.22, F.S. Imple: 230.23(5), F.S.

10
11 4.4 TEACHER AIDES

12 It is the intent of the Board that teacher aides be used to the greatest advantage
13 possible, including substitute teaching, consistent with the provisions of Section
14 231.141, Florida Statutes, and State Board Rule 6A-1.70. *Amended 6/30/92*

15
16 Auth: 230.22, F.S. Imple: 231.141, F.S. and SBR 6A-1.70.

17
18
19 4.5 RETIREMENT ANNUITIES PROGRAM

20 A. The Board will consider annually, upon the recommendation of the
21 Superintendent, requests for retirement annuities for school personnel with
22 25 years or more years of creditable service (at least five [5] of which must
23 have been in this district) who have reached the age 55 and have applied for
24 retirement under the Florida Retirement System or Teachers Retirement
25 System.
26

27 (1) All requests must be received between September 1 and October 31
28 of the calendar year for those requesting retirement during or at the
29 conclusion of that school year or four (4) months prior to retirement
30 if planning retirement before February of that school year.
31

32 (2) A copy of the official determination, by the Division of Retirement,
33 of the projected monthly benefits at the effective date of retirement
34 based on the average monthly compensation and creditable service
35 as of the member's early retirement date and the actual early
36 retirement benefits shall accompany the request.
37

38 (3) Requests of applicants between the ages of 50 and 54 may also be
39 considered by the Board if the Board first determines for that year
40 that is economically feasible to do so.
41

42 B. Between November 1 and November 30 an annual survey and study will be
43 conducted prior to the determination of the Superintendent and Board on the
44 feasibility of the program being offered during that school year with no
45 commitment to offer the program in future years unless the Board opts to do
46 so after reviewing the annual survey. The employee may be required to
47 contribute to the annuity in order to qualify.
48

49 C. The Board upon the recommendation of the Superintendent will determine
50 before January 15, whether or not the program will be offered for that year.
51

52 D. If the program is offered, the Superintendent shall make recommendations
53 pertaining to either the investment in a specific amount of current funds or
54 the purchase of an adequate annuity either of which would provide earned
55

1 income in an amount sufficient to provide the annual early retirement
2 supplemental benefit for the named employee.

3
4 E. In the event an employee has earned experience in a public school system in
5 another state, the Board may choose to purchase such out-of-state
6 experience (up to five years) as is necessary to provide regular retirement
7 benefits. This experience may not be purchased in addition to an annuity.
8 *Adopted 6/27/95*

9
10 F. The maximum monthly benefit to any individual shall be in compliance with
11 Florida Statutes.

12
13 Auth: 230.22, F.S.

14 Imple: 231.495, F.S.

15
16
17 4.6 MISCELLANEOUS

18
19 A. Pallbearer

20
21 The Superintendent or any principal or administrator has authority to allow
22 an employee time off to act as a pallbearer and to permit the employee to
23 make up the time to avoid loss of pay.

24
25 B. Workers' Compensation

26
27 All employees of the District are entitled to benefits of Workers'
28 Compensation when qualified as prescribed under Florida Law. The
29 employee shall receive his regular salary less Workers' Compensation
30 payments while on illness-in-line-of-duty leave.

31
32 C. Garnishment

33
34 In every case in which an attempt is made to join the District as garnishee,
35 the District shall impose its right of exemption as an agency of the State.

36
37 D. Credit Inquiry

38
39 The Superintendent, in response to a proper request by an appropriate
40 recognized lending institution or credit bureau, is authorized for credit
41 purposes to give the following information:

- 42
43 (1) The length of employment
44
45 (2) The status of employment
46
47 (3) Salary earned

48
49 In no case shall the Superintendent give any opinion as to the character of
50 the employee.

51
52 Auth: 230. 22, F. S.

53 Imple: 231.38, 230. 23(5), Chapter 440, and 230 . 33 (23), F . S .

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E. Reimbursement for Damage to Personal Items

The Board shall reimburse professional support staff for damage to clothing, dentures, eyeglasses, prosthetic devices or artificial limbs where such damage occurs as a result of:

- (1) Breaking up a fight
- (2) Protecting students or other employee(s) from physical harm or injury
- (3) Assault and/or battery occurring in the course of the legal performance of assigned duties. Such reimbursement shall not exceed the replacement cost nor be paid when the above loss is reimbursable from other sources.

Auth: 230.22, F.S.
Imple: 230.23 (5), Chapter 440, and 230 . 33 (23), F.S.

F. Councils *Adopted 6/27/95*

A professional Support Staff Council and Professional Technical Council are hereby designated to represent the concerns and interests of professional support staff employees. The members of the councils shall be selected by their peers.

The Professional Support Staff Council and Professional Technical Council are purely advisory bodies and do not have the authority to commit or obligate the School Board or District in any manner. The councils serve at the discretion of the School Board and may be modified or dissolved by future Board action in accordance with law.

These councils are not collective bargaining units. Nothing in these provisions shall be deemed to confer on the councils those things exclusively provided to collective bargaining units, unions, or similar organizations.

Table of Contents

Chapter 5

Instructional Personnel

<u>Section</u>	<u>Title</u>	<u>Page</u>
5.1	EMPLOYMENT PRACTICE	5-1
5.2	EMPLOYMENT CONDITIONS	5-22
5.3	LEAVES OF ABSENCE	5-24
5.4	BENEFITS AND DUTIES	5-29

1 **5.0 INSTRUCTIONAL PERSONNEL**

2
3 **5.1 EMPLOYMENT PRACTICE**

4
5 **5.1.1 Recruitment, Selection and Appointment**

6
7 **A. Personnel Philosophy**

8
9 In order to secure quality educational leadership for the children of Osceola
10 County, the School Board expects all schools to strive to acquire teaching
11 faculties who exemplify the following attributes:

- 12
13 (1) A high degree of teaching competency.
14
15 (2) Good physical health.
16
17 (3) Good mental health.
18
19 (4) Healthy social attitudes.
20
21 (5) A high degree of dedication to doing utmost for children.
22
23 (6) Staunch adherence, active as well as passive, to the conviction that
24 each child is valuable and should be treated in such a manner as to
25 develop to the fullest degree possible his potential and talents.
26
27 (7) A desire to cooperate and work with other personnel for the
28 betterment of operational procedures, such as pupil discipline,
29 building control, etc.
30
31 (8) A profound and vital respect for the teaching profession and the
32 nation, state, and community it serves.

33
34 **B. Qualifications of Instructional Personnel**

- 35
36 (1) To be eligible for appointment in any position in the School District
37 of Osceola County, a person shall be of good moral character and,
38 when required by law, shall hold a certificate or license issued under
39 regulations of the State Board of Education, except as provided in
40 Section 231.02, Florida Statutes. *Amended 6/17/97*
41
42 (2) No person may be employed who has not reached the age of
43 eighteen (18) years, except as provided in Section 231.03, Florida
44 Statutes.
45
46 (3) All teachers shall be certified in the area in which their major
47 assignment is made unless the Superintendent shall have approved
48 any exceptions and reported such to the Board. Any teacher who is
49 teaching out-of-field must complete six (6) semester hours in
50 accordance with Board rule 5.1.2 E. *Amended 6/30/92*
51
52 (4) All new employees are required to participate in the Florida
53 Retirement System. Instructional employees who are members of
54 the Teachers Retirement System may continue in that system in

1 accordance with Board Rule 5.4.1. All members of the Florida
2 Retirement System shall also contribute to Social Security.

- 3
4 (5) All employees must complete a W-4 form to authorize proper
5 withholding of monies for income tax purposes.
6
7 (6) Florida Statute 876.05, requires all persons who are on the payroll
8 of the School District to take an oath to support the Constitution of
9 the United States and of the State of Florida. The oath, as amended
10 by the United States Supreme Court, is included in the Appendix to
11 these rules.
12
13 (7) All new employees and former employees with a break in service of
14 ninety (90) days or more shall be required to take a drug screening
15 test prior to an offer of employment. *Amended 6/30/92.*
16

17 Prior to being recommended for employment by the Superintendent,
18 each applicant shall be required to submit a urine sample for a
19 screening test. If the screening shows the presence of an illegal
20 drug, the sample shall then be tested by the GCMS method.
21

22 No prospective employee will be hired if the results of the drug
23 screening test indicate the presence of an illegal drug, regardless of
24 the frequency or occasion. However, the prospective employee may
25 request a waiver if he/she can show a valid prescription for the drug,
26 issued by a licensed medical practitioner or if he/she can provide the
27 drug was purchased pursuant to the provisions of Section 893.08,
28 Florida Statutes. The Superintendent or his designee shall verify the
29 validity of the prescription or compliance with the provisions of
30 Section 893.08, and consider the request in light of the extent,
31 duration and frequency of use of the drug; the underlying cause for
32 use of the drug; and any other considerations relevant to the
33 performance requirements of the position for which applied.
34

35 The Superintendent's decision on any request for waiver shall be
36 final.
37

38 The term "illegal drug" as used in this rule shall mean, any drug
39 listed or defined as a "controlled substance" by Chapter 893, Florida
40 Statutes.
41

42 Applicants whose results are positive on the drug screening test may
43 not reapply for employment until one (1) year after the date the
44 sample was given.
45

46 Please note the following related to whom is to be tested and
47 confidentiality of testing:
48

- 49 a. Employees returning from a Board approved leave of
50 absence or sabbatical will not be tested.
51
52 b. Prospective employees will not begin work until the results
53 are returned. (Substitute employees will be available in
54 emergency situations.)

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- c. The successful applicant from all employee groups (Administration, Instructional, and Professional Support Staff) will be tested as well as Adult Education teachers and substitutes. Other personnel who have contact with students as determined by the Personnel Department will be tested.
- d. Substitute employees (substitute teachers and temporary contracted employees) working within the past school year will not be required to take a drug screening test. If these employees have not worked within the past school year, a drug screening test will be required. *Amended 6/30/92*
- e. Substitute employees (substitute teachers and temporary contracted employees) transferring to full-time status will be required to take a drug screening test if they have not been previously tested under Board Rules. *Amended 6/30/92*
- f. Test results are confidential medical records.

All new instructional employees, including substitutes, shall pay the full cost of drug screening. *Amended 7/23/91*

(8) Fingerprinting *Amended 6/17/97*

All prospective employees and former employees with a break in service of ninety (90) or more days upon employment shall file a complete set of fingerprints taken by an authorized law enforcement officer or an employee of the School District who is trained to take fingerprints. These fingerprints shall be submitted to the Department of Law Enforcement and to the Federal Bureau of Investigation for federal processing.

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

All new employees and former employees with a break in service of ninety (90) or more days will pay the full cost for processing of fingerprints with the Florida Department of Law Enforcement and the Federal Bureau of Investigation.

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

Auth: 231.02 & 231.001, F.S.

1
2 (9) All new employees, all employees returning from leave of ninety
3 (90) or more days and all former employees with a break in service
4 of ninety (90) days or more, shall have a tuberculin skin test or, at
5 their own expense, a chest X-ray, at the beginning of the school
6 year or within the ninety (90) day probationary period. Certificates
7 verifying negative TB test results are valid for up to a period of one
8 (1) year. *Amended 6/30/92*

9
10 (10) Applicants shall provide true and accurate information on the
11 application form when applying for a position. If inaccurate
12 information is given and discovered by the School District during
13 the applicant's probationary period, the applicant may not be
14 considered for employment until one (1) year after the date of
15 application.

16
17 Any employee who is discovered to have given inaccurate,
18 incomplete or false information on the application form shall be
19 considered for disciplinary action up to and including termination.
20 *Adopted 6/30/92, Amended 6/17/97*

21
22 (11) Prior to being recommended for employment by the Superintendent
23 and prior to the first day of employment, the prospective
24 instructional employee must have a completed application on file.
25 This consists of an application, three (3) reference forms (on the
26 District's forms), TB test results, an application for Florida
27 certification, and official transcripts of all degrees or evidence of
28 application for such transcripts. Exceptions may be made by the
29 Superintendent in extenuating circumstances only.
30 *Adopted 6/29/93, Correction 6/28/96, Amended 6/17/97*

31
32 C. Employment Procedures - Instructional

33
34 (1) Statutory - Record of Personnel

35
36 The Superintendent shall, for the purpose of improving the quality
37 of instructional, administrative and supervisory services, establish
38 procedures for assessing the performance of duties and
39 responsibilities of all instructional personnel, pursuant to subsection
40 (2) of Section 231.29, Florida Statutes.

41
42 (2) Application Form

43
44 Application forms for instructional positions may be obtained from
45 the Personnel Department. The completed application shall be given
46 to the Superintendent or his designee.

47
48 Completed application forms submitted at the District Office are
49 classified into teaching areas, numbered and posted. The
50 applications are made available to all principals upon request, and
51 any principal interested in an application may have the application or
52 a copy of it.
53

1 Employment applications will be kept on file for a period of one year
2 and may be renewed annually, in writing, by the applicant.
3 *Amended 6/30/92*

4
5 (3) Responsibility of Principal

6 The principal shall initiate requests for employment, re-employment,
7 promotion, or dismissal of employees in his school. He shall aid in
8 securing references and investigating professional qualifications of
9 teachers to be employed. He shall not consider any applicant who
10 cannot qualify for a valid Florida Educator's Certificate. The level
11 of the certificate may, in part, determine the base salary.
12

13 Three (3) or more official references from the most recent places of
14 employment are required when considering an application of a new
15 employee. The principal shall be governed by the District's
16 personnel philosophy contained in this Chapter of Board Rules.
17 *Amended 6/27/95*

18
19 (4) Personnel Interviews and Application Reviews

20 All candidates selected by the principal as those who will be
21 recommended for appointment must be reviewed by Personnel and
22 Administrative Services. When reviewing applications for
23 employment, the District shall evaluate all applications with the
24 primary objective of selecting persons best suited to meet the
25 educational needs of the children.
26
27

28 (5) Disposition of Applications

29 An applicant who has been appointed by the Board shall be notified
30 of the appointment, and shall be given a period not to exceed fifteen
31 (15) days to accept or reject the appointment. A record of
32 appointments shall be spread upon the Board minutes prior to or at
33 the time of written notice is given to the applicant. If the
34 appointment is a position of temporary or substitute employment,
35 the record of appointment and written notice shall so state.
36

37 (6) Acceptance of Appointment

38 Any person employed on the basis of a WRITTEN offer of a
39 SPECIFIC POSITION by a duly authorized agent of the Board for a
40 stated term of service at the rate specified in the adopted salary
41 schedule and who accepted such offer by telegram or letter or by
42 signing the regular contract form, shall be considered as having a
43 legal contract binding to both parties and shall be subject to the
44 provisions of Section 231.36, subsection (2), Florida Statutes, with
45 regard to its violation.
46

47 (7) Required Medical Exams *Adopted 6/29/93*

48 In the event any employee is unable to perform the essential
49 functions of the job notwithstanding attempts to provide reasonable
50 accommodations, then the School District shall have the right to
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1 require a physical, medical and/or psychological examination at any
2 time conditions indicate the need. Any examination required by the
3 School District shall be at the School District's expense. An
4 employee who refuses a physical, medical and/or psychological
5 examination when the School District directs the examination may be
6 subject to job action; including but not limited to suspension or
7 dismissal for insubordination.
8

9 **D. Teacher Recruitment**

10 Effective recruiting of quality instructional employees may include
11 provisions for paying appropriate expenses relating to such recruitment.
12 Such expenses may include moving expenses for teachers in areas
13 determined as critical need, as determined by action of the School Board.
14

15
16 Auth: 230.22, F.S.

17 Imple: 230.23(5), 231.02, 231.03, 231.031, 231.14, 231.17, 121.051, 876.05,
18 231.29(2), and 231.36(2), F.S.
19

20 **5.1.2 Certification of Instructional Personnel**

21
22 **A. General Information**

23
24 It shall be the responsibility of each teacher to secure and renew his teaching
25 certificate.
26

27 Application forms may be obtained from the Certification Office. All
28 certificate applications may be processed through the District contact for
29 certification in the District Office in order to receive priority attention from
30 the Certification Division of the State Department of Education.
31

32 All new and full-time substitute instructional employees will pay the full
33 cost of processing fingerprints with the Florida Department of Law
34 Enforcement and the FBI.
35

36 When there is a change in name, the name shall be changed on the certificate
37 and the new certificate recorded in the Superintendent's office before any
38 records may be changed.
39

40 This shall be done by sending the appropriate form and fee to the
41 Certification Section, Department of Education, Tallahassee, Florida. In the
42 event the certificate was issued by the School District, the appropriate form
43 and fee shall be sent to the School District of Osceola County, Florida.
44 *Amended 7/23/91*
45

46 Each member of the instructional staff shall file a copy of his or her
47 certificate with the Superintendent immediately upon receipt thereof.
48

49 **B. Professional Orientation Program**

50
51 A beginning teacher must satisfactorily complete the Osceola Professional
52 Orientation Program as described in the Osceola Master Inservice Plan.
53 *Amended 6/17/97*
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55 Auth: 231.001, F.S.

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C. Extension of Certificates

The extension of teaching certificates shall be made in accordance with the provisions of Section 231.24, Florida Statutes, and State Board Regulation 6A-4.05, and shall be a responsibility shared between the individual and the State Department of Education. Inservice training may be used to extend a certificate, as outlined in the Master Inservice Plan.

D. Non-certificated Instructional Personnel

In each community there are persons who possess expert skill in, or knowledge of, a particular subject or talent, but who do not hold a Florida teaching certificate. These persons constitute an invaluable community resource for the education of the pupils in that district. It is hoped that the principals and teachers of the District will utilize the services of such expert persons in the community in an appropriate instructional capacity. Such persons may serve as non-paid volunteers or as paid members of the instructional staff to render instructional service to their individual fields of specialty, but shall not be required to hold a Educator's Certificate. Qualifications for such non-certificated instructional personnel shall include, but shall not be limited to, the following:

- (1) Health and Age - Health and age requirements shall be the same as those required for certificated instructional personnel.
- (2) Employment Procedures - Employment procedures shall be the same as those followed for certificated instructional personnel, except that non-certificated instructional personnel shall not be entitled to a contract as prescribed by State Board Regulation 6A-1.64(1).
- (3) Personnel Records - The District Personnel records shall contain information considered necessary by the District to establish the specialty of the individual, and a statement of the instructional duties assigned to and performed by each person.
- (4) Salary - Persons possessing skills in a certain job or teaching area which are considered equivalent to Bachelor's, Master's, Specialist or higher shall be paid in accordance with the Board-approved Adult Education salary schedule. Persons whose qualifications do not warrant the above mentioned pay shall be paid at the non-certified rate as provided in the Board-approved salary schedule.
- (5) Assignment, suspension, and dismissal procedures for non-certificated instructional employees shall be the same as those for certificated employees. Such procedures shall be provided in writing to each employee at the time of employment.
- (6) Assessment of performance - Procedures for assessing the performance of duties and responsibilities of all noncertificated instructional employees shall be developed by the Superintendent to ensure that each person adequately performs the duties assigned.

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- (7) Pupil Welfare - Each non-certificated instructional employee who at any time is expected to assume responsibility for the health, safety, and welfare of pupils, shall possess, in advance of assuming the responsibility, a clear understanding of State and District rules, policies, and regulations relevant to instructional responsibilities. When assigned duties require knowledge of rules, regulations, or policies of a special nature, the employee occupying a supervisory position is responsible to ascertain that the teacher possesses, in advance of assuming the duties, the necessary knowledge to perform such duties in a proper and reasonable manner.
- (8) Instructional Practices and Policies - Each non-certificated teacher who at any time is expected to assume responsibility for promoting pupil learning shall possess, in advance of assuming this responsibility, a clear understanding of all State and District instructional practices and policies relevant to instructional responsibilities.
- (9) Non-certificated teachers shall not be employed to teach for more than 160 clock hours during any fiscal school year.
- (10) A non-certificated person employed pursuant to this section shall be accorded the same protection of the laws as that accorded the certificated teacher.

Auth: 230.22, F.S.
Imple: 231.14, F.S., and SBR 6A-1.501, 6A-1.64, 6A-4.05 and 6A-1.502.

E. Out-of-Field Rule Revised 6/29/93

The hiring and/or assignment of out-of-field teachers may occur if a qualified, certified teacher is unavailable.

(1) Out-of-field Assignment Other Than ESOL (English to Speakers of Other Languages)

A teacher out of field in a subject other than ESOL shall complete at least six (6) semester hours of college credit or the equivalent toward the appropriate certification within one (1) calendar year from date of initial appointment to the out-of-field assignment and each calendar year thereafter until all course requirements are completed for the appropriate certification.

(2) Out-of-field Assignment in Only ESOL

A teacher out-of-field in only ESOL shall complete at least three (3) semester hours of college credit or the equivalent toward the ESOL requirements within the first two calendar years from date of initial assignment and three (3) semester hours or the equivalent during each calendar year thereafter until all course requirements for certification in ESOL are completed.

1 (3) Out-of-field Assignment in ESOL and Another Subject

2
3 A teacher out-of-field in ESOL and another subject shall complete at
4 least six (6) semester hours of college credit or the equivalent toward
5 the appropriate certification within one (1) calendar year from the
6 date of initial appointment to the out-of-field assignment and each
7 calendar year thereafter until all course requirements are completed
8 for the appropriate certification. The training shall be completed in
9 the following manner: During the first two (2) years, at least three
10 (3) of the required hours or the equivalent shall be completed in
11 ESOL strategies. Beginning with the third year and each year
12 thereafter, at least three (3) semester hours or the equivalent shall be
13 completed in ESOL strategies and at least three (3) semester hours in
14 the other out-of-field subject requirements until all course
15 requirements are completed for the appropriate coverage and the
16 ESOL endorsement. All out-of-field teachers shall sign an
17 agreement to work toward the appropriate certification. The
18 Principal shall be responsible for obtaining signatures on the
19 agreement and a copy shall be placed in the personnel file.

20
21 Auth: 230.22, F.S.
22 Imple: 231.095, F.S., SBR 6A-1.0503

23 F. Non-degreed Full-time and Part-time Vocational Instructional Personnel

24
25 The School Board defines non-degreed vocational instructional personnel as
26 those staff members whose qualifications are established on the basis of
27 occupational expertise in areas of Agriculture, Business, Health
28 Occupations; Home Economics, Industrial, Marketing and Public Service
29 Education; and who are assigned to teach only vocational courses when the
30 Course Code Directory specifies non-degreed vocational instructors as
31 appropriate.
32

33
34 The School Board authorized the employment of non-certificated teachers to
35 teach full-time in non-degreed vocational programs to comply with Section
36 231.1725(1)(c), Florida Statutes.
37

38
39 (1) Basic Qualifications

40
41 The Superintendent shall ensure that each candidate for employment
42 in a non-degreed full-time/part-time vocational instructional position
43 meets minimum requirements for employment and shall maintain
44 records of such information in the candidate's official personnel file.
45

46 (2) Occupational Expertise

47
48 Each candidate shall hold at least a high school diploma or the
49 equivalent based on general education development tests or other
50 achievement tests approved by the State Board which establishes the
51 equivalency for a high school diploma, and establishes the minimum
52 competency in the area of assignment based on one of the following
53 plans:

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- a. Plan One: At least six (6) years of full-time occupational experience or the equivalent in part-time experience in the occupational field of the teaching assignment; or

- b. Plan Two: A minimum of two (2) years of full-time occupational experience or the equivalent in part-time experience in the occupational field of the teaching assignment in combination with one of the options listed below:
 - 1. A bachelor's or higher degree - the degree must have been completed at an accredited institution as specified in Rule 6A-4.003, FAC with an undergraduate or graduate degree major related to the instructional assignment, or

 - 2. Thirty-six (36) semester hours of college credit - the college credit must have been earned at an accredited institution as specified in Rule 6A-4.003, FAC in skills or theory courses related to the instructional assignment; or

 - 3. Successful completion of a program of training - the training program must be specific to the area of assignment and completed at a postsecondary vocational or technical institution approved by the State Board for vocational educational in the state where the institution is located; or

 - 4. A valid certificate, registration, or license which was issued by the recognized state or national credentialing agency in an area specific to the area of assignment - the list of appropriate credentials and the recognized credentialing agencies which is compiled and published July 1 of each school fiscal year by the State Director of the Division of Vocational, Adult and Community Education shall be used to determine the appropriate credentials; or

 - 5. A certificate of completion of an apprenticeship as established by the United States Department of Labor, the Florida Department of Labor, or any state apprenticeship department which is specific to the area of assignment; or

 - 6. Thirty (30) semester hours of college credit. The college credit must have been earned by occupational competency test (NOCTI tests) in the area of assignment at an institution which is approved by the state board for vocational education in the state where the institution is located; or

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7. A written verification of the candidate's occupational competency - the verification of occupational competency shall be signed by the district director of vocational education and the chairperson of the occupational advisory committee specific to the area of assignment. The verification shall include a listing of all current members of the advisory committee and verification that the candidate was endorsed by a majority of the membership.

(3) Other requirements shall be:

- a. Occupational experience shall be gained as a wage earner after age sixteen (16);
- b. The occupational experience shall be verified by former employers; or for self-employment, experience in a family-owned business, or experience at a firm no longer in business, the experience shall be verified by an individual knowledgeable of the applicant's service. Employment verification shall not be accepted from the applicant or family members. The verification shall be provided on a notarized affidavit or company letterhead and shall specify the dates of employment, job title(s) and full-time or part-time employment. When employment was part-time, the number of hours worked per week shall be included. Company letterhead may be considered for verification for salary purposes; *Amended 6/30/92*
- c. When occupational credentialing is required for program approval or for students to obtain an appropriate level of employment, the applicant shall be required to present the appropriate license described in 2(b)(4) above;
- d. Recency of experience or training shall be required in the occupational field of the teaching assignment as follows:
 - 1. At least six (6) weeks of occupational experience gained within the five (5) year period immediately preceding the date of application for employment; or
 - 2. At least three (3) semester hours of college credit earned within the five (5) year period immediately preceding the date of application for employment. The college credit shall be earned at an accredited institution as specified in Rule 6A-4.003, FAC, and shall be completed in skills or theory courses related to the area of assignment; or
 - 3. Completion of a vocational training program as described in (2)b.3. above, or completion of an apprenticeship program as described in (2)b.5 above within the five (5) year period immediately preceding the date of application for employment; or

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4. One (1) year of successful teaching experience in the program area of assignment during the five (5) year period immediately preceding the date of application for employment.

33 (4) Initial Temporary and Part-time Certification

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- a. The Osceola District Schools' Certificates shall be issued in accordance with Chapter 231, Florida Statutes and the School Board Rules of Osceola County pertaining to employment of instructional personnel. The cost of each certificate and certificate renewal shall be determined by the School Board. *Adopted 6/29/93*
 - b. An applicant for a full-time non-degreed vocational certificate may be granted a three-year temporary certificate when the appropriate fee, application, and supporting documentation have been received. *Amended 6/30/92*
 - c. An applicant for a part-time non-degreed vocational certificate may be granted an initial five-year certificate when the appropriate fee, application, and supporting documentation have been received. *Amended 6/30/92*

An instructor holding a valid part-time non-degreed vocational certificate from another Florida school district may be issued an Osceola District Schools' certificate by completing the appropriate application. Documentation of experience and the fee will be waived for those individuals employed in our district. *Adopted 6/30/92*

(5) Initial Professional Certification

- a. An instructor holding a valid full-time non-degreed vocational certificate may be issued a five-year professional certificate when the following criteria are met:
 1. Three (3) years of successful teaching (under an Osceola District Schools' issued full-time vocational certificate) in the area for which occupational expertise was established, and completion of twelve (12) semester hours of college credit in education as specified below: *Amended 6/30/92*
 - (a) Three (3) semester hours in principles and philosophy of vocational education;
 - (b) Three (3) semester hours in general methods of teaching vocational education which includes testing and evaluation;
 - (c) Three (3) semester hours in methods of teaching agriculture, business, health

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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.
- 5. Submittal of appropriate fee and application. *Adopted 6/30/92*

b. An individual who has met the requirements for an Osceola District Schools' five-year professional certificate and who also holds a valid Florida Educator's Certificate shall receive an initial Osceola District Schools' certificate with the same validity period as the Florida Educator's Certificate when the individual submits an application for an Osceola District Schools' certificate and an appropriate fee. *Adopted 6/30/92*

c. An individual who has not met the requirements for a five-year professional certificate and whose three-year temporary certificate has expired shall receive a one-year temporary certificate when the requirements specified below have been met: *Adopted 6/30/92*

1 1. Documentation of extenuating circumstances beyond
2 the individual's control that is approved by the
3 Superintendent; and *Adopted 6/30/92*

4
5 2. Submittal of an application for a district issued
6 certificate and appropriate fee. *Adopted 6/30/92*

7
8 (6) Renewal of Full-Time Vocational Certificates *Adopted 6/30/92*

9
10 An individual who holds a five-year professional Osceola District
11 Schools' certificate must complete the following for renewal:

12
13 a. Completion of a minimum of six (6) semester hours of
14 college credit which shall include three semester hours
15 specific to each area of coverage during each five-year
16 validity period; or

17
18 b. A combination of semester hours of college credit and
19 inservice points. Each twenty (20) inservice points
20 approved in the District Master Inservice Plan shall be
21 considered equivalent to one (1) semester hour of college
22 credit. The combination should be equivalent to six (6)
23 semester hours of college credit; or

24
25 c. A total of 120 inservice points; and

26
27 d. Submittal of an application for an Osceola District Schools'
28 certificate, appropriate fee and supporting documents to
29 renew their five-year professional certificate.

30
31 (7) Renewal of Part-Time Vocational Certificates *Adopted 6/30/92*

32
33 An instructor holding a valid part-time non-degreed vocational
34 certificate may be issued another five-year certificate upon
35 submission of the application and fee within the last year of the
36 validity period.

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38
39 (8) Certificate Revocation *Adopted 6/29/93*

40
41 The Superintendent may revoke any Osceola District Schools'
42 teaching certificate arising from misconduct, including but not
43 limited to immorality, intoxication while on duty, gross
44 insubordination, willful neglect of duty, assaults upon other
45 persons, incompetence, unjustified interruption of the orderly
46 conduct of a school or any school activity, conviction of any crime
47 involving moral turpitude or other serious misconduct.

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49 (9) Professional Status

50
51 a. All full-time non-degreed vocational instructors will have the
52 same expectations, rights and privileges afforded the regular,
53 full-time degreed staff.
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- 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 shall be employed as teachers in compliance with Section 2.32.1725(1)(b), Florida Statutes, and shall be governed by the criteria specified below: *Amended 6/30/92*

- a. The Superintendent shall ensure that each candidate for employment in a part-time teaching position in an adult education program meets minimum requirements for employment and shall maintain records of such information in the candidate's personnel file.
- b. Educational Training: The candidate shall hold a bachelor's or higher degree with an undergraduate or graduate degree major in the area of assignment or hold a bachelor's or higher degree in another area and thirty (30) semester hours in courses related to the area of assignment. The degree or college credit must have been completed at an accredited institution as specified in Rule 6A-4.003, FAC.
- c. When the basic qualifications are verified and the appropriate fee and application is received, Osceola District Schools will issue a part-time adult education certificate valid for five years. The certificate will be renewable upon submission of the application and appropriate fee within the last year of the validity period. *Adopted 6/30/92*

5.1.3 Assignment and Transfers

The School Board shall act on recommendations of the Superintendent regarding transfer and promotion of any employee. Assignments shall be based on the qualifications of personnel and the requirements of positions, and shall be made in accordance with Section 230.23, subsection (5) (e) and Section 230.33, subsection (7)(d), Florida Statutes.

Auth: 230.22, F.S. Imple: 230.23(5)(e) and 230.33(7)(d), F.S.

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2 5.1.4 Contracts
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4 A. Annual Contracts
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6 The School Board shall issue contracts to all instructional personnel in
7 accordance with Section 230.23, subsection (5)(b), Florida Statutes.
8 Florida law provides that the Board cannot pay salary to a regular
9 instructional employee unless it has a contract with him. Further, the Board
10 cannot enter into a contract with the prospective employee until he has a
11 valid Florida certificate to teach. However, if an application for a certificate
12 has been filed through the District contact for certification, with the
13 necessary attachments, a contract may be issued on the basis of a State
14 Department of Education number assignment on the DOE Official Receipt
15 and Acknowledgment form on the status report sent to the District contact
16 person each month. If, after the second pay period since employment
17 began, a valid certificate is not presented to the District Office, further
18 checks may be withheld.
19

20 B. Continuing Contracts
21

22 (1) A continuing contract is a contract for teaching service (as defined
23 below), issued under the provisions of Section 231.36, Florida
24 Statutes, entitling the holder to continuing employment without
25 annual appointment.
26

27 (2) An employee who had continuing contract status prior to July 1,
28 1984, shall be entitled to retain such contract and all rights arising
29 therefrom in accordance with existing laws, rules of the State Board
30 of Education, or any repealed laws unless the employee voluntarily
31 relinquishes his continuing contract. *Amended 7/23/91*
32

33 C. Professional Service Contract
34

35 (1) The School Board of each district shall provide a professional
36 service contract as prescribed herein. Each member of the
37 instructional staff, excluding supervisors and principals, in each
38 district school system who is employed with an effective date of
39 initial employment subsequent to July 1, 1982, who:
40

41 a. Holds a regular certificate as prescribed by F.S. ss. 231.17
42 and rules of the State Board of Education;
43

44 b. Has completed three (3) years of probationary service in the
45 district, one (1) year of which shall be the beginning teacher
46 program where required, during a period not in excess of
47 five (5) successive years, such service being continuous
48 except for leave duty authorized and granted; and
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50 c. Has been recommended by the Superintendent for such
51 professional service contract and reappointed by the School
52 Board based on successful performance of duties and
53 demonstration of professional competence shall be issued a

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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.
 - 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

1 new professional services contract; however, if the
2 recommendation of the Superintendent is not to issue a new
3 professional service contract, and if the employee wishes to
4 contest such a recommendation, the employee will have
5 fifteen (15) days from the receipt of the Superintendent's
6 recommendation to demand, in writing, a hearing. In such a
7 hearing, the employee may raise as an issue, among other
8 things, the sufficiency of the Superintendent's charges of
9 unsatisfactory performance within 45 days of receipt of the
10 written appeal. The hearing shall be conducted in
11 accordance with the provisions of Section 2.120.57(1)(a)1
12 Florida Statutes. A majority vote of the School Board shall
13 be required to sustain the Superintendent's recommendation.
14 The determination of the School Board shall be final as to the
15 sufficiency or insufficiency of the grounds for termination of
16 employment; or

- 17
18 e. A hearing conducted by a hearing officer assigned by the
19 State Division of Administrative Hearings of the Department
20 of Administration. The hearing shall be conducted within 45
21 days of receipt of the written appeal in accordance with
22 Chapter 120, Florida Statutes. The recommendation of the
23 hearing officer shall be made to the School Board. A
24 majority vote of the School Board shall be required to
25 sustain or change the hearing officer's recommendation.
26 The determination of the School Board shall be final as to the
27 sufficiency or insufficiency of the grounds for termination of
28 employment.
29

30 D. Choosing Between Personnel on Continuing Contract or Professional
31 Service Contracts

32
33 Should the Board have to choose from among its personnel who are on
34 continuing contracts or professional service contracts as to which should be
35 retained, such decisions shall be made pursuant to the terms of a collectively
36 bargained agreement.
37

38 E. Return to Annual Contract Status

39
40 Any member of the instructional staff who is under continuing contract or
41 professional service contract may be dismissed or returned to annual
42 contract status only after a due process hearing as prescribed in Board Rule
43 10.1.
44

45 Auth: 230.22, F.S.

46 Imple: 230.23(5)(b), 231.36(3) - (5);120.53(1) 12s.57 - 129.59, and
47 230.22(2), F.S.
48

49 5.1.5 Suspension and Dismissal

- 50
51 A. Suspension and dismissal of instructional personnel shall be conducted in
52 accordance with the procedures contained in Board Rule 10.3 except that the
53 Superintendent may suspend members of the instructional staff in an

1 emergency in accordance with the provisions of Section 230.33, subsection
2 (7)(e), Florida Statutes.

- 3
4 B. Unethical use or administration of test materials may constitute a violation of
5 Florida Statutes 228.301, Test Security, and may result in fines,
6 imprisonment, and/or dismissal of involved employees.

7
8 Auth: 230.22, F.S.

9 Imple: 230.33(7)(e), 120.53(1), 120.57 - 120.59, 231.085(2) and 231.36(6),
10 F.S.

11
12 **5.1.6 Resignations and Terminations**

13
14 A. **Resignation**

- 15
16 (1) All instructional personnel requesting to be released from their
17 contract shall submit to the Superintendent the proper resignation
18 form. Resignation of teachers shall require at least two (2) weeks
19 written notice prior to termination unless authorized by the
20 Superintendent. Unused vacation days and personal leave charged
21 to sick may be used toward all or part of this requirement.
22
23 (2) All leave forms, termination forms, insurance card, prescription card
24 and other required paper work must be on file in the District
25 Personnel Office before the final pay check can be released. Failure
26 to give proper notice may delay the release of the final check one pay
27 period. Compensation for services rendered shall be made
28 following the established payroll date schedule.
29
30 (3) An exit interview shall take place prior to or at the time of receiving
31 the last check. Termination of all benefits shall be effective as of the
32 last official day of employment.

33
34 B. **Release from Contract**

35 Any teacher who shall violate the terms of his contract by leaving his
36 position without first being released from his contract by the Board shall be
37 reported to the Educational Practices Commission. The Board shall take
38 official action on such violation and furnish a copy of the proceedings to the
39 certification section of the State Department of Education in accordance with
40 Section 231.36, subsection (2), Florida Statutes.
41

42
43 **5.1.7 Personnel Files**

44
45 A. **Social Security Card**

46 An original Social Security Card must be presented at the time of
47 employment and a copy will be maintained in the employee's personnel file.
48

- 49
50 B. A complete statement of the academic preparation, professional training, and
51 teaching experience of each person to whom a certificate is issued, shall be
52 furnished by the applicant to the Superintendent, on forms furnished by the
53 Department of Education.
54

1 C. Performance Assessment

2
3 For the purpose of improving the quality of instructional, administrative,
4 and supervisory services in the public schools of the District, the
5 Superintendent shall establish procedures for assessing the performance of
6 duties and responsibilities of all instructional personnel employed in the
7 District and for the proper record keeping of the same.

8
9 An annual evaluation of each teacher shall also be prepared as prescribed by
10 the Superintendent, and made available for inspection by the School Board,
11 the Superintendent, the principal, the teacher and such other persons as the
12 teacher or the Superintendent may authorize in writing in accordance with
13 Section 231.29, subsections (2) and (3), Florida Statutes.

14
15 Auth: 230.22, F.S. Imple: 231.29(2) and (3), F.S.

16
17 5.1.8 Substitute Teacher

18
19 A. Substitute Teacher Certification

20
21 The purpose of substitute teacher certification is to provide evidence that
22 substitute teachers in Osceola County are adequately qualified in order to
23 protect the educational interests of students, parents and the public at large.
24 Substitute teachers who obtain certification in Osceola County shall possess
25 relevant and adequate skills to demonstrate an acceptable level of
26 professional performance. A four (4) year college degree is preferred, but
27 not required at this time.

28
29 The Osceola County Substitute Certificate shall be issued in accordance with
30 Chapter 231, Florida Statutes and the School Board Rules of Osceola
31 County pertaining to employment of instructional personnel. The cost of
32 each certificate and certificate renewal shall be determined by the School
33 Board. *Amended 7/23/91*

34
35 It shall be the responsibility of each applicant to qualify for a valid
36 certificate.

37
38 The Osceola County Substitute Certificate shall be valid for five (5) fiscal
39 school years and may be issued to an applicant who completes all
40 application requirements outlined in School Board Rules.

41
42 Application requirements are as follows:

- 43
44 (1) Complete application on file.
45
46 (2) File a complete set of fingerprints.
47
48 (3) Be at least 18 years of age.
49
50 (4) Have a valid high school diploma or GED certificate.
51
52 (5) Complete all forms for employment.
53
54 (6) File two (2) completed references.

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- (7) File the results of TB testing.
- (8) Present an original Social Security card.
- (9) Complete drug screening.
- (10) Complete interview with Personnel.

B. Compensation

- (1) Compensation for substitute teachers and Adult Education Instructors shall be computed using the School Board approved salary schedule. *Amended 6/30/92*
- (2) For salary rating purposes, substitute teachers and Adult Education instructors must have a minimum of a high school diploma or equivalent, or official transcript. The official transcript must be sent directly from the college or university to the Personnel Department. If an official transcript cannot be sent directly from the college or university, the Superintendent may consider an alternate method of verification. *Adopted 6/30/92*
- (3) All degrees must be from accredited colleges and universities as recognized by the Florida Department of Education. *Adopted 6/30/92*
- (4) Compensation for short-term contracts shall be paid to State-certified teachers with a bachelor's degree or higher. The daily rate would be the same as that paid to full-time employees with the same qualifications and status.

C. The Superintendent shall compile a list of qualified substitutes who may be called upon for substitute teaching. Each substitute shall be approved by the School Board prior to substitute teaching.

D. Short-term Contracts

A substitute teacher with State certification may be considered for a short-term contract when the instructional employee being replaced is on personal leave or when a vacancy exists that cannot be filled by a qualified certificated person.

E. Reciprocal Agreement

Osceola District Schools will accept substitute certification from other Florida counties that have entered into a reciprocal agreement acknowledging a basic set of criteria.

F. Osceola County Substitute Certificates shall be renewed every five (5) years following an interview and a notarized statement on non-criminal activity.

Auth: 230.22, F.S. Imple: 231.47, F.S. and SBR 6A-1.54.

1 5.2 EMPLOYMENT CONDITIONS
2
3

4 5.2.1 Time Schedule - School Day, Week and Year
5

6 A. Work Year
7

8 Instructional personnel are required to work each school year not less than
9 196 days of service excluding Sundays and holidays, which shall include at
10 least 180 actual teaching days, or the equivalent on an hourly basis, as
11 specified by Section 236.02, subsection (3), Florida Statutes, and State
12 Board Rule 6A-1.451(3).
13

14 B. Supervision of Students
15

16 All members of the faculty are responsible for the supervision of the
17 students during school hours regardless of specific scheduled assignment.
18

19 Teachers desiring to leave the campus between the time school starts and the
20 end of the school day for students shall obtain permission from the
21 principal.
22

23 C. Released Time
24

25 Each principal shall have the authority to release members of his staff for
26 less than one-half (1/2) day for temporary absence without requesting
27 approval of the Superintendent or Board, provided, however, that these
28 temporary absences are kept to a minimum and that the principal assumes
29 responsibility for such absences. In cases where other staff members are
30 able to conduct the class of the excused teacher and a substitute is not
31 required, it shall not be necessary to charge the excused teacher with
32 personal or sick leave; however, if personal leave is charged, the
33 Superintendent shall be consulted. Each principal shall keep a record of
34 such temporary absences, the time involved, and the reason for each
35 absence.
36

37 D. School Hours
38

39 All schools shall maintain regularly scheduled school hours. In no case
40 shall school be dismissed for a sports event or any other activity at an hour
41 other than the scheduled time for dismissal without prior approval of the
42 Superintendent. Exceptions may be made by the principal in case of
43 emergencies where the safety and welfare of the students are in jeopardy.
44

45 The principal of each school shall design a working schedule which will
46 best serve the needs of the community and which shall be approved by the
47 Superintendent and coordinated with the operation of the transportation
48 system.
49

50 Auth: 230.22, F.S.

51 Imple: 236.02(3), 230.33(7)(f), and 231.085(5), F.S.
52
53
54

1 5.2.2 Vacations and Holidays

2
3 Twelve (12) month instructional personnel shall be given vacation days and
4 holidays as may be recommended by the Superintendent and approved by the
5 Board.

6
7 Auth: 230.22, F.S.
8 Imple: 231.39 and 236.02(3), F.S.; and SBR 6A-1.82

9
10 5.2.3 Temporary Duty Assignment of Employees

11 When mutually agreed upon, employees may be assigned to be temporarily absent
12 from their regular duties and places of employment for the purpose of performing
13 other educational services, including participation in school surveys, professional
14 meetings, study courses, workshops, etc. Such assignment to temporary duty shall
15 ordinarily be initiated by the District administration, but an employee may request
16 assignment to temporary duty, subject to approval by the Superintendent.
17 Employees shall receive their regular pay and may be allowed expenses as provided
18 in Board Rule 2.4.8. Such temporary duty shall be considered equal to the regular
19 duties of the individual, and employees performing such assigned temporary duties
20 shall not be considered to be on leave. Employees may not be assigned for
21 temporary duty for the purpose of earning college credits, improving rank or
22 renewing certificates, except when participating in a staff development program
23 approved by the Board.

24
25
26 Auth: 230.22, F.S.
27 Imple: 231.42, F.S. and SBR 6A-1.84.

28
29 5.2.4 Wearing Apparel

30 Teachers' dress shall be dignified, non-disruptive and in good taste. The Principal
31 may direct any teacher whose wearing apparel, in the Principal's opinion, violates
32 this policy, to change into suitable clothing. If the teacher refuses to do so, the
33 Superintendent may suspend the teacher until the teacher complies with the
34 Superintendent's request. Such suspensions shall be pursuant to Section 231.36,
35 subsection (6), Florida Statutes.

36
37
38 Auth: 230.22, F.S.
39 Imple: 231.09(2), 231.36(6), 120.53(1), 120.57-120.59, 230.33(7)(e), and
40 231.085(2), F.S.

41
42 5.2.5 Workers' Compensation

43 All employees of the Board are entitled to benefits of Workers' Compensation when
44 qualified as prescribed under Florida Law. The employee shall receive his regular
45 salary less workers' compensation payments while on illness-in-line-of-duty leave.
46

47
48 5.2.6 Pallbearer

49 The head of a district department or a principal has the authority to allow any
50 member of the instructional staff to act as pallbearer.

51
52 Auth: 230.22, F.S. Imple: 231.085, F.S.
53
54

1 5.2.7 Tutoring
2

3 No member of the instructional staff shall receive compensation for tutoring a pupil
4 enrolled in his or her class. Teachers who receive compensation for tutoring shall
5 not use public school facilities for such purpose.
6

7 Auth: 230.22, F.S.
8 Imple: 232.02, F.S., and SBR 6A-1.951.
9

10 5.2.8 Residence
11

12 Teachers employed by the Board are encouraged but not required to live in Osceola
13 County. Living out of the county does not exempt the teacher in any way from his
14 prescribed duties.
15

16 5.2.9 Inter-school and Intra-school Visitation
17

18 A member of a school's instructional staff may be recommended by the principal
19 and Director of Staff Development for a maximum of two (2) days of visitation per
20 year for the purpose of improving instruction. The teacher shall make necessary
21 arrangements with the school to be visited. Under no circumstances shall a teacher
22 visit another school unless the visit has been prearranged and provided, further, that
23 the teacher, upon arrival to the host school, reports first to the office of the
24 principal. Application should be made according to provisions of the Master In-
25 service Plan, a copy of which shall be available in each school library.
26

27 Auth: 230.22, F.S. Imple: 231.601(4)(c), F.S.
28

29 5.3 LEAVES OF ABSENCE
30

31 During the school year, when it is necessary to be absent from duty, any member of
32 the instructional staff may secure leave of absence as prescribed by law, pursuant to
33 rules of the Board. Any such leave shall be classified as one of the following:
34

- 35 A. Illness-in-line-of-duty leave
- 36
- 37 B. Maternity leave
- 38
- 39 C. Military leave
- 40
- 41 D. Personal leave
- 42
- 43 E. Professional leave
- 44
- 45 F. Staff Development leave
- 46
- 47 G. Sick leave
- 48
- 49 H. Sabbatical leave
- 50
- 51 I. Adoptive leave
- 52
- 53 J. Jury Duty Leave
- 54

1 K. Witness Leave

2
3 Auth: 230.22, F.S.
4 Imple: 231.39 - 231.43, F.S., SBR 6A-1.76 and 6A-1.77

5
6 5.3.1 Authority for Leave

7 The Superintendent may grant leaves as authorized by Board Rules. When leave is
8 granted, it shall be with or without pay as provided by law and Board rule, and
9 shall be allowed only when the operation of schools is protected against
10 undue interruption because of the absence of employees. *Amended 7/23/91*

11
12 Auth: 230.22, F.S.
13 Imple: 231.39 - 231.43, F.S., SBR 6A-1.76

14
15
16 5.3.2 Advance Granting of Leave

17 Leaves shall be officially granted in advance and shall not be granted retroactively,
18 provided that leaves for sickness or other emergencies may be deemed to be granted
19 in advance if prompt reporting is made to the proper authority.

20
21 Auth: 230.22, F.S.
22 Imple: 231.39 - 231.43, F.S., SBR 6A-1.76.

23
24
25 5.3.3 Purpose Specified

26 Leave granted on the request of an employee shall be for a particular purpose or
27 cause which shall be set forth in a written application. The Board reserves the
28 right to determine that the leave is issued for the purpose or cause set forth in the
29 application. If not so used as specified, the leave approval is subject to cancellation
30 by the Board.

31
32 Auth: 230.22, F.S. Imple: SBR 6A-1.79 and 231.39, F.S.

33
34
35 5.3.4 Records of Absence

36 The principal of each school shall see that records of leave are kept and submitted to
37 the Superintendent at least once a month on forms prescribed for that purpose in
38 accordance with Section 231.45, Florida Statutes. The Superintendent shall keep
39 complete records of all instructional personnel with regard to absences, and shall
40 consult with the Board concerning the disposition of any claims for payment of
41 benefits as provided herein.

42
43 Auth: 230.22, F.S. Imple: 231.45 and 231.46, F.S., SBR 6A-1.77

44
45
46 5.3.5 Illness-in-line-of-Duty Leave

47 "Illness-in-line-of-duty" is absence from duties necessary because of personal
48 injury received in the discharge of duty or because of illness from a contagious or
49 infectious disease determined to have been contracted in school work.

50
51 Auth: 230.22, F.S.
52 Imple: 231.41, F.S.

1 5.3.6 Maternity Leave

2
3 Maternity leave shall be granted for absence necessary by reason of pregnancy and
4 child birth. Sick leave may be granted for maternity leave, to the extent of an
5 employee's eligibility for sick leave, at the option of the employee.
6

7 Auth: 230.22, F.S.
8 Imple: 231.39(s) and 231.40, F.S.
9

10 5.3.7 Military Leave

11
12 Military leave shall be granted without pay, except as provided in Section 115.07,
13 Florida Statutes, to employees who are required to serve in the Armed Forces of the
14 United States or of this State in fulfillment of obligations incurred under Selective
15 Service laws or because of membership in the reserves of the Armed Forces or
16 National Guard. At the termination of this service, employees must make
17 application for reemployment within six (6) months following the date of discharge
18 or release from active duty. The School Board shall have a period not to exceed six
19 (6) months, to reassign the employee to duty in the school system. Military leave
20 shall not be counted as years of service toward a continuing contract.
21

22 Auth: 230.22, F.S.
23 Imple: 231.39(2) and 115.07 F.S.
24

25 5.3.8 Personal Leave

26
27 A. Without Pay

28
29 Instructional personnel may be granted personal leave without pay by the
30 Principal or Administrator. A person on personal leave without pay may
31 not receive holiday pay unless he works or is on paid leave the day before
32 and the day after the holiday. *Amended 7/23/91*
33
34

35 B. Charged to Sick Leave

36
37 A member of the instructional staff may be absent with pay for personal
38 reasons. Such absences shall be charged only to accrued sick leave as
39 provided by law and leave for personal reasons shall be noncumulative.
40

41 Auth: 230.22, F.S.
42 Imple: 231.43, F.S., 231.40(2)(a)2
43

44 5.3.9 Professional Leave

45
46 Professional leave is defined as leave granted to a member of the instructional staff
47 to engage in activities which will result in his professional benefit and advancement,
48 including earning of college credits and degrees, or that will contribute to the
49 profession of teaching.
50

51 Auth: 230.22, F.S.
52 Imple: 231.39(1), F.S.
53
54

1 5.3.10 Sick Leave

2
3 A. Sick Leave

4 Any member of the instructional staff, who is unable to perform his/her
5 required duties because of personal illness, or because of the illness or death
6 of father, mother, brother, sister, husband, wife, child or other close
7 relative or member of his own household and who consequently has to be
8 absent from work, shall be granted leave of absence for sickness by the
9 Principal or Administrator.

10
11 In cases of investigated sick leave abuse, the principal may recommend to
12 the Superintendent that the employee present a certificate of illness from a
13 licensed physician. *Amended 6/29/93*

14
15 Absence because of illness beyond accumulated sick leave is considered
16 personal leave without pay. *Amended 7/23/91*

17
18 B. Terminal Pay for Accumulated Sick Leave

19 Instructional personnel eligible to retire as provided by law, or his/her
20 beneficiary if service is terminated by death, and retirees returning to active
21 employment shall be entitled to payment for the maximum accumulated sick
22 leave allowed by law at time of termination. Payment shall be made at the
23 current daily rate of pay.

24
25
26
27 Imple: 231.40, F.S.

28
29 5.3.11 Unauthorized Leave

30 All absence from duty for good reason shall be covered by leave duly authorized.
31 Any employee willfully absent from duty without leave shall forfeit compensation
32 for the time of such absence and shall be subject to discharge and forfeiture of
33 tenure and all other rights and privileges provided by law. If an employee granted
34 leave fails to return to duty at the termination of leave, his employment shall be
35 subject to cancellation by the School Board.

36
37
38 Auth: 230.22, F.S.

39 Imple: 231.44, F.S. and SBR 6A-1.77

40
41 5.3.12 Sabbatical Leave

42 Sabbatical leave for study, research, educational travel or such reason as approved
43 by a sabbatical committee shall be granted by the Board to teachers who have four
44 (4) or more years of service in Osceola County. This leave shall be granted for a
45 period not to exceed one (1) year.

46
47
48 5.3.13 Adoptive Leave

49 A teacher adopting a child of pre-school age or less shall be entitled to adoptive
50 leave without pay not to exceed one (1) year.

1 5.3.14 Jury Duty
2

3 An employee shall be authorized to be absent from assigned duties, and shall
4 receive his regular salary plus court fees while serving as a juror in any court case.
5 If notice of jury duty is received, the Principal or Administrator should be
6 immediately notified in writing. Proper leave shall be requested. *Amended 7/23/91*
7

8 In the event that the employee is excused from further attendance, the employee
9 shall return to his place of assignment as expeditiously as possible. Leave
10 forms will show the adjustment. *Amended 6/27/95*
11

12 Auth: 230.22, F.S.

13 Imple: 231.39, F.S.
14

15 5.3.15 Witness Leave
16

17 An employee of the Board may be absent from assigned duties and shall receive his
18 regular salary, plus any witness fees, while serving as a witness in any court case
19 or other legal or administrative proceeding under the following conditions:
20

21 A. That the person has been subpoenaed by the court or agency having
22 subpoena powers.
23

24 B. That the employee shall submit a copy of the subpoena or letter from either
25 attorney in the case to the Principal or Administrator.
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
29 forms will show the adjustment. *Amended 7/23/91 & 6/27/95*
30

31 Auth: 230.22, F.S.

32 Imple: 231.39, F.S.
33
34

35 5.3.16 Family Medical Leave *Adopted 7/2/96*
36

37 The School District of Osceola County offers up to twelve (12) weeks of job-
38 protected leave to eligible employees as mandated in The Family and Medical Leave
39 Act of 1993.
40

41 A. In order to be eligible, an employee must have been employed by the
42 District for a minimum of one year and worked a minimum of 1250 hours
43 over the previous twelve (12) months.
44

45 (1) All available sick and annual leave must be used prior to receiving
46 leave under this policy. The twelve (12) weeks of available Family
47 Medical Leave shall be reduced by the number of sick and annual
48 leave days available.
49

50 (2) Application for Family Medical Leave should be made at least thirty
51 (30) days in advance when the leave is foreseeable.
52

53 (3) When the leave is for a serious health condition, the District may
54 require medical certification.

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- a. The District reserves the right to require a second or third medical opinion.
 - b. When the employee is ready to return to work, the District may require a fitness-for-duty report.
- B. A maximum of twelve (12) weeks during a twelve (12) month period may be requested under this policy.
- C. Leave may be granted for any of the following reasons:
- (1) To care for a child after birth.
 - (2) To care for a child upon adoption.
 - (3) To care for a foster child.
 - (4) To care for a spouse, son, daughter, or parent who has a serious health condition.
 - (5) To seek medical care for a condition that renders the employee unable to perform assigned job responsibilities.
- (D) Job Benefits and Employment Rights
- (1) While on Family Medical Leave, the Board will continue to provide health coverage for the employee. The employee will be responsible for any required premium payments.
 - (2) Upon return to work, the employee will be placed in the position held prior to the leave, if available. If the previous position is not available, the employee will be placed in a similar position, if available.

5.4 BENEFITS AND DUTIES

5.4.1 Retirement and Retirement Annuities Program

A. Florida Retirement System

All new school employees must participate in the Florida Retirement System (FRS) as a condition of employment.

B. Teachers Retirement System

Instructional Personnel on the Teachers Retirement System (TRS) prior to December 1, 1970, may continue in the Teachers Retirement System, provided there has been no break in continuity of service. Teachers in question should check with the Personnel Department or with the Retirement System as to their status. Contributions by members of the TRS shall be outlined in Section 238.11 Florida Statutes.

C. Retirement Annuities Program

1
2 5.4.1 Retirement and Retirement Annuities Program
3

4 A. Florida Retirement System
5

6 All new school employees must participate in the Florida Retirement System
7 (FRS) as a condition of employment.
8

9 B. Teachers Retirement System
10

11 Instructional Personnel on the Teachers Retirement System (TRS) prior to
12 December 1, 1970, may continue in the Teachers Retirement System,
13 provided there has been no break in continuity of service. Teachers in
14 question should check with the Personnel Department or with the
15 Retirement System as to their status. Contributions by members of the TRS
16 shall be outlined in Section 238.11 Florida Statutes.
17

18 C. Retirement Annuities Program *Amended 11/7/95*
19

20 (1) The Board will consider annually, upon the recommendation of the
21 Superintendent, requests for retirement annuities for school
22 personnel with 25 or more years of creditable service (at least five
23 [5] of which must have been in this district) who have reached the
24 age of 55 and have applied for retirement under the Florida
25 Retirement System or Teachers Retirement System.
26

27 a. All requests must be received between September 1 and
28 October 31 of the calendar year for those requesting
29 retirement during or at the conclusion of that school year or
30 four (4) months prior to retirement if planning retirement
31 before February of that school year.
32

33 b. A copy of the official determination, by the Division of
34 Retirement, of the projected monthly benefits at the effective
35 date of retirement based on the average monthly
36 compensation and creditable service as of the member's early
37 retirement date and the actual early retirement benefits shall
38 accompany the request.
39

40 c. Requests of applicants between the ages of 50 and 54 may
41 also be considered by the Board if the Board first determines
42 for that year that is economically feasible to do so.
43

44 (2) Between November 1 and November 30 an annual survey and study
45 will be conducted prior to the determination of the Superintendent
46 and Board on the feasibility of the program being offered during that
47 school year with no commitment to offer the program in future years
48 unless the Board opts to do so after reviewing the annual survey.
49 The employee may be required to contribute to the annuity in order
50 to qualify.
51

52 (3) The Board upon the recommendation of the Superintendent will
53 determine before January 15, whether or not the program will be
54 offered for that year.

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- (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.
- (6) The maximum monthly benefit to any individual shall be in compliance with Florida Statutes.

Auth: 230.22, F.S.
 Imple: 231.495, F.S.

5.4.2 Social Security

Social Security is required of every member of the Florida Retirement System.

Auth: 230.22, F.S.
 Imple: 121.05(3), F.S.

5.4.3 Legal Duties

Instructional Personnel shall be subject to the rules and regulations of the State Board, Section 231.09, Florida Statutes, and to those rules of the School Board contained herein in the performance of their duties.

Auth: 230.22, F.S.
 Imple: 231.09, F.S.

5.4.4 Professional Duties

A. Co-Curricular Responsibilities

Each member of the instructional staff, acting under the guidance of the principal, shall carry, regardless of class load assignment, his/her fair share of the total concerns of the school including inservice training, faculty meetings, policy making, noon activity duty, committee assignments, and such other duties and responsibilities as are necessary to make the school function as a total unified entity; provided, however, the additional duties and responsibilities as described herein shall be subject to the provisions of any collective bargaining agreement entered into between the Board and members of the instructional staff.

Duty for Guidance Counselors will be assigned in accordance with the Board adopted 75/25 plan as specified by State Statutes.

1
2 B. Faculty Meetings
3

4 Each principal shall hold regular faculty meetings and may hold such special
5 faculty meetings as may be considered necessary. No teacher shall be
6 absent from a faculty meeting without the principal's prior approval.
7 Faculties shall consider among other items the following matters:
8

- 9 (1) Administrative problems and procedures
10
11 (2) School policies
12
13 (3) Professional study for improvement
14
15 (4) Involvement in total curriculum
16
17 (5) Youth guidance
18

19 C. Field Trips
20

21 Teachers planning field trips shall:
22

- 23 (1) Schedule each trip with school principal, specifying the destination,
24 the method of transportation, and the period of absence from school.
25
26 (2) Complete all necessary arrangements with the organization, firm, or
27 owner or the property to be visited.
28
29 (3) Obtain from parents of all pupils who are to participate in a field trip
30 written permission, on the District form, for their children to be
31 away from school during the time required for the trip and to
32 participate in the planned activity.
33
34 (4) Notify Food Service in advance of any trips interrupting normal
35 lunch periods. (Refer to Chapter 8, Section 8.8.4 of these Rules)
36

37 School buses may be used for school activity trips for which
38 approval has been obtained from the Superintendent as provided in
39 Rule 3.1.1.
40

41 Auth: 230:22, F.S. Imple: 231.085 and 231.09, F.S.
42

43 5.4.5 Attendance Records
44

45 It shall be the responsibility of the principal to ensure that complete and accurate
46 attendance records are maintained. It shall also be the principal's responsibility to
47 ensure that teachers keep complete and accurate records of individual class
48 attendance in their grade books. The teachers' grade books are kept at the school as
49 back-up documentation to attendance. *Amended 6/30/92*
50

51 Auth: 230.22, F.S.
52 Imple: 231.085(3) and 231.09(7), F.S.
53
54

1 5.4.6 Lesson Plans

2
3 Each teacher shall follow a regular system of unit and lesson planning. The practice
4 of merely giving text and workbook pages shall be considered inadequate. The
5 principal shall assist teachers in the development of satisfactory unit and lesson
6 plans to ensure an adequate instructional program.

7 Auth: 230.22, F.S. Imple: 231.09(1), F.S.

8
9
10 5.4.7 Teacher Salaries and Benefits

11 A. General

12
13 Teachers shall be paid at the level of experience and degree or its equivalent
14 as shown on the official transcript from an accredited college or university
15 in combination with appropriate experience when required and shall accrue
16 benefits under the provisions of employment set forth in subsections
17 230.33(7)(b) and 230.23(5)(d), and Sections 231.02 and 236.0711,
18 Florida Statutes, and in accordance with State Board Regulation 6A-1.52.
19 The salary schedule shall be based on a full day schedule of assigned
20 responsibilities during the 196-day or longer school year.

21
22 B. Experience

23 Teaching and vocational experience shall be allowed based on criteria
24 recommended by the Superintendent and approved by the Board.
25 Administrative experience shall count as teaching experience on the salary
26 schedule.

27
28 C. Substitute Teachers

29 The Superintendent is authorized to act on behalf of the Board in appointing
30 emergency teachers in accordance with the provisions of State Board
31 Regulation 6A-1.54 and Board Policy Chapter 5.

32
33 D. Annual Contracts

34 Any certificated, full-time instructional employee who does not meet the
35 requirements for a continuing contract or professional service contract as
36 provided by law and State Board of Education regulations shall be placed on
37 an annual contract status.

38
39 E. Professional Service Contracts.

40 A professional service contract shall be issued by the School Board to any
41 member of the instructional staff who meets the requirements of Board Rule
42 5.1.5 C, as prescribed by Section 231.36, F.S. *Amended 7/23/91*

43
44 F. Personnel Employed Beyond Ten Months

45 In order to be eligible for summer programs, instructional personnel shall
46 have been employed by the School Board in the preceding regular ten (10)
47 month term and have been re-employed for the following school year.
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G. Summer School Salary Schedule

Instructional personnel employed for summer programs shall be paid in accordance with the salary schedule of the preceding regular ten (10) month term.

H. Year's Service

The minimum time which may be recognized as a year of service shall be 99 days of full-time actual service in any one regular school year. Half-time teaching shall be combined for salary credit, i.e. two (2) one-half (1/2) years or two (2) half-time years equal one (1) year of experience.

Table of Contents

Chapter 6

Student Services

<u>Section</u>	<u>Title</u>	<u>Page</u>
6.1	STUDENT SERVICES	6-1
6.2	SCHOOL ATTENDANCE AND ADMISSION.....	6-4
6.3	PUPIL PROGRESSION PLAN.....	6-13
6.4	EDUCATIONAL RECORDS OF STUDENTS.....	6-13
6.5	SOCIAL FUNCTIONS.....	6-25
6.6	MISCELLANEOUS	6-31
6.7	DROP OUT PREVENTION COMPREHENSIVE PLAN (PROGRAMS).....	6-34
6.8	PLEDGE OF ALLEGIANCE	6-35
6.9	DRIVER'S LICENSE.....	6-35

1 **6.0 STUDENT SERVICES**

2
3
4 **6.1 STUDENT SERVICES**

5 Student Services is an organized, cooperative team effort of professional and
6 instructional personnel, designed for the purpose of meeting student needs. It shall
7 be the responsibility of the Student Services Team to help students achieve their
8 goals, cope with their concerns, and develop positive and healthy self-concepts.
9

10 The Student Services Team shall share the responsibility with the home and
11 community in giving professional aid to students in all areas of development,
12 particularly in providing them with the opportunity to acquire the minimum skills
13 necessary to function effectively and meet the challenges of today's society. The
14 following services shall be among those provided: guidance and counseling which
15 shall include occupational information, attendance services, psychological services,
16 health services, conflict resolution services and testing services. *Amended 6/28/94*
17

18 Auth: 230.22, F.S.
19 Imple: 230.2313, F.S.
20

21
22 **6.1.1 Guidance and Counseling**

23 Each elementary, middle, high, and postsecondary student in Osceola County will
24 have access to services provided by certified guidance personnel. School
25 counselors are required to spend seventy-five percent of work time providing direct
26 counseling-related service to students and no more than twenty-five percent of work
27 time to administrative activities, which must relate to guidance services.
28 *Amended 6/29/93 & 6/28/94*
29

30 Auth: 230.22, F.S.
31 Imple: 230.2313(3)(a) and 233.066(2), F.S.
32

33
34 **6.1.2 Occupational And Career Placement Specialists**

35 Follow-up studies shall be conducted which will include all students graduating or
36 leaving the public school system, or completing a vocational program. Placement
37 services will be provided on a county-wide basis to meet employer and student
38 needs, secondary and post secondary. An exit interview shall be conducted with
39 each student who withdraws from the secondary school. Evidence shall be kept on
40 file for three (3) years or until after the FTE audit is completed, whichever is
41 longer.
42

43 In compliance with the Blueprint for Career Preparation, middle school
44 occupational specialists must document individual career counseling for each middle
45 school student. Evidence shall be kept on file for three (3) years or until the FTE
46 audit is completed, whichever is longer. *Amended 6/29/93*
47

48 Auth: 239.67(2), F.S.; 230.22, F.S.
49 Imple: 230.2313(3)(d), F.S. and SBR 6A-6.71(4)
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1 6.1.3 Attendance Services

2
3 Each school principal shall develop procedures based on guidelines set forth by the
4 Superintendent's office for contacting parents regarding school or class absence.
5 These procedures shall be on file in the Superintendent's office.
6

7 Auth: 230.2313(3)(c), 232.01, 232.09, 232.17 and 232.19, F.S.
8

9 6.1.4 Psychological Services

10
11 Psychological services shall be provided by certified psychologists, who shall be
12 assigned to schools by the Director of Student Services.
13

14 6.1.5 Health Services

15
16 A. Health services shall be provided at each school. The registered nurses
17 shall have a schedule of regular visits to the schools and shall train and
18 supervise a health aide in each school. A checklist of skills shall be used by
19 the nurses to determine when the aides have developed needed skills.
20 Records relating to health and immunizations shall be kept up-to-date by the
21 health aide.
22

23 B. Referrals to Student Services of suspected health disabilities shall be
24 handled by the registered nurse assigned to the appropriate school.
25

26 C. When a student is diagnosed as having AIDS (Acquired Immune Deficiency
27 Syndrome), AIDS-related complex or symptomatic infection, the
28 Superintendent shall be notified. The Superintendent shall immediately
29 establish a review panel to consider the facts and make recommendations as
30 to how the student may best be served. Upon the receipt of the panel's
31 recommendations, the Superintendent shall make a decision as to the
32 placement of the student. The decision of the Superintendent shall be final.
33 The panel shall include, but not be limited to, the Director of Student
34 Services and other appropriate educational personnel, the County Health
35 Unit Director or designee, the student's physician and the parent or
36 guardian. The School Nurse shall serve as the liaison with the review panel
37 as the student's advocate in the school and as the coordinator of services
38 provided by other personnel. The liaison will be responsible for monitoring
39 the behavior and medical condition of the student and recommending to the
40 review panel any changes in placement. Any infected student experiencing
41 a mental, emotional, or physical handicapping condition due to AIDS shall
42 be served according to rules and policies governing the appropriate
43 exceptional student education category. Any infected student determined for
44 medical or behavioral reasons to pose a risk of transmission of the AIDS
45 virus to other students shall be placed in an educational environment which
46 will minimize such risk of transmission to others. The review panel shall
47 make recommendations to the Superintendent for placement in a setting
48 other than the regular classroom on the basis of well-documented evidence.
49 The decision of the Superintendent as to placement shall be final. As with
50 all changes in placement, the appropriate existing staffing and due process
51 shall be followed. Examples of such cases include students who have
52 exhibited aggressive or violent behavior, who cannot control body
53 functions, or who exhibit behaviors in school or have conditions which are
54 likely to transmit the disease to others. A student with AIDS may require a

1 change in placement for his own protection when cases of chicken pox,
2 measles or other communicable diseases occur within the school population.
3 Such a decision shall be made in consultation with members of the review
4 panel. Considerations for such decisions should include such factors as the
5 condition of the infected student, incidence of diagnosed cases and the
6 degree of exposure of the child.

7
8 Any student's right to privacy and confidentiality of records shall be
9 protected in accordance with procedures established in state and federal
10 laws. Knowledge that a student is infected with the AIDS virus shall be
11 limited to those who have a legitimate need to know. These persons should
12 be provided with appropriate information concerning necessary precautions
13 and confidentiality requirements.

- 14
15 D. A student who is found to have head lice shall be excluded from school until
16 cleared by the School Health Nurse or any approved school board
17 personnel.

18
19 When contact with a parent cannot be made before the close of the school
20 day for a bus student, the student will be transported home by bus that day.
21 Parents will be required to accompany the student to school for clearance.
22 Once cleared, bus transportation will be resumed. *Amended 7/23/91*

- 23
24 E. Pursuant to Section 464.022 (5), F.S., nursing assistants, also known as
25 health aides, may render services while under the supervision of a registered
26 professional nurse (R.N.). In any facility in which nursing assistants
27 (health aides) perform functions which constitute the practice of
28 professional or practical nursing, the R.N. charged with the responsibility
29 for supervision of the nursing assistant (health aide) shall have the
30 responsibility for nursing practice acts performed by the nursing assistant
31 (health aide) which implement any treatment or pharmaceutical regimen
32 likely to produce side or toxic effects, allergic reactions or other unusual
33 effects that may endanger a patient's life or well-being. The R.N. shall be
34 readily available for and provide direction, consultation and instruction to
35 the nursing assistant (health aide), review and compare medication orders
36 and medications for accuracy, monitor patients receiving medication,
37 including conditions which contraindicate continued administration of
38 medication.

39
40 Auth: 230.22, F.S. Imple: 402.32(5), F.S.

41
42 6.1.6 Working with Community and Governmental Agencies

43
44 Student Services shall work closely and cooperatively with out-of-school
45 community and governmental agencies in an attempt to meet the needs of students
46 in the community. School personnel shall be given a listing of all community and
47 governmental agencies, their contact people and responsibilities. Student Services
48 shall act as liaison between the school system and these agencies. Such agencies
49 shall be given guidelines for requesting information from the school principal and
50 all other circumstances as they relate to students.

51
52 Auth: 230.22, F.S. 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 students,
25 promote positive relationships, and lessen the likelihood of disciplinary action.
26

27 6.2 SCHOOL ATTENDANCE AND ADMISSION

28
29 6.2.1 School Attendance

30
31 A. General Requirements

32
33 All children who have attained the age of six (6) years or who will be six (6)
34 years of age by February 1st of any school year, or who are older than six
35 (6) but have not attained the age of sixteen (16) years, are required to attend
36 school regularly during the entire school year.
37

38 A child who attains the age of sixteen (16) years during the school year shall
39 not be required to attend school beyond his sixteenth (16) birthday.
40

41 B. Certification of Exemption

42
43 Children within the compulsory attendance age limits who hold valid
44 certificates of exemption issued by the Superintendent in accordance with
45 Florida Statutes 232.06, shall be exempt from attending school. A
46 certificate of exemption shall cease to be valid at the end of the school year
47 in which it is issued.
48

49 C. Responsibility for Attendance

50
51 Each parent of a child within the compulsory attendance age shall be
52 responsible for such child's school attendance as required by Florida
53 Statutes, 232.09.
54

1 Whenever a child of compulsory attendance age is absent without the
2 permission of the person in charge of the school, the parent of the child
3 shall report and explain the cause of such absence to the proper person at
4 each school, as provided in Florida Statutes, 232.10.

5
6 The Superintendent may delegate the enforcement of compulsory school
7 attendance and child welfare to attendance personnel as provided in Florida
8 Statutes 232.16.

9
10 D. Reporting Procedures

11 It shall be the responsibility of the principal and the teacher to encourage
12 regularity of attendance and punctuality, and to check student attendance as
13 prescribed below.

14
15 The principal shall be responsible for the administration of attendance rules
16 and procedures and for the accurate reporting of attendance in the school
17 under his direction.

18
19 All officials, teachers and other employees shall keep records and shall
20 prepare and submit all reports that may be required by law and State Board
21 Regulation 6A-1.044.

22
23 Attendance checks shall be made as early in the day as practicable. Students
24 who are not present in school at the time attendance is checked shall be
25 marked absent for the day unless presence is verified by attendance
26 personnel. (This is not to be confused with class attendance). All absences
27 whether "excused, or "permitted", or "unexcused", shall be recorded each
28 day.

29
30
31 E. Absences

32 Non-attendance in a class shall be considered an absence unless the student
33 is participating in a school activity. Absences shall be classified as:

34
35 (1) Excused Absences

36 Absences shall be excused for the following reasons:

- 37
38 a. Illness or injury of the student.
39
40 b. Illness, injury or death in the immediate family of the
41 student. The immediate family shall be defined as listed in
42 the United States Internal Revenue Service guidelines.
43
44

45 If there is a reasonable doubt concerning the illness claimed, the
46 principal shall be authorized to require a statement from an accepted
47 medical authority. Failure to comply with this requirement shall
48 result in the absence being "unexcused".
49

50 In cases of excused absences, the student shall be allowed to make
51 up the work and teachers of the students shall give every reasonable
52 assistance.
53
54

1
2 Make-up work shall be completed during a period of time equal to at
3 least twice the time for which the absence is excused, unless more
4 time is allowed by the teacher.
5

6 (2) Permitted Absences
7

8 "Permitted" absences may be granted. Only the principal shall have
9 the authority to grant "permitted" absences and then only after he has
10 considered the merits of each case. It shall be the principal's
11 responsibility to give to the parents a copy of the School Board rules
12 pertaining to permitted absences. Arrangements for make-up work
13 shall be made in advance with the instructor of classes to be missed.
14 The student shall assume complete responsibility for the make-up
15 work. The teachers shall cooperate by making assignments, grading
16 materials, and recording grades. A timeline, which shall not exceed
17 twice the number of days of absence, shall be set by the teacher for
18 receiving the student's work for credit.
19

20 Examples of situations warranting "permitted" absences include:

- 21
22 a. Attendance at an important public function.
23
24 b. Attendance at church meetings, or observances of religious
25 holidays.
26
27 c. Travel with parents in urgent circumstances.
28
29 d. Attendance at non-school conventions or conferences.
30
31 e. Other situations with parental permission and the approval of
32 the principal.
33
34 f. Participation in a non-instructional activity.
35

36 A student who wishes to participate in a non-instructional
37 activity must:

- 38
39 1. Meet the academic requirements as set forth by the
40 School Board,
41
42 2. Make arrangements, in advance, with the teacher for
43 missing classes, and
44
45 3. Accept the responsibility for making up time and
46 work.
47

48 (3) Unexcused Absences
49

50 All absences other than "excused" or "permitted" shall be deemed
51 "unexcused", and a failing grade shall be recorded for the period of
52 the "unexcused" absence, except that students who are suspended
53 from school during grade period exams or semester exams shall be
54 allowed to make up these exams.

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F. Grading of Make-up Work

Students whose absences have been approved as "excused" or "permitted", and who complete the make-up assignments as required by school policy, shall receive grades for the periods of such absences in the same manner as if not absent from school. Each school shall establish procedures to ensure good attendance in each grading period.

Auth: 230.22, F.S.
Imple: 232.02, F.S. and Chapter 75-130, Laws of Florida; 232.06, 232.08, 232.10, 232.26, 230.23(4)(a), 230.232, 230.23(4)(d), 232.23, 231.085, 231.09(7), 232.021, 236.013(3), 232.17, F.S. and SBR 6A-1.451

G. Place of Enrollment

Parents shall enroll their child in the appropriate grade level within the attendance area as established by the Board. *Amended 9/17/91*

Any exceptions to this rule must be for extraordinary circumstances which warrant special and/or individual considerations, and shall be permitted only under the following conditions:

- (1) If the Board determines that enrollment at a school exceeds acceptable limits, students may be transferred to a school in another attendance zone. *Amended 11/7/95*
- (2) The Superintendent may require a student to attend a school out of his attendance zone when he deems it necessary to meet an individual educational need or for disciplinary reasons.
- (3) The parent or guardian of a student may request that the student attend a school out of his assigned attendance zone by making such request to the principal of the school to which the student is assigned on a form to be provided.
 - 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

1 shall grant or deny the request. The Director of Student
2 Services shall notify the parent or guardian if the transfer has
3 been denied at the school level. NO APPROVED
4 TRANSFER SHALL BE EFFECTIVE BEYOND THE
5 SCHOOL YEAR FOR WHICH IT IS GRANTED. The
6 receiving school shall notify the parent or guardian of each
7 student whose request for transfer has been approved.
8 *Amended 6/27/95*
9

10 The parent or guardian may appeal the denial of the request or the
11 revocation of any transfer to a five-member review panel appointed
12 by the Superintendent. The panel shall consist of three principals, a
13 representative of Student Services, and a representative of
14 Exceptional Student Education. Principal membership shall be
15 rotated in order that an appeal not be heard by either the sending or
16 receiving principal. Decisions shall require a majority vote of the
17 panel and a majority of the panel must be present in order to render a
18 decision. *Amended 5/3/94*
19

20 The parent or guardian may appeal the decision of the Review Panel
21 to the School Board. A request for appeal must be submitted in
22 writing to the Superintendent within ten calendar days of the
23 decision of the Review Panel or the right to appeal will be forfeit.
24 An appeal filed within the proper timeline will then be placed on the
25 agenda of the next regularly scheduled meeting of the School Board.
26 Both the sending and receiving principal will be notified of the date
27 and time of the meeting. At that meeting, the Board will be
28 presented with the findings of the Review Panel, hear arguments
29 from both parties and render a final decision. *Adopted 5/3/94*
30

31 The parent or guardian requesting such transfer shall be solely
32 responsible for transporting the student to and from the "out-of-
33 zone" school.
34

35 The School Board reserves the right to establish an application
36 period for currently enrolled students to request an out-of-zone
37 transfer. *Adopted 5/3/94*
38

39 (4) The Superintendent or principal may revoke any transfer previously
40 allowed if the student's conduct or attendance at the "out-of-zone"
41 school falls below acceptable standards, or for other reasons he may
42 deem sufficient that were not known at the time of the original
43 transfer.
44

45 (5) The Superintendent shall issue a report on out-of-zone activity to
46 the School Board on a quarterly basis. *Amended 6/27/95*
47

48 Auth: 230.23(6)(a), F.S.
49

50 H. Married Students
51

52 Students who are married, pregnant, or who have children, shall not be
53 prohibited from regular school attendance and instruction as provided in
54 Florida Statutes, 232.01(1)(c) 2.

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I. Out-of-County Admissions *Revised 9/17/91 & Amended 6/28/94*

- (1) Students who do not reside in Osceola County may not be enrolled in Osceola District Schools except in the following circumstances:
 - a. When specifically approved by the School Board upon written application of the student, parent or guardian, based only on medical need or other specific hardship to be determined at the discretion of the Board.
 - b. Pursuant to an agreement with another district school board establishing a multi-district attendance area for a specific school and providing for joint maintenance of facilities, entered into pursuant to Florida Statutes Section 230.23(4)(d).
- (2) No out-of-district transfer shall be effective beyond the school year in which granted.
- (3) No out-of-county student shall be admitted after the last day of the third (3rd) FTE Survey Week, normally the second (2nd) week of February, of any given school year.

J. FTE Reporting

Reporting of attendance for the purpose of determining full-time equivalent students shall be made in accordance with the provisions of Florida Statutes, 236.013, and State Board Regulation 6A-1.451.

6.2.2 School Admission

All children who have attained the age of six (6) years or who will have attained the age of six (6) years by February 1 of any school year or who are older than six (6) years of age but who have not attained the age of sixteen (16) years are required to attend school regularly during the entire school term.

Students less than eighteen (18) years of age are entitled to enroll in the school to which they are assigned unless an active expulsion is in effect. *Amended 6/29/93*

A. Admission to Kindergarten

Children attaining the age of five (5) years on or before the date prescribed by state statutes shall be eligible for admission to kindergarten during that school year.

B. Admission to First Grade

Any child who will attain the age of six (6) years on or before September 1, shall be admitted at the beginning of that school year or at any time during the first month of the school year to the first grade, provided the child has demonstrated a readiness to enter the first grade in accordance with rules adopted by the State Board of Education.

1 No student shall be admitted to the first grade who has not attended
2 kindergarten in a public school or satisfactorily completed kindergarten in a
3 non-public school from which the district school board accepts transfer of
4 academic credit.
5

6 Any student presented for grade 1 enrollment who has successfully
7 completed Kindergarten in a non public school which permitted entry earlier
8 than the state minimum requirement (5 years old on or before September 1
9 of the school year) shall be enrolled in Kindergarten until such time as the
10 student has demonstrated a readiness to enter the first grade.
11

12 C. Requirements for Initial Admission to Osceola County Schools
13

14 (1) Evidence of Age *Amended 6/27/95*
15

16 Students enrolling through the first grade must present evidence of
17 their age. Evidence submitted shall be one from the following
18 priority list:
19

- 20 a. Birth certificate, or
- 21 b. Certificate of baptism, with sworn affidavit, or
- 22 c. Two-year old life insurance policy on child, or
- 23 d. Bible record, with sworn affidavit, or
- 24 e. Passport showing age, or
- 25 f. Affidavit of age sworn to by parent and a certificate of age
26 signed by health officer, school physician or licensed
27 physician.
28
29

30 (2) Health Requirements
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33

34 a. Certificate of Physical Examination *Amended 6/30/92*
35

36 A certificate of a physical examination within the twelve-
37 month period immediately proceeding enrollment shall be
38 presented before a child is allowed to attend classes. The
39 certificate shall be signed by a licensed practicing physician,
40 or an Advanced Registered Nurse Practitioner certifying that
41 the pupil has no contagious or communicable disease which
42 would warrant the pupil's exclusion from public schools. A
43 Physician's Assistant operating under the supervision of
44 Osceola County's Public Health Director may also sign the
45 certificate. *Amended 6/27/95*
46
47

48 Students, other than children of military personnel,
49 transferring from a foreign country must possess an
50 examination certificate issued within the United States.
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Exceptions:

1. Pupil has previously been enrolled in a Florida school
2. Parental objections in writing on religious grounds.

b. Proof of Tuberculin Test

All first time enrollees at the high school level in Osceola County must present evidence of a Tuberculin test, with a negative reading, administered within the last twelve months before class attendance will be allowed. A student who has a positive reading on any Tuberculin test will be required to submit to a chest X-ray. The student will not be allowed to enroll until a licensed physician certifies that the student may attend class. *Amended 7/23/91 & 6/27/95*

c. Immunization

Each pupil who is otherwise entitled to admittance to an Osceola County School, shall be required to present a certificate of immunization on a Florida form, showing that the student has received inoculations for those communicable diseases for which immunization is required by the Division of Health, and Florida Statutes 232.032.

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*

A resident parent or guardian admitting a pupil to an Osceola County School shall have:

Established proof of residency within the school zone by producing

- a. a rental or lease agreement, or
- b. proof of primary residence/ownership (homestead exemption or deed), or
- c. filed a Declaration of Domicile in the school zone where the student is enrolled, or
- d. a voter's registration card from Osceola County, or
- e. a sworn statement and notarized affidavit which is obtained from the school if none of the above are available.

1
2 (4) Non-Residents of Florida Amended 6/27/95
3

4 a. Definition - For the purpose of this section a non-resident is
5 defined as a person whose primary residence is outside the
6 State of Florida.
7

8 b. Tuition - Pupils in kindergarten through the twelfth grade,
9 whose parent, parents or legal guardians are nonresidents of
10 Florida but are American Citizens, shall be charged a tuition
11 fee of \$50 (cash only), payable at the time the pupil is
12 enrolled. This tuition shall not be refundable.
13

14 The tuition shall be paid at the County School Board Office.
15 Pre-numbered receipts shall be issued upon payment of fee,
16 and each receipt shall show name of pupil, name of parent,
17 date, purpose, name of district, and signature of individuals
18 receiving payment.
19

20 Exceptions shall be as follows:
21

- 22 1. The student was previously enrolled in a public
23 school in Florida during the current school year, or
24
- 25 2. The student is in a certified exchange program, or
26
- 27 3. The parent is a migratory agricultural worker, or
28
- 29 4. The parent is currently on active military duty.
30

31 E. Students Who Are Not Residing with Their Natural Parents or Legal
32 Guardians
33

34 Any student wishing to enroll in school who is not residing with his or her
35 natural parent or legal guardian shall have the responsible adult with whom
36 the student is living sign an Affidavit of Responsibility form available
37 through Student Services at the District Office.
38

39 The responsible adult shall present proof that he or she has parental consent
40 or legal right to accept responsibility: Parental consent shall be notarized.
41

42 F. Students 18 Years or Older Requesting Enrollment in Osceola County
43 Schools
44

45 A student who is 18 years or older and who desires to enroll in the regular
46 school program shall present his/her request to a Review Committee
47 composed of a guidance counselor, the principal, and the Student Services
48 Director, which will determine the most appropriate educational placement
49 for him/her.
50

51 G. Student Custody
52

53 Any person or agency who has been given exclusive care, custody, or
54 control over any student by order of any court having jurisdiction to enter

1 such order, may provide a certified or otherwise authenticated copy of such
2 order, Marriage Certificate, or other extraneous criteria not covered by
3 specific rule, to the principal of the school in which such student is enrolled.
4 The order shall be placed in the student's official records and thereafter such
5 person or agency shall be recognized for all purposes as the sole parent or
6 guardian of the student until such time as subsequent or additional orders
7 changing such status are likewise provided.

8
9 Imple: 232.04, 232.01, 232.031, 232.032, 320.38, 322.031; SBR 6A-
10 1.98;228.212, 316.003 (62); 228.041 (1) (a), 228.061 (2); F.S.;
11 SBR 6A-6.311 and 6A.6341 and 230.23 (4) (m), F.S.

12
13 6.3 PUPIL PROGRESSION PLAN *Amended 6/28/94*

- 14
15 A. The purpose of the instructional program in the schools of Osceola County
16 is to provide appropriate instructional and selected services to enable
17 students to perform at or above their grade level academically. Promotion,
18 however, is based primarily on pupil achievement and is not automatic.
19
20 B. Decisions regarding student promotion, retention and administrative
21 placement are primarily the responsibility of the individual school's
22 professional staff. The final decision in regard to grade placement is the
23 responsibility of the principal.
24
25 C. The Pupil Progression Plan for the School District of Osceola County,
26 Florida shall be adopted by the School Board and is incorporated herein by
27 reference. *Amended 6/17/97*
28
29 D. The School Board may waive any provision of the Pupil Progression Plan
30 for a period not to exceed one fiscal year upon receiving an application for
31 waiver. Application for waiver must specifically state the provision to be
32 waived and the alternative treatment to be applied. The Board may waive
33 application of any provision of the Pupil Progression Plan and apply
34 alternative treatment which does not conflict with federal, state, or local law.
35 *Adopted 6/27/95*

36
37 Auth: 232.245, F.S.

38
39 6.4 EDUCATIONAL RECORDS OF STUDENTS

40
41 A. Confidentiality - Student Records

42
43 The Osceola County Public Schools shall maintain educational records on
44 each student for the purpose of planning instructional programs, for
45 guidance of students, for preparation of local, State and Federal reports, and
46 for research. Student records are for the educational benefit of the student,
47 and information recorded and maintained shall be in keeping with the best
48 educational interest of the student.

49
50 The rules of the School Board of Osceola County shall be consistent with
51 Florida Statutes and State Board of Education Regulation. Rules shall be
52 consistent with the Federal Family Educational Rights and Privacy Act of
53 1974.
54

1 The Principal of each school shall be responsible for the control and
2 supervision of Student Records and for the following State Department of
3 Education Regulations and School Board rules related to student records
4 and interpretation of same to the school staff, students, and the community.
5 The Superintendent of Schools or designee shall be responsible for the
6 privacy and security of all pupil or adult student records that are not under
7 the supervision of a school principal.
8

9 The Department of Student Services and Exceptional Education shall be
10 responsible for the interpretation of and for assisting schools in the
11 implementation of this policy.
12

13 Student Records

14
15 (1) The cumulative folder file shall include Category A Permanent
16 Information which is verified information of clear importance to be
17 retained indefinitely and Category B Temporary Information which
18 is verified information of clear educational importance which is
19 subject to change. The permanent information record shall be
20 maintained on the form prescribed by the Superintendent.
21 *Amended 6/27/95*
22

23 (2) Those determined to have a legitimate educational interest in students
24 or student records shall include but not be limited to parents,
25 teachers, principal, staff within the school responsible for assigning
26 or directing student programs within the school, and county staff as
27 designated by the Superintendent.
28

29 (3) Criteria for determining legitimate educational interest shall be
30 consistent with its meaning as used in 6A-1.955 (4) FAC.
31

32 (4) Each school shall make provisions for disclosure of personally
33 identifiable information in health and safety emergencies, Criteria for
34 determining the existence of emergencies involving health or safety
35 shall include but not be limited to:
36

37 a. The seriousness of the threat to the health or safety of a pupil
38 or adult student or other individuals,
39

40 b. The need for information to meet the emergency;
41

42 c. Whether the parties to whom the information is disclosed are
43 in a position to deal with the emergency; and
44

45 d. The extent to which time is of the essence in dealing with the
46 emergency.
47

48 (5) Information pertaining to Category A and B educational records
49 shall be maintained at the individual school sites and/or Records
50 Retention Center. *Amended 6/30/92*
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(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
- 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

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- g. Work experience, including employer ratings
- h. Teacher/Counselor comments
- i. Correspondence from community agencies, private professionals, or parents
- j. Driver education certificate
- k. List of schools attended
- l. Custody Documents
- m. Telephone numbers and emergency contacts
- n. Exceptional Educational information:

Temporary Information shall be reviewed annually.

(9) A folder designated to contain exceptional student education information and reports shall be maintained in the cumulative folder. The following information shall be placed in the folder:

- a. Psychological summaries and/or reports
- 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.

1 B. Storage of Cumulative Folders and Permanent Record

2
3 Cumulative record folders and permanent record copies shall be placed in a
4 locked secure location where they are secure from general scrutiny, but
5 where they are, nevertheless, accessible to teachers and authorized school
6 personnel for use on a regular basis. It is the responsibility of the school
7 principal or designee to keep cumulative folders and permanent records in a
8 location, in so far as is possible, secure from fire and vandalism. The
9 Superintendent or designee shall be responsible for the privacy and security
10 of all student records that are not under the supervision of a school
11 principal.
12

13 C. Access to Student Records - Confidentiality

14
15 Student records shall be open to inspection only by the Superintendent and
16 his staff, professional staff of the school, and parent or guardian of the
17 pupil, a court of competent jurisdiction, and to such other persons as the
18 parent or guardian may authorize in writing.
19

20 A parent who wishes to review his/her child's record should make an
21 appointment with the principal or school counselor. School personnel are
22 available to interpret school record information. All such requests should be
23 honored within thirty (30) days.
24

25 Whatever rights are vested in the parent shall pass to the student whenever
26 the student has attained eighteen (18) years of age or is attending an
27 institution of post-secondary education. Parents of a dependent student or
28 dependent former student shall have access to student records. "Dependent"
29 shall be as defined in 26 U.S.C. (Section 152 of the Internal Revenue Code
30 of 1954).
31

32 When any other information concerning a student is combined with
33 information on other students, the parents of any student shall be entitled to
34 receive, or be informed of, the information pertaining to their child.
35

36 Pursuant to Florida Statutes, section 39.045(5), the Superintendent may
37 enter into interagency agreements for the purpose of sharing information
38 about juvenile offenders. The Superintendent may make school records
39 available to appropriate department personnel under the specific conditions
40 provided for in the interagency agreement. *Adopted 6/27/95*
41

42 D. Child Custody and Access to Student Records

43
44 The school shall presume that either parent of any student has the right to
45 inspect and review the education records of the student unless the school
46 has been provided with evidence that there is a court order governing this
47 matter which provides to the contrary.
48

49 E. Directory Information

50
51 Any school in the District system may elect to publish a School Directory
52 each year. The following information may be published:
53

1 Student's name, address, listed telephone number, date and place of birth,
2 participation in school activities and sports, weight and height of members
3 of athletic teams, dates of attendance, honor roll, graduation date and
4 awards received.

5 The parent may refuse to permit the designation of any or all of the above
6 categories as directory information with respect to their child by notifying
7 the principal in writing within ten (10) calendar days of the beginning of
8 school.
9

10 List of students will not be released unless a directory is published.

11 Auth: F.S. 228.093 (3)(0)

12
13
14 F. Public Notification

15 Each school shall provide to parents and eligible students annual notification
16 of their right of access to student records, a right to a copy of the record,
17 right of waiver of access, right to challenge information contained in the
18 record and to a hearing, and right of privacy. The notification should be
19 distributed at the beginning of the school year and in so far as is practicable
20 must be in the language of the parent of the eligible student.
21

22 This annual notice should also include the policy on Directory Information.
23 The Departments of Student Services and Exceptional Education shall be
24 responsible for updating and providing annually a copy of the Public Notice
25 to each Principal. The Principal shall determine the method and procedure
26 for delivery to parents.
27

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29
30 G. Transfer of Student Cumulative Records, Transcripts of Student Permanent
31 Record Copy, and/or Release of Student Records

32 Requests for the transfer of cumulative record folders or other student
33 records shall be made in writing by the parent except as outlined in this
34 section. A release form shall be provided for use in the schools, and such a
35 form shall designate that parents have the right of access to student records,
36 right to a copy of the records right of waiver of access, right to challenge
37 information contained in the record and to a hearing, and right of privacy.
38 *Amended 7/23/91*
39

40 Under no circumstances shall the student record be released to the student,
41 parent or guardian for transmittal from one school to another(a copy can be
42 provided to them).
43

44 Report cards or other evidence of grade placement and progress to date with
45 student identification, a receipt for textbooks returned, a copy of the Student
46 Health Record and a statement of any out-standing financial obligation shall
47 be given to the parent or student at the time of withdrawal.
48

49 Prior to the transfer of the cumulative folder, or copy of same, the
50 information shall be reviewed.
51

52 The transfer of records shall be made immediately upon written request of
53 an adult student, a parent or guardian of a student or a receiving school.
54

1 The principal or designee shall transfer a copy of all category A and
2 category B information and shall retain a copy of Category A information.
3

4 No student records or information may be transferred or released or
5 disclosed to any individual or institution without prior parental written
6 consent, signed and dated, except to:
7

- 8 (1) Officials of schools, school systems, area vocational technical
9 centers, community colleges, or institutions of higher learning in
10 which the pupil or student seeks or intends to enroll; and a copy of
11 such records or reports shall be furnished to the parent, guardian,
12 pupil, or student upon request.
13
- 14 (2) Other school officials, including teachers within the educational
15 institution or agency, who have legitimate educational interests in the
16 information contained in the records.
17
- 18 (3) The United States Secretary of Education, the Director of the
19 National Institute of Education, the Assistant Secretary for
20 Education, the Comptroller General of the United States, or state or
21 local educational authorities who are authorized to receive such
22 information subject to the conditions set forth in applicable federal
23 statutes and regulations of the U.S. Department of Education, or in
24 applicable state statutes and rules of the State Board of Education.
25
- 26 (4) Other school officials, in connection with a pupil's or student's
27 application for, or receipt of, financial aide.
28
- 29 (5) Individuals or organizations conducting studies for or on behalf of
30 an institution or a board of education for the purpose of developing,
31 validating, or administering predictive tests, administering pupil or
32 student aid programs, or improving instruction, if such studies are
33 conducted in such a manner as will not permit the personal
34 identification of pupils or students and their parents by persons other
35 than representatives of such organizations and if such information
36 will be destroyed when no longer needed for the purpose of
37 conducting such studies.
38
- 39 (6) Accrediting organizations, in order to carry out their accrediting
40 functions.
41
- 42 (7) For use as evidence in pupil or student expulsion hearings
43 conducted by a district school board pursuant to the provisions of
44 chapter 120.
45
- 46 (8) Appropriate parties in connection with an emergency, if knowledge
47 of the information in the pupil's or student's educational records is
48 necessary to protect the health or safety of the pupil, student, or
49 other individuals.
50
- 51 (9) The Auditor General in connection with his official functions;
52 however, except when the collection of personally identifiable
53 information is specifically authorized by law, any data collected by
54 the Auditor General shall be protected in such a way as will not

1 permit the personal identification of students and their parents by
2 other than the Auditor General and his staff, and such personally
3 identifiable data shall be destroyed when no longer needed for the
4 Auditor General's official use. 228.093 (3) d F.S.

- 5
6 (10) A court of competent jurisdiction in compliance with an order or that
7 court or the attorney of record pursuant to a lawfully issued
8 subpoena upon the condition that the student and his parents are
9 notified of the order or subpoena in advance in compliance therewith
10 by the educational institution or agency.
11
12 (11) A person or entity pursuant to a court of competent jurisdiction in
13 compliance with an order of that court or the attorney of record
14 pursuant to a lawfully issued subpoena, upon the condition that the
15 pupil or student, or his parent if he is either a minor and not
16 attending an institution of postsecondary education or a dependent of
17 such parent as defined in 26 U.S.C. s 152 (Section 152 of the
18 Internal Revenue code of 1954), is notified of the order or subpoena
19 in advance of compliance therewith by the educational institution or
20 agency.
21
22 (12) Credit bureaus, in connection with an agreement for financial aid
23 which the student has executed, provided that such information may
24 be disclosed only to the extent necessary to enforce the terms or
25 conditions of the financial aid agreement. Credit bureaus shall not
26 release any information obtained pursuant to this paragraph to any
27 person.
- 28 The written consent of the parent shall include:
- 29 a. Specifications of the records to be disclosed.
 - 30 b. The purpose of the disclosure, and
 - 31 c. The party or class of parties to whom the disclosure is to be
32 made.

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38 H. Third Party Restriction

39 Neither a student's educational record nor any personally identifiable
40 information shall be released except on the condition that the information
41 being transferred will not be subsequently released to any other party or
42 used for any purpose other than that for which the disclosure was made
43 without obtaining the consent of the parent or eligible student, signed and
44 dated.

45
46 Released copies of educational records and personally identifiable
47 information must be destroyed when no longer required by the person to
48 whom the information was appropriately released.

49
50 In order to comply with the two sections noted above, a stamp should be
51 used to mark all copies of the information being released to any other person
52 without the written consent of the parent or eligible student; and that copies
53 of the information be destroyed when no longer needed.
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I. Record of Disclosure

The school shall maintain a record of all records or information disclosed, transferred or released from the education records of a student. Such a record shall be kept with the student's education records and indicate the parties who have requested or obtained personally identifiable information from the student's education records, and the record must also specify the legitimate interest that these parties had in requesting or obtaining the information. The record of disclosure may be inspected by the parent or eligible student and school official responsible for the custody of the records. The record of disclosure is not necessary when disclosure is to the parent of a minor student or an eligible student or to school officials who have a legitimate interest.

J. Transfer of Records

The transfer of records shall be made immediately on request of parent or receiving school. The principal or designee shall transfer a copy of all category A and category B information and shall retain a copy of category A information and the original of category B information. Under no conditions shall the transfer of a student's records be delayed for failure to pay a fine or fee assessed by the school; however, all reasonable effort shall be made to collect for damaged or lost library books and textbooks.

K. Schedule of fees for Reproduction of Student Records *Revised 6/29/9*

- (1) Student records transferred to another school within the School District of Osceola County system, shall be at no cost to the parent/guardian or adult student. Records shall be mailed directly to the requesting school or to the school designated by the parent/guardian or adult student.
- (2) "Official" copies of student records, certified by use of school or District seal, and/or stamped "Official Copy" and made for the transfer to a private school, or another school system, shall be at no cost to the parent/guardian or adult student: "Official" copies of student records shall be mailed directly to the requesting school or to the institution designated by the parent/guardian or adult student.
- (3) "Unofficial" and/or "Student Copy" copies of student records shall be furnished at no cost to the parent/guardian or adult student.

L. Right to Contest the Contents of Student Records Hearing Procedures

In addition to a parent's right of access for the inspection and review of their child's education record, they shall also have an opportunity for a hearing to contest the contents of said record if they think it to be inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. The right includes an opportunity for the correction or deletion of any such inaccurate, misleading, or otherwise inappropriate data contained therein.

1 If records are to be corrected, deleted or expunged, then a written agreement
2 between the adult student or parent and the designated school official shall
3 be entered into. The agreement shall only indicate that the record has been
4 corrected, deleted or expunged.

5 Schools may attempt to resolve such matters through informational meetings
6 and discussions; however, when such informal proceedings are not
7 satisfactory to either the school or the parent, the following procedures are
8 to apply:
9

- 10 (1) The parent or eligible student shall make a request in writing to the
11 principal naming the record to be reviewed and the information in
12 question.
13
- 14 (2) The principal shall schedule an appointment for a hearing,
15 designating date and time of the hearing. The hearing shall be
16 scheduled within five (5) school days after request. Parents and
17 school personnel shall have an opportunity to present information
18 and to be heard.
19
- 20 (3) The principal shall serve as the hearing officer. It shall be the
21 hearing officer's responsibility to review the information in question
22 and to make a decision regarding the request. Such decision shall be
23 in keeping with the rules of the Osceola County, Florida, Public
24 Schools.
25
- 26 (4) The principal shall prepare a written report on his decision and
27 forward a copy to the Superintendent. The written report must
28 include a summary of the evidence and the reason for the decision.
29
- 30 (5) An agreement which shall be reduced to writing, signed and dated
31 by the adult student or the parents or guardians of the pupil and
32 designated school officials if records are to be corrected, deleted or
33 expunged. The agreement shall only indicate that the record has
34 been corrected, deleted or expunged.
35
- 36 (6) The parent or eligible student may appeal the decision of the hearing
37 officer to the Superintendent by written request within ten school
38 days. The Superintendent shall appoint a three-member review
39 committee to review the case and make recommendations to the
40 Superintendent for final disposition.
41
- 42 (7) If the decision is adverse to parent or eligible student, then the parent
43 or eligible student shall be informed of the right to place in the
44 student's record a statement commenting on the information in said
45 records and/or set forth any reasons for disagreeing with the
46 disposition. Parent or eligible student may do this at any stage in
47 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 Board
18 Rules and Student Services can be obtained from the
19 Records Management Section. Category B information shall
20 be handled in accordance with Records Management Section
21 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 Management
30 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 and
38 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.

45
46 4. Authorization for pick-up and removal of records
47 must be received by calling the Records Management
48 Section.

- 49
50 e. Preparation of records for microfilming will be done by the
51 Records Management Section at the Records Center.
52 Records will be filmed and destroyed in accordance with
53 Florida Statutes.
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- 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.

Auth: 230.22, F.S.
Imple: 232.25 and 231.085(f), F.S.

6.5.2 Student Activities

A. Field Trips *Revised 6/17/97*

Field trips are those activities involving students that are held at sites other than the regular school site that occur either during or at times other than the regular school day and that have been approved by the Principal, Superintendent and/or School Board in accordance with the following procedures.

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- (1) Instructional field trips must be:
 - (a) Approved by the principal,
 - (b) Directly related to performance standards of the course, and
 - (c) Incorporated into the sponsoring teacher's unit plans.

(2) Reward Field Trips

If a field trip is a reward for educational progress or positive behavior, the field trip must be held outside of normal school hours.

- (3) Only instructional field trips may be scheduled during a regular school day.
- (4) Field trips or parties under the sponsorship of the school will not be held at water parks.

For the purposes of this Rule, the term "water parks" means any commercial facility open to the public for a fee wherein a substantial portion of the activities for the park relate to water rides, thrill rides involving water, or other mass scale water amusement activities. The term "water parks" does not mean any public lakefront, nor any swimming pool or aquatic park owned or operated by a county, municipality, or non-profit organization such as the YMCA. However, any field trip at an aquatic facility or lake front that is otherwise permitted under this policy shall be approved in advance by the Superintendent.

(5) Field Trip Procedures

(a) Out-of-State Field Trips.

- 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 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 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 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.

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2. The parent or guardian of each student going on any out-of-state field trip and chaperones for the field trip must sign releases on a form which is developed and maintained by the Superintendent.
3. No commitments shall be made and no fund raising shall begin prior to School Board approval of the field trip.

(b) In-State Field Trips Involving Overnight Stay.

1. The Superintendent is directed to review all in-state field trips which involve an overnight stay. Any field trip which involves in-state travel and an overnight stay must be approved by the Superintendent in advance. The sponsor of the field trip must provide an itinerary, the educational purpose for the trip, the method of transportation and lodging, the number of chaperones and a plan for sending students back to their school prior to the end of the field trip.
2. The parent or guardian of each student going on any in-state overnight field trip and chaperones for the field trip must sign releases on a form which is developed and maintained by the Superintendent.

(c) In-State Field Trips Without Overnight Stay.

The principal is directed to review all in-state field trips which do not involve an overnight stay. Any field trip which involves in-state travel, but does not involve an overnight stay, must be approved by the principal in advance. The sponsor of the field trip must provide an itinerary, the educational purpose for the trip, the method of transportation, the number of chaperones, and a plan for sending students back to their school prior to the end of the field trip.

- (6) Only those field trips specifically described in 6.5.2A(1) and (2), instructional field trips and reward field trips, are sanctioned by the School District. In order for a field trip to be officially sanctioned by the School District, it must be an instructional or reward field trip as defined above and must be approved in accordance with the requirements of this policy. Travel which is promoted by any other organization or sponsor, is not related to or sanctioned by the School District, and the School Board will have no responsibility, control, or jurisdiction over that travel.

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

1 B. F.H.S.A.A. Membership

2
3 Principals of qualifying high schools within the District are authorized to
4 secure and maintain continuous membership in the Florida High School
5 Activities Association, Incorporated, a non-profit corporation for the benefit
6 of their respective high schools, and to abide by those rules and regulations
7 not inconsistent with law or Board rule.
8

9 C. Student Standards for Participating in Extracurricular Student Activities
10 *Revised 6/29/93*

11
12 Extracurricular activities are a vital part of the total school program. Such
13 activities include any after-school faculty-sponsored group such as athletic
14 teams, music groups, and special-interest organizations.
15

- 16 (1) In general for a high school student to participate in extracurricular
17 activities: 9th and 10th graders must maintain a 1.75 grade point
18 average and 11th and 12th graders must maintain a 2.0 grade point
19 average (on a 4.0 scale), unless (s)he qualifies under the
20 "probationary status" section (4) below.
21
- 22 (2) In order for a high school student to participate in extracurricular
23 activities during the first grading period of the regular school year,
24 (s)he must meet all requirements of the Florida High School
25 Activities Association (FHSAA), including the earning of five (5)
26 credits the preceding school year and have an overall 1.5 grade point
27 average (on a 4.0 scale) for the preceding school year.
28
- 29 a. Grades earned in summer school (a maximum of one full
30 credit as per FHSAA guidelines) will affect the grade point
31 average requirement for eligibility for the first grading period
32 of the next school year.
33
- 34 b. Credits (a maximum of one full credit) earned in summer
35 school will be utilized in determining FHSAA eligibility for
36 the first grading period of the next school year.)
37
- 38 c. Incoming, first time ninth graders do not have a "preceding
39 school year: requirement."
40
- 41 (3) In order for a high school student to be eligible to participate in
42 extracurricular activities during the second, third, and/or fourth
43 grading periods: 9th and 10th graders must maintain a 1.75 grade
44 point average and 11th and 12th graders must maintain a 2.0 grade
45 point average on a 4.0 scale, for the grading period immediately
46 preceding participation, unless (s)he qualifies under the
47 "probationary status" section (4) below.
48
- 49 (4) A student may qualify for eligibility under "Probationary Status" if
50 his/her preceding grading period grade point average falls between
51 the state's 1.5 grade point average requirement for eligibility and the
52 District's 1.75/2.0 grade point average requirement for eligibility,
53 depending on the grade level classification of the student.
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- a. In order for students in the 9th or 10th grades, whose preceding grading period grade point average is at least a 1.5 but below a 1.75, to become eligible to participate (s)he must enroll, maintain regular attendance, and successfully complete, during the next two immediate regular grading periods, one of the "study skills" courses as outlined by the District's Eligibility Rules Committee.

- b. In order for students in the 11th or 12th grades, whose preceding grading period grade point average is at least a 1.5 but below a 2.0 to become eligible to participate, (s)he must enroll, maintain regular attendance, and successfully complete during the next two immediate regular grading periods, one of the "study skills" courses as outlined by the District's Eligibility Rules Committee.

- (5) The student shall also be progressing satisfactorily toward graduation as provided in the Pupil Progression Plan for Osceola County.

- (6) The principal or his designee may suspend a student from participation in an activity for Level II - Level IV offenses as outlined in the Osceola County School District Code of Student Conduct.

- (7) Those students unable to meet the criteria because of extenuating circumstances may appeal to the school activities committee, a standing committee whose membership shall include, but not be limited to, representatives from extracurricular sponsors, classroom teachers, the guidance department, administration, exceptional student education, and the school advisory committee.

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

D. Athletic Insurance

The principal and coaches shall arrange for group insurance for the protection of school participants in athletic events. Moreover, the principal shall require, and keep on file in his office, the parent's written consent and the doctor's approval for each participant. *Amended 7/23/91*

E. Student Activity Restrictions

- (1) Participation by students in functions outside the county and not under the sponsorship of the Florida High School Activities Association shall require approval from the Board.

- (2) Eligibility for participation in extra curricular activities, including athletics and cheerleading, shall be determined by School Board Rules, the Florida High School Activities Association and local Bylaws. (Bylaws of each group shall be subject to approval of the Superintendent.) All participants shall have the approval of the principal. *Amended 7/23/91*

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- (3) School bands may participate in civic and non-school functions with the approval of the principal, provided such functions are non-partisan nor political.

- (4) The beginning practice date for football and other sports shall be determined by the Florida High School Activities Association. The procedure for students who wish to begin participating in athletic competition after the first practice session shall be determined by the coach and principal of each school. Students shall be made aware of these dates and procedures.
 - a. Whenever a sport seasons ends, s 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.

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d. Grades for students enrolled in a combination course will be based on their selection of a performing or non-performing course at the time of registration .

(8) Standard school procedures, constitution and bylaws pertaining to activities, sponsors and participants shall be enforced and copies of said bylaws shall be filed in the Superintendent's office.

a. Constitutions and bylaws of each group shall be subject to approval of the Superintendent.

b. It shall be the responsibility of the Principal to annually update the files at the Superintendent's office.

Auth: 230.33, F.S.
Imple: 232.25 and 231.085, F.S.

6.6 MISCELLANEOUS

6.6.1 Safety on School Grounds

A. Every member of the staff is responsible for the safety of pupils while on the school grounds. The principal shall eliminate all hazards on school grounds insofar as possible.

B. Teachers shall be assigned to supervise pupils on the school grounds before and after classroom instruction. Principals shall see that all activities are properly supervised and that all precautions are taken by teachers and pupils. Insofar as is practical, there shall be a teacher or properly instructed aide responsible for supervising pupils as they board and unload from buses at the school site. The person shall be on alert for any safety hazard, and shall attempt to maintain orderly procedures on the part of the pupils.

C. The parents of a seriously injured student shall be notified immediately, and the student shall be taken to the doctor or the hospital indicated on the emergency procedure card as quickly as possible. Transportation will be based upon the best judgment of the school principal. The Superintendent shall be notified as to the nature of the accident and steps taken to assist the child and the parents.

Auth: 230.22, F.S. Imple: 232.25 and 402.32(5), F.S.

6.6.2 Open Lunch at High Schools Revised 6/17/97

All students who comply with the following guidelines may be free to leave the school campus during the lunch period, provided that:

A. The students must be members of the senior or junior class subject to the following conditions:

(1) All seniors

(2) Juniors who have reached the age of sixteen (16) and who maintain a 3.0 GPA.

- 1
2 B. The principal has given permission.
3
4 C. A notarized permission slip on a form approved by the Board has been
5 signed by the parent, relieving the school of responsibility.
6
7 D. Students granted this privilege shall not be party to transporting students
8 who are not eligible to be off the school premises.
9
10 E. This privilege is subject to review on a student by student basis at the end of
11 each semester.
12

13 The open lunch privilege may be revoked for abuse of the privilege.
14

15 Auth: 232.25 & 231.41, F.S.
16

17 6.6.3 Pupil Insurance
18

19 A. Contracts
20

- 21 (1) The School Board shall arrange to make available to parents some
22 plan of pupil group insurance to protect students enroute to and from
23 the school and during the school day.
24
25 (2) Rules affording insurance coverage with respect to injuries sustained
26 by students as a result of accidents are private contracts between the
27 insurance company and the respective parents. The School Board
28 shall have no obligation for placing the insurance, collection and
29 delivery of insurance premiums, or enforcement of the terms of the
30 rule.
31

32 B. Solicitation
33

- 34 (1) Insurance companies which have, prior to the first day of the school
35 year, obtained the permission of the Superintendent, may deliver to
36 the schools for delivery by students to their parents, all materials
37 needed for the sale of policies and the collection of premiums.
38
39 (2) Salesmen must be cleared through the principal's office before
40 contacting any employee.
41

42 C. Contact Sports Insurance
43

44 A student shall provide written proof of accident insurance coverage to the
45 principal before being allowed to try out, practice or participate in a contact
46 sport.
47

48 6.6.4 Public Visitation
49

- 50 A. An individual or group desiring to tour a school shall receive permission
51 from the Superintendent or the school principal.
52
53 B. Members of the public wishing to contact pupils during the school day shall
54 receive permission to do so from the principal. The principal should grant

1 permission only under extreme circumstances and then only if contact
2 cannot be made before or after the school day.

- 3
4 C. Non-enrolled students will not be allowed to visit teachers or classes during
5 the school day unless they are participating in a career day or presenting a
6 classroom activity. Clearance shall be made by that teacher or sponsor with
7 the principal prior to the school visit.

8
9 6.6.5 Loitering

10 Loitering on school premises during school hours by a person not a student in the
11 school or an employee of the Board shall not be tolerated. When it occurs, the
12 police or sheriff's department shall be notified.

13
14
15 6.6.6 School Day Picture Specifications - Elementary and Secondary Schools

- 16
17 A. School pictures may be offered as an optional services to parents. The
18 principal shall enter into a contract with a vendor on a yearly basis. Every
19 effort should be made to secure proposals from various vendors for the
20 service. The award of the contract shall be made based upon the cost of the
21 packet to students, quality of services offered and terms of the contract
22 which address vendor's obligations to the school. Pictures may be handled
23 on pre-pay, proof or standard procedure by mutual agreement between the
24 principal and the photographer. *Amended 6/29/93*
- 25
26 B. The assignment of school personnel to facilitate the picture taking process
27 shall be limited to the supervision of students.
- 28
29 C. The vendor shall furnish notices to be sent home by the students to inform
30 parents when pictures shall be taken. Such notices shall be received by the
31 school five days before pictures are to be taken.
- 32
33 D. The vendor must have a local Florida representative who is licensed to do
34 business in Osceola County. An address and telephone number where
35 contact can be made with the photographer is required.
- 36
37 E. Each school shall receive the following services without charge:
- 38
39 (1) A gummed-back picture not less than 1" x 1 1/2" for school records
40 shall be furnished on all students photographed.
- 41
42 (2) For Annualette or yearbook purposes, each school shall be provided
43 with one 1 3/4" x 2 1/2" Black and White glossy print picture of
44 each student and teacher and twenty 5" x 7" Black & White Activity
45 pictures. (Club groups, etc.) These pictures shall be taken on the
46 same dates as the regular school day pictures or at a time mutually
47 agreed upon by the Photographer and Principal. This service may
48 be omitted if permission to omit is obtained by the school principal.
- 49
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1 6.6.7 Employment and Age Certificates Revised 6/17/97

2
3 The principal, upon request of a student or parent, shall issue verification of the
4 date of birth of a student on an approved form for usage by a prospective employer.

5
6 Auth: 230.22, F.S.

7 Imple: SBR 6A-1.97, 232.07 and 232.08, F.S.

8
9 6.6.8 Minimum Age Exception

10
11 The minimum age of sixteen (16) years for School Board employees shall be
12 waived in the case of a work study or similar program.

13
14 Auth: 230.22, F.S.

15 Imple: SBR 6A-2.97 and 6A-6.70, 232.07 and 233.068, F.S.

16
17 6.6.9 Leaving School Grounds

18
19 A. A principal shall not permit a pupil to leave in the custody of a person other
20 than the child's parents or legal guardian unless that person has verified
21 authorization of one of the parents or legal guardian.

22
23 B. Pupils shall be required to remain on the school grounds from the morning
24 bell until dismissal in the afternoon unless prior approval of the school
25 principal has been given.

26
27 C. The Superintendent or his designee may release pupils to properly identified
28 officers of the law or employees of the Department of Health and
29 Rehabilitative Services when circumstances regulate it. Proper
30 documentation must be presented prior to release.

31
32 Auth: 230.22, F.S.

33 Imple: 232.25, F.S.

34
35 6.7 DROP OUT PREVENTION COMPREHENSIVE PLAN (PROGRAMS)

36
37 The Board may adopt policies regarding placement of students in Alternative
38 Education Programs designed to meet the needs of students who are disruptive,
39 disinterested, or unsuccessful in the school environment.

40
41 Examples of such programs may include:

42
43 A. Preventive programs such as the ALPHA Program whose purpose it is to
44 prevent the development of severe maladaptive behavior problems.

45
46 B. In-School Suspension Programs.

47
48 C. Other programs as recommended by the Superintendent to the Board.

49
50 Criteria for Eligibility - Students will be eligible for alternative education programs
51 according to the guidelines set forth in State Board Rules 6A-1.994(2).

52
53 The Superintendent shall delineate procedures for eligibility, maintenance of
54 records, and evaluation of Alternative Programs.

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6.8 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the flag shall be recited at the beginning of the day when students are present. Exemption from participation may be provided a student upon written request of the parent or guardian.

6.9 DRIVER'S LICENSE *Adopted 7/23/91*

A. Students Under Eighteen Years of Age

(1) Secondary Students *Adopted 6/17/97*

All students under the age of eighteen who meet state requirements regarding attendance and enrollment shall be provided validation for the purpose of securing driver's licenses.

(2) Adult Education

Students under the age of eighteen who are enrolled in an adult education program and are classified as an adult student must maintain continuous enrollment in the regularly scheduled adult program in order to maintain or be eligible to apply for a Florida driver's license.

(3) Home Instruction

a. Fifteen Years of Age

Students who are fifteen (15) years old and are enrolled in a home instruction program may be granted a compliance form if they can show that they are meeting all the requirements of the law governing home instruction.

b. Sixteen and Seventeen Years Old

Students who are sixteen (16) or seventeen (17) years of age and are enrolled in a home instruction program may be granted a compliance form for a restricted or operator's license if they can show that they are meeting all the requirements of the law governing home instruction.

c. Withdrawing To Home Instruction

Students who withdraw to home instruction and who have a restricted or operator's license will not lose said license so long as the student's withdrawal code indicates the student is withdrawing to home instruction and is meeting all the requirements of law governing home instruction. A student who withdraws from school using any drop-out code and then determines to enroll in a home instruction program will not be granted a compliance form for a restricted or

1 operator's license unless and until the student has been
2 enrolled in said home instruction program for one calendar
3 year and has satisfied all of the requirements of the law
4 governing home instruction.
5

6 (4) Private Schools
7

8 The School Board shall grant compliance forms to students who are
9 enrolled in accredited private schools. Proof of accreditation lies
10 with the private school. Students must meet attendance
11 requirements as specified by the laws of the State of Florida.
12

13 (5) All compliance form requests will be processed by the Department
14 of Student Services.
15

- 16 B. Students must complete an approved monitored traffic law and substance
17 abuse education course or satisfactorily complete a Department of Education
18 driver's education course prior to application for a driver's license
19 compliance form.
20

21 Auth: 232.165 & 322.091, F.S.

Table of Contents

Chapter 7

Official School Board Position on Discipline

<u>Section</u>	<u>Title</u>	<u>Page</u>
7.1	PHILOSOPHY.....	7-1
7.2	GENERAL POINTS OF EMPHASIS.....	7-1
7.3	BOARD RULE ON OFFENSES - STUDENT CODE OF CONDUCT.....	7-6
7.4	CORPORAL PUNISHMENT.....	7-30
7.5	SUSPENSION AND EXPULSION.....	7-31

1 **7.0 OFFICIAL SCHOOL BOARD POSITION ON DISCIPLINE**

2
3
4 **7.1 PHILOSOPHY** *Amended 7/2/96*

5
6 The Board finds and declares that:

- 7
8 A. The development of self-discipline and self-direction is an educational goal
9 toward which disciplinary procedures must contribute. Discipline provides
10 experiences and establishes procedures which make the students responsible
11 for keeping themselves in order. Disciplinary action is the corrective
12 measure used when a breach of discipline has occurred.
- 13
14 B. The key to both student and teacher morale lies in how successfully the
15 rules on discipline are applied and how this is reflected in school order.
16 Educators, students, and parents must feel that, whatever rules are
17 followed, they are not only uniform for all, but are just and fair.
18 Disciplinary action, where imposed, should be as rational, non-arbitrary,
19 and judicious as possible. It should encourage free discussion and setting
20 of standards through the participation of students. The dignity and worth of
21 the individual should always be respected and, because of this, disciplinary
22 action should be free from harsh, abusive, and vindictive forms of
23 punishment. Also, the student should never be subjected to sarcasm, public
24 ridicule, or intimidation. Disciplinary action cannot be effective if its
25 purpose is merely to demonstrate the superior authority of the teacher or
26 administrator. The best results will be derived from cordial and realistic
27 teacher-pupil relationships which are reinforced by firm and just policies
28 administered at all levels.
- 29
30 C. These policies are not made with the intention of creating coercive or
31 punitive powers. The intent is simply to help maintain discipline in the
32 school setting. Amended 6/28/94
- 33
34 D. The teacher is the essential element in proper discipline within the schools.
35 There are certain aspects of classroom management which must be left to the
36 discretion and good judgment of the individual teacher, especially the
37 instances regarding talking, movement of students in the room, and other
38 activities which might be perfectly acceptable in one classroom situation and
39 inappropriate in another.

40 Auth: 230.22, F.S.
41 Imple: 230.23 (6) (c) and 232.27, F.S.

42
43
44 **7.2 GENERAL POINTS OF EMPHASIS**

45
46 **7.2.1 Designated Responsibility**

- 47
48 A. Employees of the Osceola County School Board shall make a concerted
49 effort to prevent or correct common discipline problems found in the District
50 schools. All people involved with the handling of discipline shall take a
51 firm stand and insist that students behave in such a manner that the school is
52 conducive to good education for all individuals.

1 B. Teachers are expected to assist in correcting discipline problems as they
2 might occur on the school grounds.
3

4 C. Each year the School Board shall distribute a copy of the Code of Student
5 Conduct to students and teachers. The code, which is based upon the
6 School Board's rules governing student conduct and discipline shall also be
7 available to parents at the beginning of the year. The code shall be
8 discussed at the beginning of every school year in the appropriate venue
9 determined by the principal. *Amended 6/29/93*
10

11 D. A committee composed of teachers, principals, and community
12 representatives will make a periodic review of the Code of Conduct.
13

14 Auth: 230.22, F.S.

15 Imple: 232.25, F.S.
16

17 7.2.2 Classroom Management 18

19 Minor offenses, insofar as is possible, shall be handled at the teacher level. Those
20 things which are against classroom regulations shall be made clear at the beginning
21 of the school year, reiterated from time to time, and enforced continuously. Only in
22 case of chronic disobedience to these rules shall the individual be referred to an
23 administrator. Before any referral is made, the teacher shall first use whatever
24 corrective measures are available, including the contact of parents or guardians.
25 The teacher shall immediately inform the administrator of any contact with parents
26 which might require his involvement in the situation.
27

28 Auth: 230.22, F.S.

29 Imple: 232.27, F.S.
30

31 7.2.3 Records *Amended 7/2/96* 32

33 Disciplinary records shall be maintained separately from a pupil's permanent record
34 in a place designated by the principal and shall be destroyed when the pupil is
35 promoted from the elementary to middle school or from middle school to high
36 school. Records shall be made available for parental inspection upon the request in
37 the same manner as permanent records.
38

39 Letters of expulsion shall be filed in the student's cumulative folder. No other
40 items relative to discipline shall be filed in the permanent record.
41

42 Records related to serious off-campus crime will be maintained in accordance with
43 State Statutes. *Adopted 7/2/96*
44

45 Auth: 230.22, F.S.

46 Imple: 230.23 (11), 232.23 and 231.085 (3), F.S.
47

48 7.2.4 Authority of Classroom Teachers 49

50 Each teacher may offer directive guidance to a pupil through informal counseling
51 sessions, may invite the pupil's parent or guardian to participate in informal
52 counseling sessions or otherwise to confer with the teacher, and may detain a pupil
53 before or after school hours up to one (1) hour per day, provided that the parent or
54 guardian shall have advance notification of such detention. It shall be the student's

1 responsibility to notify the parent of the detention and the parent responsibility to
2 arrange for adequate transportation to and from home. *Amended 6/29/93*

3
4 When a discipline problem disrupts the entire class and makes the learning process
5 ineffectual, the students involved shall be removed from the class, upon approval of
6 the principal, in order that order may be restored and teaching resumed. Parents
7 shall be notified that the student is temporarily removed from the class or all classes
8 until the school has the assurance of the student and his parents that his behavior
9 will improve. Temporary removal shall not exceed ten (10) days. This class period
10 shall be spent in a well-supervised study room within the school building or in an
11 In-School Suspension setting.

12
13 Teachers shall not refuse to serve a student scheduled to their class nor have the
14 authority to bar a student from their class except as provided in Florida Statutes.
15 *Amended 6/17/97*

16
17 Auth: 230.22, F.S.
18 Imple: 232.27, 232.25, and 231.09 (3), F.S.

19
20 **7.2.5 Authority of School Bus Drivers**

21
22 The principal shall delegate to the school bus driver such authority as may be
23 necessary for the control of pupils being transported to and from school, or school
24 functions, at public expense.

25
26 Any pupil who persists in disorderly conduct on a school bus shall be reported to
27 the principal by the driver of the bus. The pupil may be suspended by the principal
28 of the school he attends from being transported to and from school and school
29 functions at public expense in accordance with section 7.3.1D.
30 *Amended 6/29/93 & 7/2/96*

31
32 The school bus driver shall preserve order and good behavior on the part of all
33 pupils being transported, but he shall not suspend the transportation of or give
34 physical punishment to any pupil, or put any pupil off the bus at other than the
35 regular stop for that pupil, except by order of the parent or the principal in charge of
36 the school the pupil attends; provided, that should an emergency develop due to the
37 conduct of pupils on the bus, the bus driver may take such steps as are reasonably
38 necessary to protect the pupils on the bus.

39
40 Auth: 230.22, F.S.
41 Imple: 232.28, F.S., and SBE Regulation 6A-3.17(1)(d) 2

42
43 **7.2.6 Authority of School Principal**

44
45 The principal shall be responsible for the provision of pupil guidance and
46 counseling, including parent conferences, and also for the supervision of detention
47 procedures when such are deemed necessary by instructional personnel.

48
49 The principal shall have the authority to administer corporal punishment in
50 accordance with Board Rule 7.4 and shall have the authority to suspend a student
51 from any or all classes and assign the student to a well supervised study room
52 within the school. "In-school suspension" shall be limited to ten (10) days for any
53 one (1) infraction or instance of misbehavior. The principal also has the authority to
54 require students, as a disciplinary measure, to perform custodial services on

1 buildings or grounds. These activities shall not pose a potential source of harm to
2 the student. Such activity is specifically exempt from the provisions of the Child
3 Labor Laws in Chapter 450, Florida Statutes. *Amended 6/29/93 & 6/28/94*
4

5 If suspension of a student becomes necessary, an initial effort shall be made to
6 contact the parents and inform them of the problem before the student is suspended.
7 The procedure for suspension of students is set forth in Board Rule 7.5.1.
8

9 The Principal or his designated representative may recommend to the
10 Superintendent the expulsion of any student who has committed a serious breach of
11 conduct, including, but not limited to, willful disobedience, open defiance of
12 authority of a member of his staff, violence against persons or property, or any
13 other act which substantially disrupts the orderly conduct of school. Any
14 recommendation of expulsion shall include a detailed report by the principal or his
15 designated representative on the alternative measures taken prior to the
16 recommendation of expulsion. The procedure of expulsion of students is set forth
17 in Board Rule 7.5.3.
18

19 The Principal shall notify the appropriate school personnel of students who have
20 committed serious off-campus crimes as specified in State Statutes.
21 *Adopted 7/2/96*
22

23 The Principal or his designated representative shall include an analysis of
24 suspensions and expulsions in the annual report of school progress.
25

26 Auth: 230.22, F.S.

27 Imple: 231.085 and 232.26, F.S.
28

29 **7.2.7 Standard for Student Search and Search of Student Locker or other Storage Area**
30 *Adopted 1/18/94*
31

32 A. Florida law provides relaxed standards of search and seizure under the state
33 constitution with respect to searches of students' effects by school officials.
34 This relaxed standard of search is owing to the special relationship between
35 students and school officials and, to a limited degree, the school officials'
36 standing in loco parentis to students. Accordingly, it is the purpose of this
37 policy to provide procedures by which school officials may search the
38 students' effects within the bounds of Florida Law.
39

40 B. **Search of Student Lockers, Motor Vehicles or other Storage Areas**
41

42 (1) A principal, if he has reasonable suspicion that a prohibited or
43 illegally possessed substance or object is contained within a
44 student's locker or other storage area, may search the locker or
45 storage area. The term "storage area" as used in this policy shall
46 include bags, purses, backpacks, knapsacks, briefcases, satchels,
47 and any other item or receptacle of any kind whatsoever within
48 which an object or item may be concealed, contained or carried.
49

50 (2) The principal, if he has reasonable suspicion that a prohibited or
51 illegally possessed substance or object is contained within a motor
52 vehicle (including a motorcycle, moped or automobile) that is parked
53 on School Board property and which vehicle was driven on to the
54 property by a student enrolled in any school in the District, may

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search the motor vehicle. Provided, that the student will first be requested to unlock the motor vehicle so as to prevent damage from occurring to the motor vehicle prior to the conduct of the search. If the student refuses to voluntarily unlock the vehicle and permit the search, the school officials may forcibly enter the vehicle only if there is an emergency involving a substantial health, safety or welfare interest of a student. Absent an emergency situation, any student who fails to voluntarily unlock the vehicle shall be subject to discipline, including expulsion from school for gross defiance of a direct and authorized order issued by a school official. The Code of Student Conduct shall be deemed amended to include as a level IV offense for gross defiance of a school official's order to unlock a vehicle for the purpose of permitting a reasonable suspicion search of the vehicle on school property for illegal substances or other contraband. Additionally, the law enforcement agency with jurisdiction shall be contacted and notified of the circumstances and the refusal of the student to voluntarily permit the search.

- C. A principal, having reasonable suspicion that a prohibited or illegally possessed substance or object is contained on or about the person of a student, may search the student. Principal shall take the following action, as reasonably appropriate under the circumstances, to do the following:
 - (1) The student search shall be conducted in a private area where other students and unnecessary employees will not observe the search. Reasonable precautions, appropriate to the circumstances, shall be taken such that the dignity of the student is preserved.
 - (2) The student will be given a reasonable opportunity to voluntarily reveal and display the contents on or about the person of the student before the search is initiated, unless such opportunity would be unreasonable under the circumstances.
 - (3) The safety and security of the students, employees of the School District and the integrity of the educational program are the paramount objectives of the school system. Accordingly, school officials are authorized to take such action as is reasonably necessary to preserve such safety and security.

- D. A notice (or notices) shall be posted in each school in Osceola County, in a place obvious and readily seen by students. Said notice (or notices) shall state the following:

A student's locker, or other storage area, and motor vehicle are subject to search, upon reasonable suspicion, for prohibited or illegally possessed substances or objects.

- E. This policy shall not be construed to prohibit the use of metal detectors or specially trained animals in the course of a reasonable suspicion search authorized hereunder, nor to prohibit the use of such in random or fixed-entry stationary searches as permitted by Florida and federal law.

1 7.3 BOARD RULE ON OFFENSES - STUDENT CODE OF CONDUCT
2

3 7.3.1 In order that justice may be handled with mercy and understanding, the discretion
4 of interpretation is in all instances left to the individual teacher, assistant principal,
5 or principal to modify corrective measures suggested whenever extenuating
6 circumstances seem to be present.
7

8 When examples of misbehavior are stated in the codes of conduct that follow, they
9 are for example purposes only and are not intended to reflect a list of all possible
10 offenses. The degree and severity of the offense may justify classifying the offense
11 at a higher level than is indicated by the example. *Adopted 7/2/96*
12

13 A. Elementary Code of Student Conduct Amended 6/30/92, 6/29/93, 6/28/94,
14 6/27/95 & 11/7/95, Revised & Reformatted 7/2/96, Amended 6/17/97
15

16 **LEVEL I**
17

18 Minor misbehavior on the part of the student which impedes orderly
19 classroom procedures or interferes with the orderly operation of the school.
20

21 (1) Examples
22

- 23 a. Class disturbances
- 24
- 25 b. Dishonesty - Cheating, lying, etc.
- 26
- 27 c. Dress Code Violations
- 28
- 29 d. Failure to carry out directions (non-defiant)
- 30
- 31 e. Public display of affection
- 32
- 33 f. Profanity or abusive language, including verbal assaults or
- 34 rude gestures toward students
- 35
- 36 g. Hall violations
- 37
- 38 h. Lack of supplies
- 39
- 40 i. Infractions of school or classroom rules
- 41
- 42 j. Throwing objects
- 43
- 44 k. False accusations against classmates
- 45

46 (2) Recommended Discipline Procedure for Level I Offenses:
47

48 Immediate intervention by staff member who is supervising the
49 student or who observes the misbehavior.
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51 Repeated misbehavior indicates the need for a parent/guardian
52 conference with the teacher and/or guidance counselor and/or school
53 administrator.
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A proper and accurate record of the offense and disciplinary action is maintained by the staff member.

a. First Offense

1. Written report to parents
2. Verbal reprimand
3. Written educational assignment
4. Special assignment related to offense
5. Behavior contract
6. Correct inappropriate dress
7. Withdrawal of classroom privileges
8. Time-out area
9. Strictly supervised study
10. Loss of credit for work (for dishonesty or failure to turn in work)
11. Opportunity to secure supplies
12. Detention/Saturday detention
13. Work detail
14. Others

b. Repeated Offense

1. Additional detention
2. Withhold privileges
3. Parent notification and/or conference
4. In-school suspension
5. Corporal punishment

LEVEL II

Misbehavior of frequency or seriousness that tends to disrupt the learning climate of the school and from which educational consequences are serious enough to require corrective action on the part of administrative personnel. These infractions, which usually result from the continuation of Level I misbehaviors, require the intervention of personnel on the administrative

1 level because the execution of Level I disciplinary options has failed to
2 correct the situation.
3

4 (1) Examples
5

- 6 a. Continuation of Level I misbehaviors
- 7
- 8 b. Defiance of school personnel authority
- 9
- 10 c. Disruptive behavior
- 11
- 12 d. Disruption of the school bus
- 13
- 14 e. Insolent attitude
- 15
- 16 f. Gambling
- 17
- 18 g. Truancy or skipping class
- 19
- 20 h. Simple assault (a threat or attempt to beat another without
- 21 touching him/her)
- 22
- 23 i. Use or possession of tobacco
- 24
- 25 j. Using forged notes or excuses
- 26
- 27 k. Inappropriate printed material
- 28
- 29 l. Unauthorized use of personal alarm devices
- 30
- 31 m. Unauthorized use, possession or distribution of medication
- 32

33 (2) Recommended Discipline Procedure for Level II Offenses:
34

35 Student is referred to administrator for appropriate disciplinary
36 action.
37

38 Proper and accurate record of the offense and disciplinary action is
39 maintained by administrator.
40

41 Parents are informed. The teacher is informed of the administrator's
42 actions.
43

44 a. First Offense

- 45
- 46 1. Teacher/schedule change
- 47
- 48 2. Detention
- 49
- 50 3. Administrative reprimand
- 51
- 52 4. Behavior modification program
- 53

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- 5. Loss of credit for work (In case of dishonesty or failure to turn in work)
 - 6. Counseling
 - 7. Referral to outside agencies
 - 8. Corporal punishment
 - 9. In-school suspension
 - 10. Financial restitution
 - 11. Work detail
 - 12. Others
- b. Repeated Offenses.
- 1. Additional corporal punishment
 - 2. In-school suspension
 - 3. Work detail
 - 4. Short term out-of-school suspension (1-5 days)
 - 5. Refer to Student Services
 - 6. Behavioral contract
 - 7. Refer to Director of Exceptional Students

LEVEL III

Acts directed against persons or property but the consequences of which do not seriously endanger the health or safety of others in the school. These acts might be considered dangerous or criminal but most frequently can be handled by the disciplinary mechanism in the school. Corrective measures which the school should undertake, however, depend on the extent of the school's resources for remediating the situation in the best interest of all students.

- (1) Examples
- a. Continuation of Level II misbehaviors
 - b. Fighting (Physical conflict)
 - c. Gambling
 - d. Extortion
 - e. Possession of dangerous items or stolen property

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- f. Sex related offenses, including inappropriate printed or video material
- g. Stealing
- h. Minor vandalism
- i. Verbal or physical assault or rude gestures toward staff
- j. Assault of other students
- k. Possession or under the influence of alcoholic beverages, drugs or other controlled substances
- l. Gang related activity, apparel or appearance
- m. Violation of the Data Network Acceptable Use Policy

(2) Recommended Discipline Procedure for Level III Offenses:

Administrator initiates disciplinary action by investigating the infraction and conferring with staff on the extent of the consequences. Administrator/student/parent conference about student's misconduct and resulting disciplinary action. Proper and accurate record of offenses and disciplinary actions is maintained by administrators. Restitution of property and/or payment for damages. Consider referral to outside agencies.

- a. First Offense
 - 1. Corporal punishment
 - 2. Work detail
 - 3. Temporary removal from class
 - 4. Psychological counseling
 - 5. In-school suspension
 - 6. Short term out-of-school suspension
 - 7. Others
- b. Repeated Offenses
 - 1. Refer to Director of Exceptional Students
 - 2. Long term suspension
 - 3. Recommendation for expulsion

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LEVEL IV

Acts which result in violence to another's person or property or which pose a direct threat to the safety of others in the school. These acts are clearly criminal and are so serious that they always require administrative actions which result either in the immediate removal of the student from school, the intervention of law enforcement authorities or referral to Student Services for possible Board action.

(1) Examples

- a. Unmodified and continued Level III violations
- b. Arson
- c. Vandalism and burglary
- d. Lewd and lascivious sexual conduct
- e. False Fire Alarm - The willful and/or malicious activation of a fire alarm system or the willful and/or malicious reporting of a false fire
- f. Malicious destruction of school or personal property of staff
- g. Possession of a knife
- h. Possession of explosive material or mace
- i. Possession of electronic beepers, pagers or cellular phones
- j. Possession of handcuffs
- k. *Aggravated assault - an assault with a deadly weapon
- l. *Assault and Battery - an unlawful injury to another
- m. *Possession/use/transfer of deadly weapons, e.g., firearms, brass knuckles, or any realistic facsimiles of the above
- n. *Furnishing/selling drugs or counterfeit drugs
- o. *Bomb threats
- p. *Fraudulently summoning emergency services
- q. *False accusation of misconduct directed toward staff members
- r. *Off-campus felony charges

1 (2) Recommended Discipline Procedure for Level IV Offenses:
2

3 Administrator verifies the offense, confers with the staff involved
4 and meets with the student, allowing the student the opportunity to
5 relate his or her version of what occurred. The student is
6 immediately removed from the school environment. Parents are
7 notified. Administrator may contact law enforcement agency and
8 assist in prosecuting offender. Complete and accurate report is
9 submitted to the Superintendent for possible Board action.
10

11 *Follow procedures listed above and make recommendation for
12 expulsion.
13

14 a. First Offense

- 15 1. Out-of-school suspension
- 16 2. Recommendation for Expulsion
- 17 3. Others

18 b. Repeated Offenses

19 Recommendation for Expulsion
20
21

22 Compliance with the drug and alcohol issues in the Student Code of
23 Conduct is mandatory.
24

25 Auth: 230.22, F.S.

26 Imple: 231.09(2) ,230.2313(2)(c), 230.23(11)(c), 231.086, 232.26-
27 232.28, F.S.
28

29 B. Secondary Code of Student Conduct Amended 6/30/92, 6/29/93,
30 6/28/94, 6/27/95 & 11/7/95, Revised & Reformatted 7/2/96, Amended
31 6/17/97
32

33 **LEVEL I**

34 Minor misbehavior on the part of the student which impedes orderly
35 classroom procedures or interferes with the orderly operation of the school.
36

37 (1) Examples

- 38 a. Disruptive Behavior
 - 39 b. Dishonesty - Cheating, lying, etc.
 - 40 c. Dress Code violations
 - 41 d. Failure to carry out directions (non-defiant)
 - 42 e. Inappropriate printed material
 - 43 f. Public display of affection
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- g. Profanity or abusive language
- h. Hall violations
- i. Lack of supplies
- j. Infractions of school or classroom rules
- k. Throwing objects
- l. False accusations against classmates

(2) Recommended Discipline Procedure for Level I Offenses:

Immediate intervention by staff member who is supervising the student or who observes the misbehavior. Repeated misbehavior indicates the need for a parent/guardian conference with the teacher and/or guidance counselor and/or school administrator. A proper and accurate record of the offense and disciplinary action is maintained by the staff member.

a. First Offense

- 1. Written report to parents
- 2. Verbal reprimand
- 3. Written educational assignment
- 4. Special assignment related to offense
- 5. Behavior contract
- 6. Correct inappropriate dress
- 7. Withdrawal of classroom privileges
- 8. Time-out area
- 9. Strictly supervised study
- 10. Loss of credit for work (for dishonesty or failure to turn in work)
- 11. Opportunity to secure supplies
- 12. Detention/Saturday detention
- 13. Work Detail
- 14. Other

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- b. Repeated Offenses
 - 1. Additional detention
 - 2. Withhold privileges
 - 3. Parent notification and/or conference
 - 4. In-school suspension
 - 5. Corporal punishment
 - 6. Work detail

LEVEL II

Misbehavior of frequency or seriousness that tends to disrupt the learning climate of the school and from which educational consequences are serious enough to require corrective action on the part of administrative personnel. These infractions, which usually result from the continuation of Level I misbehaviors, require the intervention of personnel on the administrative level because the execution of Level I disciplinary options has failed to correct the situation.

- (1) Examples
 - a. Continuation of Level I misbehaviors
 - b. Defiance of school personnel authority
 - c. Disruptive classroom behavior
 - d. Disruption on the school bus
 - e. Insolent attitude
 - f. Gambling
 - g. Truancy or skipping class
 - h. Simple assault (a threat or attempt to beat another without touching him/her)
 - i. Possession or use of tobacco
 - j. Using forged notes or excuses
 - k. Unauthorized use of personal alarm devices
 - l. Unauthorized buying or selling of merchandise
 - m. Unauthorized possession, use, or distribution of medications

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(2) Recommended Discipline Procedure for Level II Offenses:

Student is referred to administrator for appropriate disciplinary action. Proper and accurate record of the offense and disciplinary action is maintained by administrator. Parents are notified. The teacher is informed of the administrators actions. Consider referral to Student Services.

a. First Offense

1. Teacher/schedule change
2. Detention
3. Administrative reprimand
4. Behavior modification program
5. Loss of credit for work (in case of dishonesty or failure to turn in work)
6. Counseling
7. Referral to outside agencies
8. Corporal punishment
9. In-school suspension
10. Financial restitution
11. Saturday School
12. Work Detail
13. Others

b. Repeated Offenses

- a. Additional corporal punishment
- b. In-school suspension
- c. Work detail
- d. Short term out-of-school suspension (1-5 days)
- e. Refer to Student Services
- f. Behavioral contract
- g. Refer to Director of Exceptional Students

1
2 **LEVEL III**
3

4 Acts directed against persons or property but the consequences of which do
5 not seriously endanger the health or safety of others in the school. These
6 acts might be considered dangerous or criminal but most frequently can be
7 handled by the disciplinary mechanism in the school. Corrective measures
8 which the school should undertake, however, depend on the extent of the
9 school's resources for remediating the situation in the best interest of all
10 students.
11

12 (1) Examples
13

- 14 a. Continuation of Level II misbehaviors
- 15
- 16 b. Fighting (physical conflict)
- 17
- 18 c. Gambling
- 19
- 20 d. Extortion
- 21
- 22 e. Possession of dangerous items or stolen property
- 23
- 24 f. Sex related offenses, including inappropriate printed or
25 video material
- 26
- 27 g. Stealing
- 28
- 29 h. Minor vandalism
- 30
- 31 i. Verbal or physical assault or rude gestures toward staff
- 32
- 33 j. Assault of other students
- 34
- 35 k. Sexual Harassment or creating a hostile environment
- 36
- 37 l. Gang related activity, apparel or appearance
- 38
- 39 m. Possession or under the influence of alcoholic beverages,
40 drugs or other controlled substances
- 41
- 42 n. Violation of the Data Network Acceptable Use Policy
43

44 (2) Recommended Discipline Procedure for Level III Offenses:
45

46 Administrator initiates disciplinary action by investigating the
47 infraction and conferring with staff on the extent of the
48 consequences. Administrator/ student/parent conference about
49 student's misconduct and resulting disciplinary action. Proper and
50 accurate record of offenses and actions is maintained by
51 administrators. Restitution of property and/or payment for damages.
52 Consider referral to outside agencies.
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- a. First Offense
 - 1. Corporal punishment
 - 2. Work Detail
 - 3. Temporary removal from class
 - 4. Psychological counseling
 - 5. In-school suspension
 - 6. Out-of-school suspension
 - 7. Referral to outside agencies
 - 8. Saturday School
 - 9. Others

- b. Repeated Offenses
 - 1. Refer to Director of Exceptional Students
 - 2. Long term suspension
 - 3. Recommendation for expulsion

LEVEL IV

Acts which result in violence to another's person or property or which pose a direct threat to the safety of others in the school. These acts are clearly dangerous or criminal and are so serious that they always require administrative actions in the immediate removal of the student from school, the intervention of law enforcement authorities or referral to Student Services for possible Board action.

(1) Examples

- a. Unmodified and continued Level III violations
- b. Arson - The willful and malicious burning or attempt to burn or destroy school system property, contents in or on the property or the personal property of others.
- c. Possession of a knife
- d. Possession of explosive materials or mace
- e. Possession of electronic beepers, pagers or cellular phones
- f. Vandalism and burglary
- g. Lewd and lascivious sexual conduct

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- h. Malicious destruction of school or personal property of staff
- i. Possession of handcuffs
- j. *Aggravated assault (an assault with a deadly weapon)
- k. *Assault and Battery (an unlawful injury to another)
- l. *Possession/use/transfer of deadly weapons, e.g., firearms, brass knuckles, or any realistic facsimiles of the above
- m. *Furnishing/selling drugs or counterfeit drugs
- n. *Bomb threats
- o. *Fraudulently summoning emergency services
- p. *False accusations of misconduct directed toward staff members
- q. *Off-campus felony charges

(2) Recommended Discipline Procedure for Level IV Offenses:

Administrator verifies the offense, confers with the staff involved and meets with the student, allowing the student the opportunity to relate his or her version of what occurred. The student is immediately removed from the school environment. Parents are notified. Administrator contacts law enforcement agency and assists in prosecuting offender. Complete and accurate report is submitted to the Superintendent for possible Board action.

*Follow procedures listed above and recommendation for expulsion.

- a. First Offense
 - 1. Out-of-school suspension
 - 2. Recommendation for Expulsion
 - 3. Others
- b. Repeated Offenses
 - Recommendation for Expulsion

Compliance with the drug or alcohol issues in the Student Code of Conduct is mandatory.

Auth: 230.22, F.S.
Imple: 231.09(2), 230.2313(2)(c), 230.23(11)(c), 231.085, 232.26-232.28, F.S.

1
2 C. Post Secondary Code of Student Conduct

Adopted 7/2/96

3
4 **LEVEL I**

5
6 Minor misbehavior on the part of the student which impedes orderly
7 classroom procedures or interferes with the orderly operation of the school.

8
9 (1) Examples

- 10
11 a. Tardiness - Excessive and/or habitual late arrival to school or
12 class
13
14 b. Absence - Excessive and/or habitual absence from school or
15 class
16
17 c. Dress Code - Non-conformity of established dress code
18
19 d. Disruptive behavior on school property or at school-
20 sponsored events.
21
22 e. Littering

23
24 (2) Recommended Discipline Procedure for Level I Offenses:

25
26 a. First Offense

- 27
28 1. Immediate intervention by the instructor or staff
29 member who observes the misbehavior.
30
31 2. Verbal Reprimand
32
33 3. Tardiness or Absence - Tardiness or absence will
34 result in a verbal or written warning from the
35 instructor.
36
37 4. Dress code violations - The instructor will counsel
38 any student whose clothing is a dress code violation
39 that is not disruptive to the educational process. The
40 instructor will direct the student to change when the
41 attire is disruptive to the educational process.

42
43 a. Second Offense

- 44
45 1. Written referral to a counselor
46
47 2. In the case of a dress code violation, the student will
48 be given a written referral to the administration. The
49 student will be sent home to obtain the appropriate
50 attire.

51
52 c. A third offense will result in moving the offense to Level II.
53
54

1
2 **LEVEL II**
3

4 Misbehavior of frequency or seriousness that tends to disrupt the learning
5 climate of the school and from which educational consequences are serious
6 enough to require corrective action on the part of administrative personnel.
7

8 (1) Examples
9

- 10 a. Continuation of Level I offenses
11
12 b. Disorderly Conduct - Conduct or behavior which interferes
13 with or disrupts the orderly process of the school
14 environment or a school function.
15
16 c. Disrespect for Others - Conduct of behavior which demeans,
17 degrades, antagonizes, humiliates, or embarrasses a person
18 or group of persons.
19
20 d. False and/or Misleading Information - Intentionally
21 providing non-valid or misleading information, or the
22 withholding of valid information to/from a school system
23 staff member.
24
25 e. Cheating - Willful or deliberate unauthorized use of the work
26 of another person for academic purposes or inappropriate
27 use of notes or other material in the completion of an
28 academic assignment or test.
29
30 f. Use of Tobacco Products
31

32 (2) Recommended Discipline Procedure for Level II Offenses:
33

- 34 a. First Offense
35
36 A written referral to the administration and parent contact (if
37 a minor), conference/warning, contract, conference with all
38 relevant persons or temporary suspension.
39
40 b. Second Offense
41
42 Written referral to the administration and possible
43 suspension.
44
45 c. Third Offense
46
47 A third offense will result in moving the offense to Level III.
48

49 **LEVEL III**
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51 Acts against persons or property but the consequences of which do not
52 seriously endanger the health or safety of others in the school.
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(1) Examples

- a. Continuation of Level II offenses
- b. Unauthorized Assembly, Publications, etc. - Demonstrations and/or petitions by students or possession and/or distribution of unauthorized publication which interfere with the orderly process of a school function.
- c. Insubordination - Refusal or failure to comply with a direction from a school staff member, failure to comply with local or state law, school rule, School Board policy or classroom rules.
- d. Repeated Misconduct of a More Serious Nature - Repeated misconduct which tends to substantially disrupt the orderly conduct of a school, school function or extracurricular/co-curricular program of activity.
- e. Reporting False Emergency - Dialing 911 in a non-emergency situation.
- 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. Possession or use of alcoholic beverages, contraband, or drugs on school property.
- 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.

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.

5
6 (1) Examples

- 7
8 a. Continuation of Level III offenses
- 9
10 b. Alcohol/Drugs - The selling or transmitting of Alcoholic
11 beverages, drugs, drug paraphernalia or any other substance
12 capable of modifying mood or behavior or the selling or
13 transmitting of substances represented to be of said nature.
- 14
15 c. Arson - The willful and malicious burning or attempt to burn
16 or destroy school system property, contents in or on the
17 property or the personal property of others.
- 18
19 d. Assault/Battery of Employees/Volunteers/students - An
20 intentional threat by word or act to do physical harm to a
21 school employee, volunteer or student coupled with an
22 apparent ability to do so or the actual reckless or intentional
23 touching or striking of a school system employee, volunteer
24 or student against his/her will.
- 25
26 e. False Fire Alarm - The willful and/or malicious activation of
27 a fire alarm system or the willful and/or malicious reporting
28 of a false fire.
- 29
30 f. Theft/Robbery - The act or attempted act of taking money,
31 property or possessions from another against his/her will
32 with or without the use of force, violence or fear.
- 33
34 g. Bomb Threats/Explosions - Any communication which has
35 the effect of threatening an explosion to do malicious,
36 destructive or bodily harm to school system property or
37 property at a school function or extracurricular/co-curricular
38 activity or the person in or on that property or attending the
39 function. This includes preparing, possessing or igniting
40 explosives including unauthorized fireworks on school
41 system property or at a school function or a
42 extracurricular/co-curricular activity.
- 43
44 h. Weapons - The possession, use or control of any dangerous
45 instrument which could be used to harm, cause injury or
46 death to another person. This may include, but is not limited
47 to, firearms, knives, clubs, explosives and other chemical
48 weapons. Weapons shall be confiscated and will not be
49 returned to the student. Possession of weapons shall be
50 reported to law enforcement authorities.
- 51
52 i. Hate crimes and language.
- 53
54 j. Pagers and cellular phones.

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k. False accusations of misconduct directed toward staff members.

l. Off-campus felony charges.

(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.

D. Student Transportation

(1) The responsibilities of pupils transported at public expense shall be as follows:

- a. To occupy the seat assigned by the driver and to refrain at all times from moving around while the bus is in motion. To observe classroom conduct(except for ordinary conversation)while getting on and off the bus, and while riding the bus. To keep hands inside the bus at all times, except in case of emergency egress.
- b. To obey the driver and to report to the school principal when instructed to do so by the driver.
- c. To warn the driver of approaching danger if there is reason to believe the driver is not aware of the danger.
- d. To be at the designated place in the morning and after school, ready to board the bus at the prescribed time. *Amended 7/23/91*
- e. To walk to the bus stop on the left side of the road, facing traffic, and to stay off the roadway at all times while waiting for the bus.
- f. To wait until the bus has come to a full stop before attempting to get on or off.
- g. To enter or leave the bus only at the front door after the bus has come to a full stop, except in case of emergency.
- h. To cross the highway, when necessary, as follows:
 - 1. Upon alighting from bus, stand at the side of the road ten (10) feet in front of the bus, within sight and hearing of the driver and wait for his signal to cross the road or proceed to the park strip.
 - 2. Upon signal from the driver, look both ways and proceed in front of the bus across the road or to the park strip.

- 1
2 i. To ride assigned bus only. Any change must be requested in
3 writing by the parent and receive written approval of the principal
4 before implementation of the requested change.
5
6 j. Students are prohibited from disembarking at other than the assigned
7 bus stop unless authorized in advance by the school administration.
8 *Adopted 7/2/96*
9

10 Auth: 230.22, F.S. Imple: 232.25, F.S.

11
12 (2) School Bus Violations
13

14 a. Definitions
15

16 Acts which distract the bus driver from giving full attention to the
17 roadway and which ultimately pose a direct threat to the safety of the
18 students riding the bus or to the safe operation of the school bus.
19

20
21 b. Examples of Violations
22

23 School Bus Safety Rules shall be distributed to students upon
24 enrollment and posted in the front of ALL school buses. Any
25 infraction shall be considered a violation.
26

27 c. Procedures
28

- 29 1. The bus driver will submit a written referral to the principal
30 whenever students violate Bus Safety Rules and fail to heed
31 the verbal warning of the Bus Driver.
32
33 2. The principal will review the reported incident with the
34 student.
35
36 3. Parents will be notified.
37
38 4. A proper and accurate record of the offense and the
39 disciplinary action will be maintained by the administrator.
40

41 d. 1st Offense
42

43 A warning, alternative action or suspension from the bus.
44

45 e. Repeated Offenses
46

- 47 1. Second offense - Warning, alternative action or bus
48 suspension.
49
50 2. Third offense - Suspension of bus riding
51 privileges/afternoon detention. Action
52 waived if parent attends a conference at
53 the school with the principal, bus driver
54 and Transportation Supervisor.

Alternative action is an administrative option for ESE Students. *Amended 6/29/93*

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- 3. Fourth 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*
- 4. Fifth offense - Ten (10) day suspension of bus riding privileges and Discipline Review Hearing for Exceptional Students. *Amended 6/30/92*
- 5. Sixth offense - Permanent revocation of bus riding privileges for remainder of the semester. If less than ten (10) days are remaining, the suspension will carry over to the next semester. *Amended 6/30/92*

7.3.2 Misbehavior

Actions by students which show disrespect for any school personnel, intimidation, fighting, violent antagonism toward classmates, or general misconduct which disrupts the learning situation, shall not be tolerated. If a situation cannot be handled by the teacher, it shall be referred to an administrator. Behavior described in this rule shall be responded to swiftly, with appropriate disciplinary action.

Auth: 230.22, F.S.
Imple: 231.09(2), 230.2313(1)(c), 230.23(11)(c), 231.085, 232.16-232.28, F.S.

7.3.3 Dangerous or Disruptive Items

- A. Any item used by a student which disrupts class order, detracts from attention to instruction, defaces school property, or in any way endangers the safety of any student, may be taken by the teacher and turned over to the principal, or held until such time as the teacher can talk to the student about the situation. Students who refuse to cooperate shall be turned over to the appropriate administrator for punishment for willful disobedience. Students shall not carry any object that is usually considered to be a weapon or any realistic facsimiles, such as a knife or other dangerous and harmful object. If the principal believes that the intent of a student is to harm another person or property, the punishment may be suspension for a period not to exceed ten (10) days until such time as the Board can rule on a request for expulsion of the student. *Amended 6/29/93 & 6/28/94*
- B. No student shall, while on the grounds or in any building owned or operated by the School Board of Osceola County, Florida, possess, carry and/or transport on or about his person or in any vehicle or other conveyance or discharge any firearm, as defined in Section 790.001(6),

1 Florida Statutes. Any student violating this policy shall be recommended to
2 the Superintendent for expulsion. In accordance with the Gun-free Schools
3 Act, any such students not currently enrolled in an Exceptional Student
4 Education program in violation of the above shall be recommended to the
5 Superintendent to be expelled from the School District of Osceola County
6 for a minimum period of one calendar year. *Adopted 6/29/93 &*
7 *Amended 6/27/95*

8
9 Auth: 230 . 23, F . S .

10 Imple: 231.09(2), 230.2313(1) (c) ,230.23(11) (c), 231.085,232.16-232.28,
11 120.53, 230.23(6),230.22(8)(c) and 120 . 57 (1), F. S .

12
13 7.3.4 Willful Disobedience

14
15 Students shall at all times show proper respect for staff members. Appropriate
16 disciplinary action shall be taken if any student willfully disobeys a staff member,
17 and shall depend upon the degree and intent of disobedience. *Amended 7/2/96*

18
19 Auth: 230.22, F.S.

20 Imple: 231.09(2),230.2313(1) (c), 230.23(11) (c), 231.085, 232.26-232.28, F.S.

21
22 7.3.5 Wearing Apparel and Accessories

23
24 The school, as a center of learning, shall provide for the development of habits and
25 attitudes conducive to acceptable wearing apparel, and good grooming. Wearing
26 apparel shall not be of the type which would detract from the primary purpose of
27 the school, which is academic instruction, nor shall accessories carried by children
28 to school be disruptive to the conduct of the school or hazardous to student welfare.

29
30 Wearing apparel which tends to identify association with secret societies as
31 prohibited in Florida Statutes shall not be worn. *Adopted 6/28/94*

32
33 Deliberate defiance of the wearing apparel and accessories dress policy established
34 by the Board shall be treated the same as willful disobedience. Cleanliness of the
35 physical persons consistent with the maintenance of good health and to avoid
36 offensiveness to others is mandatory. Wearing apparel and accessories shall be in
37 accordance with community and school standards developed with the assistance of
38 the parent advisory committee. Schools, with the involvement of the school
39 advisory council, may adopt a school uniform. Participation by students will be
40 voluntary. *Amended 11/7/95*

41
42 In Postsecondary programs, some programs may require uniforms. Continued
43 enrollment in these programs shall be contingent on the student adhering to all
44 uniform requirements and standards. *Adopted 7/2/96*

45
46 Auth: 230. 22, F. S.

47 Imple: 231.09(2), 230.2313(1)(c),230.23(11)(c), 231.085, 232.26, 232.28, F.S.

48
49 7.3.6 Public Affection

50
51 Students shall conduct themselves at all times in a responsible manner in accordance
52 with appropriate school standards. *Amended 7/2/96*

53
54 Auth: 230. 22, F. S. Imple: 231. 09 (2) and 232.25, F.S .

1
2 **7.3.7 Intoxicants, Hallucinogenic Drugs and Medications Amended 7/2/96**

- 3
4 A. Students having possession of or under the influence of intoxicating
5 beverages or drugs or combinations of drugs having hallucinatory effects at
6 any school function or on school property shall be suspended. Students
7 found to be in possession of drug paraphernalia while on school property or
8 at any school function are liable for suspension. Students found to be in
9 violation of the preceding for the second time shall be recommended to the
10 Superintendent for expulsion. Amended 7/23/91
11
12 B. The Principal shall recommend for expulsion any student found to be selling
13 or offering for sale a non-controlled substance as a controlled substance.
14
15 C. Students found to be selling, offering for sale, or giving away any
16 intoxicant, drug, controlled substance or that which is presented as a
17 controlled substance while on school property or in attendance at a school
18 function shall be recommended to the Superintendent for expulsion.
19 Amended 7/23/91 & 6/28/94
20
21 D. Students will not be allowed to possess, use or distribute medication on
22 campus without authorization of the administration. Adopted 7/2/96

23 Auth: 230.22, F.S.

24 Imple: 230.26(2) and (3), 120.57, Chapters 404 and 893, F.S.; SBR 6A-1.956.

25
26
27 **7.3.8 Use of Tobacco**

28 Students shall not be permitted to use or possess tobacco in Osceola County school
29 buildings or on school grounds.

30
31 Students may also be subject to State or Federal sanctions for smoking on school
32 premises. Adopted 7/2/96

33
34 Auth: 230.22, F.S. Imple: 231.085 and 232.25, F.S.

35
36
37 **7.3.9 Skipping and Excessive Absence (Truancy)**

38 Any student who fails to attend class and has no acceptable excuse for his absence
39 shall be considered truant and referred to the appropriate administrator for
40 punishment. Every effort should be made for the student to make up the time and
41 work missed in after-school detention. Parents shall be notified of unexcused
42 absences and of after-school detention resulting there from, in accordance with
43 Board Rule 7.2.4. No student who is required by law to attend school shall be
44 suspended for unexcused absence or truancy. Students sixteen (16) years of age or
45 older may be suspended for unexcused absence or truancy.

46
47 Auth: 230.22, F.S. Imple: 230.2313(3)(c), 232.08, 232.10, and 232.27, F.S.

48
49
50 **7.3.10 Theft and Pilfering**

51 Any student involved in the act of stealing or in possession of stolen property may
52 be suspended from school. In such cases, the attendance of parents or guardians at
53 a conference with school officials shall be requested. Thefts shall be reported to the
54

1 proper authorities. Efforts shall be made to secure reimbursement or replacement of
2 the money or items taken.

3
4 Auth: 230.22, F.S. Imple: 232.26, F.S.
5

6 **7.3.11 Blackmail and Extortion**
7

8 Any student who blackmails or otherwise threatens any person for payment of
9 money or any other consideration, may be suspended from school, and parents or
10 guardians shall be called for a conference with school officials. In such cases,
11 efforts shall be made to secure reimbursement or otherwise recover damages. The
12 appropriate law enforcement agency will be notified.
13

14 Auth: 230.22, F.S.
15 Imple: 232.26, 120.53(1), 230.23(6), and 230.33(8)(c), F.S.
16

17 **7.3.12 Profanity**
18

19 Profanity shall mean any profane, vulgar, or unnecessarily crude utterance or
20 gesture, whether directed toward a teacher or classmate, or merely done overtly.
21 Such instances shall be handled by the teacher, if possible, and referred to the
22 appropriate administrator if further action becomes necessary.
23

24 Auth: 230.22, F.S.
25 Imple: 232.26 and 232.27, F.S.
26

27 **7.3.13 Vandalism and Burglary**
28

29 Destruction of or damage to school property due to burglary or vandalism shall be
30 reported immediately to the police or sheriff's department and to the
31 Superintendent. The immediate area of the loss or damage shall be kept clear of
32 personnel, and nothing shall be moved or touched, until the proper law enforcement
33 agency has made an investigation.
34

35
36 A full and complete report of loss or damage shall be made to the Superintendent as
37 soon as possible following the investigation.
38

39 Appropriate action against any student known to have committed vandalism shall
40 include having the parents or guardians come to the school for a conference with
41 school officials and an arrangement for restitution for damage. A student eighteen
42 (18) years of age, or the parents of a minor student found guilty of damaging,
43 defacing, taking or destroying school property, either during school hours or at any
44 other time, shall be required to repay the cost of repairing the damage, and the
45 student may be subject to a penalty of suspension from school for a period up to ten
46 (10) days, and/or face expulsion from school.
47

48 Auth: 230.22, F.S.
49 Imple: 741.24, 232.26, 120.53(1), 230.23(6), 230.33(8) (c) and 120.57.(1), F.S.
50

51 **7.3.14 Arson**
52

53 Any student who deliberately sets fire or attempts to set fire to school property shall
54 be suspended for a maximum of ten (10) days or until parents or guardians can be

1 contacted for a conference with school officials and arrangements made for
2 restitution. The penalties for arson may include expulsion from school. Incidents
3 of arson shall be reported to the appropriate fire department and police officials.
4

5 Auth: 230.22, F.S.

6 Imple: 741.24, 232.26, 120.53(1), 230.23(6)230.33(8)(c), and Chapter 806, F.S.

7
8 **7.3.15 Assault and/or Battery** *Adopted 6/27/95*

9
10 A. The principal shall have the authority to suspend or recommend for
11 expulsion any student for simple assault, assault and battery, aggravated
12 assault or aggravated battery against another student.

13
14 B. The principal shall have the authority to recommend for expulsion any
15 student for simple assault, assault and battery, aggravated assault or
16 aggravated battery against any School Board employee or School Board
17 member.

18
19 The above shall include incidences which occur both on or off School
20 Board property when directed at employees of the School District of
21 Osceola County, Florida or their families.

22
23 **7.3.16 Destruction of Personal Property or Harassment of School Board Employees**

24
25 The principal shall have the authority to suspend, or to recommend for expulsion,
26 any student for disturbing or bringing harm against a teacher, Board Member, or
27 any employee of the Board; or disturbing or inflicting damage upon a home or
28 personal property of any of them; or insulting any of the aforementioned persons in
29 a public place. *Amended 6/28/94*

30
31 Auth: 230.22, F.S. Imple: 232.26, F.S.

32
33 **7.3.17 Bomb Threats**

34
35 The principal shall recommend to the Superintendent the expulsion of any student
36 conspiring to or making a report concerning the placing or planting of any bomb,
37 dynamite, or other explosive.

38
39 **7.3.18 Continued Incurigibility**

40
41 In cases where students are suspended out of school in excess of fifteen (15) days
42 per year, the principal may forward a recommendation for expulsion to the
43 Superintendent. This recommendation must contain documentation of counseling
44 activities and strategies, evidence of requests for parent conferences, review of
45 records for evidence of possible handicaps, and other interventions intended to
46 improve the student's performance in school. *Amended 6/28/94*

47
48 **7.3.19 Sexual Harassment/Hostile Environment** *Adopted 6/30/92*

49
50 Students must refrain from creating a hostile environment for their peers by
51 expressing verbal comments, sexual name calling, gesturing, spreading sexual
52 rumors or other behaviors which are intended to degrade their classmates.
53
54

1 7.3.20 Gang Related Apparel, Appearance or Activity *Adopted 6/27/95 & Amended 7/2/96*

2
3 Any student whose appearance or apparel suggests affiliation with gang
4 membership or activity may be suspended from school. Parents will be notified
5 that further offenses may result in the student's expulsion from school.
6

7 7.3.21 Native Language *Adopted 6/30/92*

8
9 Students have the right to and will not be disciplined for speaking responsibly in
10 their native language.
11

12 7.3.22 Beepers, Pagers and Cellular Phones *Adopted 7/2/96*

13
14 No student shall, while on the grounds or in any building owned or operated by the
15 School Board of Osceola County, Florida, possess, carry and/or transport on or
16 about his person any personal communication devices such as beepers, pagers and
17 cellular phones. Such devices may be built-in or kept securely locked in the
18 student's personal vehicle.
19

20 Students in postsecondary programs may receive waivers to this rule as prescribed
21 by the Director of Technical and Adult Education.
22

23 7.3.23 False Accusations of Misconduct *Adopted 6/17/97*

24
25 Students shall refrain from making intentional and willful false accusations of
26 misconduct directed toward their classmates. In the case of a false accusation, the
27 student lodging the complaint will receive the same punishment as would have been
28 received by the wrongly accused individual. The offense level may be adjusted at
29 the discretion of the principal considering misdirected staff time; damage to the
30 wrongly accused student and his/her family; and the age of the student making the
31 false accusation.
32

33 7.3.24 Legal

34
35 None of the foregoing shall be construed in such a manner as to violate any federal,
36 state or community law. Breaches of such law may be reported to appropriate non-
37 school authorities for separate prosecution.
38

39 Auth: 230.22, F.S.

40 Imple: 230.23(12), F.S.
41

42 7.4 **CORPORAL PUNISHMENT**

43
44 Corporal punishment shall be defined as the moderate use of physical force or
45 physical contact by the principal or designee as may be necessary to maintain
46 discipline or to enforce school rules. Corporal punishment shall be limited to the
47 use of the open hand, ruler or paddle as approved by the principal. It shall be
48 directed only to the student's buttocks or back of the thigh. The student shall
49 receive no more than three (3) licks for any one offense. Students shall not receive
50 corporal punishment more than once in a forty-eight (48) hour period. If a
51 discipline problem warrants corporal punishment immediately following the forty-
52 eight (48) hour period, an attempt to contact the parent/guardian should be made
53 prior to it being administered. *Amended 6/29/93*
54

1 Any student shall be exempt from corporal punishment upon request in writing
2 from the parents or guardians to the principal, prior to the time a problem arises.
3 The request shall be renewed yearly. If a parent requests exemption from corporal
4 punishment, the parent shall also agree to the child's suspension or expulsion from
5 school until the problem is solved. Parents who request exemption from corporal
6 punishment may change this decision after a conference with the principal, by a
7 statement in writing.

8
9 Any student exempted from corporal punishment due to parental request, and
10 suspended, may also be subject to expulsion.

11
12 A. The use of corporal punishment shall be approved in principle by the
13 principal before it is used and shall be in accordance with Florida Statutes.
14 *Amended 6/29/93*

15
16 B. The principal or designee may administer corporal punishment only in the
17 presence of another adult who is informed beforehand, and in the student's
18 presence, of the reason for the punishment. Corporal punishment shall be
19 limited to the use of the open hand, ruler, or paddle as approved by the
20 principal directed only to the student's buttocks or back of the thigh.
21 *Amended 6/29/93*

22
23 C. The principal or designee who has administered punishment shall make a
24 record of such punishment so that the student's parent or guardian can be
25 provided with a written explanation of the reason for the punishment and the
26 name of the other adult who was present. This record shall be filed in the
27 principal's office at the end of each school day. The Superintendent shall
28 prescribe the appropriate forms for keeping these records.
29 *Amended 6/29/93*

30
31 Nothing herein shall be construed in such a manner as to authorize the
32 violation of Federal or State law, or State Board of Education regulations.

33 34 7.5 SUSPENSION AND EXPULSION

35 36 7.5.1 Suspension

37
38 It is the policy of this Board that maintaining good discipline in all schools is
39 essential to the proper and orderly preservation of the educational and
40 extracurricular programs to all students. It is recognized that suspension is both a
41 form of punishment for misconduct and a method to ensure the orderly conduct of
42 the school programs for all students. Suspensions shall be made with due regard
43 for all these factors.

44 45 A. Length and Reasons

46
47 A principal may suspend a pupil from school for a period not to exceed ten
48 (10) days, for willful disobedience, open defiance of authority of a member
49 of the staff, use of profane or obscene language, other serious misconduct,
50 or repeated misconduct of a less serious nature; any act or conduct which
51 disrupts or tends to disrupt the orderly conduct of the school, or any other
52 conduct for which suspension or expulsion is either required or permitted
53 by the Code of Student Conduct, any other Rule of the Board, Rule of the
54 State Board of Education or Statute.

1
2 B. Exceptional Education Student
3

4 Except for the gifted, no exceptional education student may be suspended
5 for more than nine (9) days for one offense. If an exceptional student is
6 suspended, prior to the end of nine (9) days of suspension or prior to ten
7 (10) days of cumulative suspension throughout the year, an IEP meeting
8 shall be held to review the student's program and placement.
9 *Amended 7/23/91*

10
11 A profoundly handicapped, trainable mentally handicapped, or autistic child
12 shall not be suspended until an IEP review has been held to review the
13 behavior which has caused the school to recommend such suspension.
14 Such review should include at a minimum the principal or designee,
15 exceptional student education administrator or designee, Resource
16 Compliance Specialist, a district Behavioral Analyst, the child's teacher, and
17 the child's parent. *Adopted 6/30/92*
18

19 C. Unexcused Absences or Truancy
20

21 No student who is required by law to attend school may be suspended for
22 unexcused absences or truancy.
23

24 D. Semester and Grade Period Tests
25

26 Semester and grade period tests missed during any period of suspension
27 may be made up.
28

29 E. Procedure
30

31 (1) Prior to suspension, a good faith effort shall be made by the
32 principal or his designated representative to employ parental
33 assistance or other alternative measures to suspension, except in the
34 case of emergency or disruptive conditions which require immediate
35 suspension or in the case of a serious breach of conduct. A serious
36 breach of conduct is hereby defined as any Level IV offense as set
37 forth in the Code of Student Conduct, and any other act or conduct
38 for which suspension or expulsion is required by any other Rule of
39 this Board, Rule of the State Board of Education, or Statute.
40

41 (2) Prior to suspending a pupil for any length of time, the principal shall
42 give to the pupil an oral or written charge against him and, if the
43 pupil denies the charge, an explanation of the evidence supporting
44 the charge and an opportunity for the pupil to present his side of the
45 story. There shall not necessarily be any period of delay between
46 the time notice is given to the pupil and the informal investigation
47 required by this paragraph, nor shall the pupil necessarily be given
48 the opportunity to secure legal counsel, confront or cross-examine
49 witnesses to verify his version of the incident. However, the
50 principal may exercise his discretion in the interest of fairness and
51 justice by summoning the accuser, permitting informal cross-
52 examination and allowing the pupil to present his own witnesses in
53 cases where there are serious disputes of material facts and
54 arguments about cause and effect. The student shall be given an

1 opportunity to respond to the charges and the evidence, explain his
2 actions, and bring to the attention of the principal any additional
3 information. The principal shall specifically inform the student of
4 these rights. *Amended 6/29/93*

5
6 (3) Following an informal investigation, the principal, at the request of
7 the student's parents, may convene an informal hearing and offer the
8 student an opportunity to question and cross-examine witnesses,
9 and present testimony and further evidence. *Amended 6/29/93*

10
11 (4) A principal is not required to hold an informal hearing prior to
12 suspending a student for ten (10) days or less if the student's
13 presence poses a continuing danger to persons or property, or if the
14 student represents an ongoing threat of disrupting the educational
15 process. In such cases, the notice and informal hearing shall be
16 provided as soon thereafter as is practicable. *Amended 6/29/93*

17
18 F. Felony Charges

19
20 Suspension proceedings may be initiated, in accordance with Florida
21 Statutes, against any student who is formally charged with a felony by a
22 proper prosecuting attorney for an incident which allegedly occurred on
23 property other than public school property, if that incident is shown, in an
24 administrative hearing with notice provided to the parent or legal guardian or
25 custodian of such pupil by the principal of the school to have an adverse
26 impact on the educational program, discipline or welfare in the school in
27 which the pupil is enrolled. The student may face alternative placement or
28 suspension until the determination of guilt or innocence, or dismissal of the
29 charge is made by a court of competent jurisdiction. The hearing officer
30 shall make a decision regarding suspension or non-suspension during the
31 time prior to the official sentencing of the student. If the student is found
32 guilty of a felony, measures may be taken in accordance with Florida
33 Statutes. *Amended 6/29/93, 6/28/94, & 6/27/95*

34
35 G. Controlled Substances

36
37 (1) Any pupil who is subject to discipline or expulsion for unlawful
38 possession or use of any substance controlled under Chapter 893,
39 F.S. may be entitled to a waiver of the discipline or expulsion if he
40 divulges information leading to the arrest and conviction of the
41 person who supplied such controlled substance to him.
42 *Amended 6/29/93*

43
44 (2) Any pupil subject to discipline or expulsion for unlawful possession
45 or use of any substance controlled under Chapter 893, F.S., may
46 receive a waiver of the discipline or expulsion if the pupil commits
47 himself, or is referred by the court in lieu of sentence, to a state-
48 licensed drug abuse program and successfully completes the
49 program.

50
51 (3) When a student is formally charged with a felony by a proper
52 prosecuting attorney for the unlawful possession, sale, or use of any
53 substance controlled under Chapter 893, F.S. the principal shall, in
54 accordance with Section 232.26 (2) F.S., conduct an administrative

1 hearing for the purpose of determining his or her guilt. Proper
2 procedures shall be followed by the principal in instituting and
3 conducting the administrative hearing; however, the School Board
4 may, upon written approval of the Commissioner, utilize its own
5 hearing policy in lieu of this rule.
6

- 7 H. If a suspension is assigned, the principal shall immediately notify the
8 Superintendent and the suspended student's parents or guardians by
9 telephone or in writing within 24 hours of the action taken and the reasons
10 for the suspension.
11

12 Auth: 230.22, F.S.

13 Imple: 120.53(1), 230.23(6), 230.33(8)(c), and 232.26, F.S.
14

15 7.5.2 Expulsion 16

- 17 A. Expulsion From School *Amended 6/29/93 & 6/17/97*
18

19 Expulsion from school shall be authorized only by the School Board. If a
20 principal requests expulsion of a student from school, a written request shall
21 be sent to the Superintendent. The principal may recommend to the
22 Superintendent that a student's suspension be extended by the
23 Superintendent until the next administrative hearing regarding expulsion
24 recommendations. The Superintendent in turn shall notify the parents or
25 guardians in writing of the charge against the pupil, including the rule
26 violated and pupil's alleged conduct. The parents or guardians, and the
27 student, shall be informed of their right to request a hearing before the
28 School Board regarding the expulsion recommendation. They shall also be
29 informed of their right to obtain legal counsel at no cost to the School
30 Board, to call and examine or cross-examine witnesses, to introduce
31 evidence and to submit rebuttal evidence. If no hearing is requested, the
32 expulsion recommendation shall be placed on the consent agenda of the next
33 possible meeting of the School Board. If the parents or guardians or
34 student request a hearing, notice shall be given of such meeting according to
35 Florida Statutes. Any hearing that is conducted at parent or guardian or
36 student request must be a closed hearing, as provided in the Administrative
37 Procedures Act, 120.57(2), Florida Statutes, unless an open hearing is
38 requested by the parents, guardians or student. At the hearing the pupil may
39 be represented by his parents or guardians or by counsel, and all parties
40 may introduce and examine evidence, call and examine or cross-examine
41 witnesses, and submit rebuttal evidence. The rules of evidence observed by
42 courts shall not be applicable. Any party may, at his own expense, have the
43 right to record and have transcribed the proceedings of the entire hearing.
44 The decision of the Board shall be based solely upon evidence presented at
45 the hearing, and a copy of the findings of fact and the decision of the Board
46 shall be furnished to the pupil in writing.
47

48 School staff will have the authority to confiscate forbidden items which
49 would be used as evidence in an expulsion recommendation and later
50 returned to the parent/guardian.
51

52 Controlled substances will be handled in accordance with Florida Statutes
53 and other applicable laws and regulations.
54

1 B. Exceptional Education Student *Adopted 7/23/91*

2
3 In accordance with State Board Rules, when an exceptional (nongifted)
4 student's behavior could warrant expulsion consistent with the District's
5 policies, the following provisions shall apply:

- 6
7 (1) A staffing committee shall meet to determine whether the misconduct
8 is a manifestation of the handicap and to determine the
9 appropriateness of the student's current education placement. The
10 membership of the staffing committee shall be in accordance with
11 State Board Rules. *Amended 6/29/93*
- 12
13 (2) If the misconduct is a manifestation of the student's handicap, then
14 the student may not be expelled; however, a review of the
15 individual educational plan shall be conducted and other alternatives
16 considered.
- 17
18 (3) If the misconduct is not a manifestation of the student's handicap,
19 then the student may be expelled; however, any change in
20 placement shall not result in a complete cessation of special
21 education and related services.
- 22
23 (4) A suspension of an exceptional education student shall not be
24 extended beyond nine (9) days. If the district believes that an
25 exceptional education student should be kept out of his or her
26 educational program for greater than nine (9) days to ensure the
27 safety of that student and others, the district shall seek an injunction
28 from the district or federal court to that effect. *Adopted 6/29/93*
29 *Amended 6/28/94*

30
31 Any recommendation for the expulsion of a handicapped student shall be
32 made in accordance with the rules promulgated by the State Board of
33 Education.

34
35 C. Withdrawal From School *Amended 12/15/92*

- 36
37 1. If a student withdraws from school before the expulsion
38 recommendation is heard by the Board, the recommendation may be
39 held in abeyance until the end of the recommended period of
40 expulsion. If the student re-enters any Osceola County Public
41 school during the recommended period of expulsion, the
42 recommendation for expulsion may be presented to the Board at the
43 first meeting date that falls ten (10) days after the date of enrollment.
- 44
45 2. Upon the recommendation of the Superintendent, the expulsion
46 hearing for a student accused of a serious breach of the Code of
47 Student Conduct, including but not limited to violence against staff
48 members and other students, sale of drugs on campus, or weapons
49 violations may be referred to the School Board for action regardless
50 of the student's enrollment status.
- 51
52
53
54

1 D. Withdrawal in Lieu of Expulsion

2
3 If district personnel offer withdrawal from school as an alternative to
4 expulsion, they shall inform parents, guardians and/or students of the right
5 to a hearing to review and challenge the recommendation for expulsion and
6 of the corresponding rights which accompany the right to the hearing. At
7 that time, parents shall also be provided with information regarding their
8 obligation to home instruct their child if he or she is withdrawn from school
9 and the student is of mandatory school age. *Adopted 6/29/93*

10
11 E. Returning to School

12
13 A student returning to school after an expulsion or recommendation for
14 expulsion shall be placed on a Behavior Contract for a period of time (not to
15 exceed one school year) as designated by the principal of the school in
16 which said student enrolls. *Amended 6/30/92*

17
18 Auth: 230. 22, F. S.

19 Imple: 230.23(6)(c), 232.26, 230.33(8)(c), and 120.57(1), F.S.

Table of Contents

Chapter 8

School Food Service

<u>Section</u>	<u>Title</u>	<u>Page</u>
8.1	RESPONSIBILITIES OF THE BOARD.....	8-1
8.2	DIRECTOR OF SCHOOL FOOD SERVICE.....	8-1
8.3	PRINCIPALS	8-2
8.4	SCHOOL FOOD SERVICE MANAGER.....	8-2
8.5	SCHOOL FOOD SERVICE PERSONNEL	8-2
8.6	PERSONNEL PRACTICES	8-2
8.7	OPERATING RULES.....	8-5
8.8	CUSTODIAL DUTIES RELATING TO SCHOOL FOOD SERVICE	8-8
8.9	SANITATION AND SAFETY	8-8
8.10	EXTRACURRICULAR USE OF THE SCHOOL FOOD SERVICE DEPARTMENT.....	8-8
8.11	FINANCE	8-9



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 staff
6 of Osceola County Schools, it shall be the responsibility of the Board to:

- 7
8 A. Provide facilities and materials in all departments.
9
10 B. Secure and make bid awards for all items specified by State Board
11 Regulations.
12
13 C. Assure that all foods purchased will conform to the Federal Food, Drug and
14 Cosmetic Act, the Meat Inspection Act, and any regulations of the State of
15 Florida relating to the specific item being purchased.
16
17 D. Provide an adequate supervisory staff at the District level for the
18 administration of the program, and adequate clerical and secretarial help for
19 the centralized system.
20
21 E. Submit to the State Department of Education all required reports, requested
22 information, agreements, and applications for federal reimbursement and
23 commodities.
24
25 F. Provide for audits of all records at the schools and the central office, as
26 required by law and State Board regulations.
27
28 G. Assure a nutritionally adequate and nonprofit School Food Service Program
29 by providing sufficient funds.
30
31 H. Prohibit the operation of any public lunch program under a fee, concession,
32 or contract agreement with a food service management company, or under a
33 similar agreement.
34
35 I. Make facilities and materials available during disaster or emergencies in
36 schools designated as disaster centers.

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 the
46 obligations assumed by the School Board of Osceola County, Florida and the
47 Superintendent. These responsibilities and duties shall include:

- 48
49 A. Organization, promotion and program development.
50
51 B. Food supply, preparation and service.
52
53 C. Personnel direction.
54

1 D. Use of plant space, facilities and equipment.

2
3 E. Educational opportunities.

4
5 Auth: 230.22, F.S.

6 Imple: 230.33(6)(j) and 228.195(3), F.S.; and SBE Regulations 6A-7.42(2)(e),
7 6A-7.45, and 6A-7.46

8
9 8.3 PRINCIPALS

10
11 The principal shall cooperate with the Director of School Food Services in
12 administering and operating an adequate School Food Service Program in
13 compliance with federal and state laws, State Board Regulations, and the School
14 Board of Osceola County Rules.

15
16 The principal shall be responsible for the assessment of the School Food Service
17 Manager. *Adopted 6/28/94*

18
19 Auth: 230.22, F.S.

20 Imple: 228.195(3), F.S. and SBE Regulation 6A-7.42(3).

21
22 8.4 SCHOOL FOOD SERVICE MANAGER

23
24 The School Food Service Manager shall be under the administrative supervision of
25 the principal and with the technical support of the Director of School Food
26 Services. The Manager shall be responsible for the efficient and satisfactory
27 operation of the department, following procedures and regulations of the District
28 Food Service Program. Specific duties of the Manager shall be listed in the School
29 Food Service Handbook. *Amended 6/30/92*

30
31 Auth: 230.22, F.S.

32 Imple: 228.195(3), F.S., and SBE Regulation 6A-7.40, 6A-7.41, 6A-7.42(2), and
33 6A-7.46(3)

34
35 8.5 SCHOOL FOOD SERVICE PERSONNEL

36
37 All other School Food Service Personnel are directly responsible to the Manager for
38 the performance of their assigned duties. Major responsibilities shall be listed in the
39 School Food Service Handbook.

40
41 Auth: 230.22, F.S.

42 Imple: 228.195(3), F.S.

43
44 8.6 PERSONNEL PRACTICES

45
46 8.6.1 Applications and Appointments

47
48 Persons desiring employment with School Food Service shall file applications with
49 the District Personnel Office. All new employees shall be appointed on a trial basis
50 for a ninety (90) calendar day period.

51
52 The Director of School Food Services shall present a list of qualified applicants for
53 any vacant managerial position to the principal for his consideration, and in turn the

1 principal in conjunction with the Director of Food Service shall submit the choice to
2 the Superintendent and the School Board.

3
4
5 **8.6.2 Drug Testing**

6 All new employees will be required to take a drug screening test effective October
7 1, 1989.

8
9
10 Prior to being recommended for employment by the Superintendent, each applicant
11 shall be required to submit a urine sample for a screening test. If the screening
12 shows the presence of an illegal drug, the sample shall be then tested by the GCMS
13 method.

14
15 No prospective employee will be hired if the results of the drug screening test
16 indicates the presence of an illegal drug, regardless of the frequency or occasion.
17 Provided, however, the prospective employee may request a waiver if he/she can
18 show a valid prescription for the drug, issued by a licensed medical practitioner or
19 can provide evidence that the drug was purchased pursuant to the provisions of
20 Section 893.08, Florida Statutes. The Superintendent or his designee shall verify
21 the validity of the prescription or compliance with the provisions of Section 893.08,
22 and consider the request in light of the extent, duration and frequency of use of the
23 drug; the underlying cause for use of the drug; and any other considerations
24 relevant to the performance of the requirements of the position applied for. The
25 Superintendent's decision on any request for waiver shall be final.

26
27 The term 'illegal drug' as used in this rule shall mean, any drug listed or defined as
28 a 'controlled substance' by Chapter 893, Florida Statutes.

29
30 Applicants whose results are positive on the drug screening test may not reapply for
31 employment until one (1) year after the date the sample was given.

32 Please note the following related to who is to be tested and confidentiality of testing:

- 33
34
35 A. Employees returning from a Board approved leave of absence or sabbatical
36 will not be tested.
- 37
38 B. Prospective employees will not begin work until the results are returned.
39 (Substitute employees will be available in emergency situations.)
- 40
41 C. The successful applicant from all employee groups (Administration,
42 Instructional, and Non-Instructional) will be tested as well as Adult
43 Education teachers and substitutes. Other personnel who have contact with
44 students as determined by the Personnel Department will be tested.
- 45
46 D. Test results are confidential medical records.
- 47
48 E. We have no plans to recommend random drug testing of current employees.

49
50 Auth: 230.22, F.S.

51 Imple: 228.195, 230.23(5) and 230.33(7), F.S.

1 8.6.3 Qualifications for Employment
2

3 All individuals applying for a food service position shall, at the time of their
4 appointment, meet the qualifications required in the established job description for
5 that position.
6

7 8.6.4 Procedures for School Food Service Employees *Amended 6/28/94*
8

9 School Food Service employees shall be employed for the number of days
10 established by the District salary schedule. At the discretion of the Director of
11 School Food Service some staff will be assigned additional time to open and close
12 the department. *Amended 6/30/92*
13

14 School Food Service Managers shall be employed for the hours established by the
15 salary schedule. The particular number of hours worked by employees shall be
16 established by the Manager based on the current staffing formula.
17

18 Auth: 230.22, F.S.

19 Imple: 228.195, 230.23 (5) and 230.33(7), F.S; and SBE Regulation 6A-7.46(3)
20

21 8.6.5 Personal Health and Hygiene Requirements
22

23 All personnel shall comply with the provisions of the Florida Sanitary Code and the
24 guidelines of the School Food Service Handbook. All new employees of the
25 School Board within the ninety (90) day probationary period and all food service
26 employees returning from extended leave of one (1) year shall have a tuberculin skin
27 test or at their own expense a chest x-ray.
28

29 Auth: 230.22, F.S.

30 Imple: 228.195(3) and 230.23 (5), F.S.
31

32 8.6.6 Work Habits and Work Schedules
33

34 Employees shall maintain good working habits and follow work schedules as
35 established by the manager and described in the School Food Service Handbook.
36

37 Auth: 230.22, F.S.

38 Imple: 228.195 (3) and 230.23 (5), F.S.
39

40 8.6.7 Student Assistants *Amended 6/29/93 & 6/28/94*
41

42 Students may work in kitchen areas with the consent of the parent(s), teacher(s),
43 principal, and manager. Students under the age of fifteen shall not be around, nor
44 operate, power equipment, dishwashers, slicers, stoves or work in the
45 cooler/freezer areas. In addition, elementary students may not work on hot food
46 serving lines.
47

48 Students engaged in Culinary Arts Training may, as a part of their instructional
49 program, be assigned to different areas of the Food Service Program for on site
50 training.
51

52 Students shall not be required to work as a condition to receive free or reduced
53 meals. All personal health and hygiene standards required of adult workers shall be
54 observed by student helpers. As compensation for their services, students

1 employed may be given a lunch. All regulations of child labor laws shall be strictly
2 followed regardless of the student's grade level.

3
4 Prior to any students being assigned to work in the kitchen area of a school, the
5 school food service manager, the principal and the Director of Food Service, shall
6 determine the procedures to be used.

7
8 **8.7 OPERATING RULES**

9
10 **8.7.1 Equipment** *Amended 6/29/93*

11
12 The Board shall furnish and equip new departments, provide additional equipment
13 for expansion, and pay all utility costs.

14
15 Expendable and nonexpendable equipment at each school shall be replaced during
16 the school year by the School Food Service Department at each school from regular
17 operating funds when available and shall follow specifications developed by the
18 Director of the School Food Service.

19
20 At the end of each school year, inventories of expendable and nonexpendable
21 equipment shall be completed. No School Food Service equipment shall be taken
22 from the premises, except that for school-related use or by non-profit organizations.
23 The group must first contact the manager for permission. The manager will initiate
24 the proper form listing the equipment to be used and obtain the principal's signature
25 and approval. If borrowed equipment is damaged or not returned, it shall be
26 repaired or replaced by the borrower.

27
28 Auth: 230.22, F.S.

29 Imple: 228.195(3) and SBE Regulation 6A-7.42(2)

30
31 **8.7.2 Commodities**

32
33 Commodities shall not be sold, traded, taken home or otherwise utilized except in
34 plate-lunch programs. They shall not be used for PTA refreshments, special meals,
35 school benefits dinners, or similar affairs. Accurate records shall be maintained on
36 commodities in school storerooms.

37
38 Some commodities may be used by home economics teachers for laboratory
39 instruction. The home economics teacher shall requisition commodities from the
40 School Food Service Manager at least ten (10) days in advance. A copy of the
41 requisition should be sent to the Director of School Food Service. (Refer to the
42 current Florida School Food Service Program Requirements for the latest
43 requirements of the USDA Commodity Program.)

44
45 Auth: 230.22, F.S.

46 Imple: 228.195, F.S., and SBE Regulations 6A-7.41 and 6A-7.42(2)

47
48 **8.7.3 Lunch Prices**

49
50 **A. Sale Prices** *Amended 6/29/93 & 6/28/94*

51
52 Sale prices for the School Food Service Program shall be established by the
53 Board, subject to change due to food price fluctuations and commodities
54 available. The Food Service Departments in the District shall participate in

1 the National School Lunch Program and serve Type A lunches priced as a
2 unit. In addition, schools may have a la carte offerings with per-unit
3 pricing.
4

5 B. Economically Needy Children *Amended 6/29/93*
6

7 Children who meet the criteria for support under the guidelines of Federal
8 Regulations Title VII, Part 245, shall be supplied a lunch without cost or at
9 a reduced price.
10

11 Using the current income eligibility scale or recommendations of a key
12 person such as the pupil's teacher, counselor, School Food Service
13 Manager or personnel of the Welfare Department, the principal may initiate
14 an application. A file of all economically needy lunch applications shall be
15 maintained in the Director of Food Service's office. All applications shall
16 be kept on file for three (3) years and until the appropriate audit is
17 performed, then authorization for disposal may be requested.
18

19 C. Left-over Foods *Amended 6/29/93*
20

21 Left-over foods, including both purchased foods and commodities, shall not
22 be taken from the School Food Service Department, but shall be stored for
23 future use. Left-over perishable food shall be served as "seconds" to
24 children, or scrapped. Careful planning shall be practiced at all times to
25 minimize overproduction.
26

27 D. Sale of Additional Foods *Amended 6/29/93*
28

29 Sale of any food or beverage items in elementary schools other than by the
30 food service program is prohibited. In elementary and middle schools when
31 the Food Service Department sells additional foods and drinks, these must
32 meet the nutritional needs of the pupils.
33

34 The sale of food and beverage items in competition with the district food
35 service program may be permitted in middle and high schools only, with the
36 approval of the school board, one hour following the close of the last lunch
37 period provided they comply with existing federal and state regulations.
38

39 Sale of foods after the student day is permitted at all levels with permission
40 of the principal.
41

42 Sale of food items in all schools shall be in compliance with applicable
43 accreditation standards.
44

45 E. Adult Lunches
46

47 No adult meals shall be given free, except for School Food Service
48 personnel. Adults in a school on official business at lunch time may, upon
49 payment of the established price, eat in the School Food Service
50 Department. Relatives of School Food Service personnel shall not be
51 regular customers in the cafeteria. Every guest or his host shall pay for
52 meals eaten in the lunchroom. Parents may make occasional visits to the
53 School Food Service Program. This privilege may be exercised by having
54 parents visit on special days, or as individuals, to become acquainted with

1 the program. The principal shall see that this privilege is not abused, as the
2 School Food Service Program is not in competition with commercial
3 establishments. Adults may buy a la carte items at the current adopted
4 prices.

5
6 Auth: 230.22, F.S.

7 Imple: 228.195(3), 230.2313, 231.085(5); and SBE Regulations 6A-7.40, 6A-
8 7.41, and 6A-7.42(2)

9
10
11 **8.7.4 Field Trips and Special Events**

12 It will be the responsibility of the principal to see that the manager is informed at
13 least two (2) weeks prior to any field trip or event where the students will not be
14 eating a school lunch.

15
16 Any teacher requesting packed lunches must do so a minimum of two (2) weeks
17 prior to the date needed. A count of the actual number to be packed must be given
18 to the manager the day before they are needed. The requester will be responsible
19 for providing payment for the packed lunches the day before the event

20
21 Economically needy children will be provided a packed lunch without cost or at a
22 reduced price. *Adopted 6/29/93*

23
24
25 **8.8.5 Operating Procedures**

26
27 **A. Discipline**

28 Discipline in the dining room or cafeteria shall be the responsibility of the
29 adult in charge, and the principal. School Food Service employees shall not
30 be responsible for discipline.

31
32
33 **B. Keys**

34 Delivery personnel and maintenance staff may be temporarily issued a key
35 only when authorized by the principal. Only the manager and food service
36 director shall have keys to the food storage areas; except where the principal
37 is required to have access to a electrical breaker box for safety reasons.
38 *Amended 6/30/92*

39
40
41 **C. Unauthorized Personnel in the Food Preparation Area *Amended 6/29/93***

42 The principal shall prevent the entry of unauthorized persons in food
43 preparation areas. An unauthorized person shall be anyone other than the
44 School Food Service staff, the principal, and school personnel on official
45 business.

46
47 Teachers shall be served from the serving line, and may not enter the
48 kitchen for special service.

49
50 Relatives of School Food Service employees shall not be authorized to enter
51 the food preparation area, or granted privileges denied others.

1 D. Student Lunch Period Restrictions

2
3 Students are not permitted to bring soft drinks into the cafeterias during the
4 lunch hours.

5
6 High school students who have permission to leave campus for lunch will
7 consume their lunch off campus. It is not to be brought back onto campus
8 for consumption.

9
10 E. The principal will be responsible for having a staff member take daily
11 temperature readings of the walk-in refrigerator and freezer during holidays
12 and the summer. The form for this procedure will be provided by the Food
13 Service Director. The forms must be returned to the Food Service
14 Director's office at the end of each holiday and summer break.

15
16 Auth: 230.22, F.S.

17 Imple: 228.195(3), 232.25, 231.085(5), F.S.; and SBE Regulations 6A-7.42(2)
18 and 6A-7.41.

19
20 8.8 CUSTODIAL DUTIES RELATING TO SCHOOL FOOD SERVICE

21
22 At the beginning of the year, the principal shall assign regular dining room cleaning
23 duties to the custodian(s). The School Food Service Manager shall be informed of
24 the cleaning schedule. *Amended 6/29/93*

25
26 Auth: 230.22, F.S.

27 Imple: 228.195(3) and 231.085, F.S.

28
29 8.9 SANITATION AND SAFETY

30
31 School Food Service Programs shall meet the same state and local sanitary
32 standards required of any food-handling establishment. The Osceola County
33 Health Department may make a routine inspection of each department. EACH
34 MANAGER MUST THEREFORE READ AND APPLY THE CURRENT
35 REVISED BULLETIN 33-F, ENTITLED "SANITATION AND SAFETY FOR
36 CHILD FEEDING PROGRAMS".

37
38 Auth: 230.22, F.S.

39 Imple: 228.195(3), F.S., and SBE Regulation 6A-7.42(2)

40
41 8.10 EXTRACURRICULAR USE OF THE SCHOOL FOOD SERVICE
42 DEPARTMENT *Amended 6/29/93*

43
44 Any organization desiring the use of the School Food Service Department shall
45 make arrangements through the principal and Manager well in advance of the
46 function. The use of facilities shall be subject to School Board Rule 3.12.

47
48 The School Food Service Manager, or someone from the food service staff, shall
49 be present at any time the kitchen facilities are used by an organization. This
50 individual shall be paid at an hourly rate established by the Board.

51
52 The School Food Service Department shall be left in the condition in which it was
53 found. The sponsor or teacher in charge shall be responsible for all damages and
54 any replacements which have to be made. School Food Service Managers shall

1 cooperate with Red Cross and Civil Defense officials in case of emergencies.
2 When School Food Service kitchens are used for such emergencies, they shall be
3 left in the same condition as they were found, and all damages repaired or items
4 replaced.

5 Auth: 230.22, F.S.

6 Imple: 228.195(3) and 230.23(12), F.S.

7
8
9 8.11 FINANCE

10 The approved money-collection system is cashiering through the line. Checks
11 SHALL NOT be accepted by cashiers. Managers shall be responsible for daily
12 deposits. No monies shall be left in the department overnight.

13
14 Any loss or theft of records, cash, or goods shall be reported immediately to the
15 principal, Director and Superintendent. *Amended 6/28/94*

16
17 Auth: 230.22, F.S.

18 Imple: 228.195(3) and 237.01, F.S.

19
20

Table of Contents

Chapter 9

Administrative Personnel

<u>Section</u>	<u>Title</u>	<u>Page</u>
9.1	EMPLOYMENT PRACTICES.....	9-1
9.2	EMPLOYMENT CONDITIONS.....	9-7
9.3	LEAVES OF ABSENCE.....	9-10
9.4	BENEFITS AND DUTIES.....	9-22

1 **9.0 ADMINISTRATIVE PERSONNEL**

2
3
4 **9.1 EMPLOYMENT PRACTICES**

5
6 **9.1.1 Definition of Administrative Personnel**

7
8 Administrative personnel is comprised of the Superintendent, Assistant
9 Superintendents, Executive Directors, Directors, Coordinators, Principals,
10 Assistant Principals, and those persons who may be employed as professional
11 administrative assistants to the Superintendent or to the principal, but do not include
12 secretarial, clerical or other office assistants. *Amended 6/30/92*

13
14 Auth: 230.22, F.S. Imple: 230.23(5), F.S.

15
16 **9.1.2 Recruitment, Selection, and Appointment**

17
18 **A. Personnel Philosophy**

19
20 In order to secure quality educational leadership for the children of Osceola
21 County, the School Board shall strive to acquire administrative personnel
22 who possess the following attributes:

- 23
24 (1) A high degree of competency in their area of specialization.
25
26 (2) Good physical health.
27
28 (3) Healthy social attitudes.
29
30 (4) Good mental health.
31
32 (5) A high degree of dedication to doing their utmost for children.
33
34 (6) Staunch adherence, active as well as passive, to the conviction that
35 each child is valuable and should be treated in such a manner as to
36 develop to the fullest degree possible his potential and talents.
37
38 (7) A desire to cooperate and work with other personnel for the
39 betterment of operation procedures.
40
41 (8) A profound and vital respect for the teaching profession and the
42 nation, state and community it serves.

43
44 **B. Qualifications of Administrative Personnel**

- 45
46 (1) To be eligible for appointment in any position in the School District
47 of Osceola County, a person shall be of good moral character and
48 shall when required by law, hold a certificate or license issued under
49 regulations of the State Board of Education, Section 231.02, Florida
50 Statutes.
51
52 (2) No person shall be employed as administrator who has not had three
53 (3) or more years of experience in his area of specialization, and has
54 not attained the age of twenty-three (23) years. In addition, no

1 person shall be employed as a Principal, Assistant Principal, or any
2 instructional administrator at the district level who has not had three
3 (3) or more years of experience in an instructional position. This
4 requirement may be waived by the Board upon the recommendation
5 of the Superintendent, except in the case of the Board's appointment
6 of principals, or for the office of Superintendent. *Amended 6/30/92*
7

8 (3) All employees requiring certification shall be certified in the area in
9 which their major assignment is made. The Superintendent shall
10 approve any exceptions and report such to the Board.
11

12 (4) Florida Statutes 876.05 requires all persons who are on the payroll
13 of the School District to take an oath to support the Constitution of
14 the United States and of the State of Florida. The oath, as amended
15 by the United States Supreme Court, is included in the Appendix to
16 these Rules.
17

18 (5) All employees not under the Teacher Retirement System are required
19 to become members of the Florida Retirement System. All
20 employees belonging to the Florida Retirement System must
21 contribute to Social Security.
22

23 (6) All employees must complete a W-4 form to authorize proper
24 withholding of monies for income tax purposes.
25

26 (7) All new employees will be required to take a drug test effective
27 October 1, 1989.
28

29 a. Prior to being recommended for employment by the
30 Superintendent, each applicant shall be required to submit a
31 urine sample for a screening test. If screening shows the
32 presence of an illegal drug, the sample shall be then tested by
33 the GCMS method.
34

35 b. No prospective employee will be hired if the results of the
36 drug screening test indicates the presence of an illegal drug,
37 regardless of the frequency or occasion. However, the
38 prospective employee may request a waiver if he/she can
39 show a valid prescription for the drug, issued by a licensed
40 medical practitioner or if he/she can provide evidence that the
41 drug was purchased pursuant to the provisions of Section
42 893.08, Florida Statutes. The Superintendent or his
43 designee shall verify the validity of the prescription or
44 compliance with the provisions of Section 893.08, and
45 consider the request in light of the extent, duration and
46 frequency of use of the drug; the underlying cause for use of
47 the drug; and any other considerations relevant to the
48 performance requirements of the position for which applied.
49

50 The Superintendent's decision on any request for waiver
51 shall be final.
52
53

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- c. The term "illegal drug" as used in this rule shall mean, any drug listed or defined as a "controlled substance" by Chapter 893, Florida Statutes. *Amended 6/30/92*
- d. Applicants whose results are positive on the drug screening test may not reapply for employment until one (1) year after the date the sample was given.
- e. Please note the following related to whom is to be tested and confidentiality of testing:
 - 1. Employees returning from a Board approved leave of absence or sabbatical will not be tested.
 - 2. Prospective employees will not begin work until the results are returned. (Substitute employees will be available in emergency situations.)
 - 3. The successful applicant from all employee groups (Administration, Instructional, and Professional Support Staff) will be tested as well as Adult Education teachers and substitutes. Other personnel who have contact with students as determined by the Personnel Department will be tested.
 - 4. Test results are confidential medical records.
- f. The full cost of drug screening for all new administrative employees shall be paid by the employee. *Amended 9/17/91*

(8) Fingerprint Processing

All prospective employees and former employees with a break in service of ninety (90) or more days shall upon employment or re employment file a complete set of fingerprints taken by an authorized law enforcement officer or an employee of the School District who is trained to take fingerprints. These fingerprints shall be submitted to the Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

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

1 All prospective employees and former employees with a break in
2 service of ninety (90) or more days will pay the full cost for
3 processing of fingerprints with the Florida Department of Law
4 Enforcement and the Federal Bureau of Investigation.

5
6 The Superintendent shall develop procedures to implement
7 fingerprint processing of employees in accordance with this Rule
8 and Florida Statutes.

- 9
10 (9) Applicants shall provide true and accurate information on the
11 application form when applying for a position. If inaccurate
12 information is given, and discovered by the School District during
13 the applicant's probationary period, the applicant may not be
14 considered for employment until one (1) year after the date of the
15 application.

16
17 Any employee who is discovered to have given inaccurate,
18 incomplete or false information on the application form shall be
19 considered for disciplinary action up to and including termination.

20
21 Auth: 231.001 & 231.02, F.S.

22
23 C. Employment Procedures - Administrative

24
25 (1) Statutory - Record of Personnel

26
27 For the purpose of improving the quality of administrative services,
28 the Superintendent shall establish procedures for the performance of
29 duties and responsibilities of administrative personnel as provided in
30 subsection (2) of Section 231.29, Florida Statutes, and shall open
31 the assessment file only to those individuals designated in
32 subsection (3) of Section 231.29, Florida Statutes.

33
34 (2) Application Forms

35
36 Application forms for administrative positions may be obtained from
37 the Superintendent's Office. The completed application shall be
38 given to the Superintendent or his designee.

39
40 (3) Personnel Interviews and Application Procedures

41
42 The Superintendent shall be expected to recommend for
43 administrative positions only the best qualified candidates from as
44 large a list as possible of eligible persons.

45
46 In accordance with State Statutes, all school based administrative
47 positions must be filled utilizing the Board approved HRMD Plan
48 for application and interview processes.

49
50 (4) Disposition of Application

51
52 An applicant who has been appointed by the Board shall be notified
53 in writing of the appointment and shall be given a period not to
54 exceed fifteen (15) days to accept or reject the appointment.

1
2 Auth: 230.22, F.S.
3 Imple: 231.02, 230.23(5), 231.03, 231.031, 231.15-231.17, 121.051, 876.05,
4 230.33(7), 231.29(2) and (3), F.S.
5

6 9.1.3 Certification
7

8 A. General Information
9

10 It is the responsibility of the employee to secure a valid certificate, where
11 required. Application forms may be secured from the Superintendent's
12 office. All certificate applications should be processed through the District
13 contact for certification in order to receive priority attention from the
14 Certification Section of the State Department of Education.
15

16 When there is a change in name, the name shall be changed on the certificate
17 and the new certificate recorded in the Superintendent's office before any
18 records may be changed.
19

20 This shall be done by sending the old certificate and the appropriate form
21 and fee to the Certification Section, State Department of Education,
22 Tallahassee, Florida. Each member of the administrative staff holding a
23 certificate shall file it with the Superintendent immediately upon receipt
24 thereof.
25

26 All new administrative employees will pay the full cost of processing
27 fingerprints with the Florida Department of Law Enforcement and the FBI.
28

29 B. Extension of Certificate
30

31 The extension of teaching certificates shall be made in accordance with the
32 provisions of Section 231.24, Florida Statutes, and State Board Regulation
33 6A-4.04 and shall be a responsibility shared between the individual and the
34 State Department of Education. Inservice training may be used to extend a
35 certificate.
36

37 Auth: 230.22, F.S.
38 Imple: 231.02 and 231.24, F.S.; and SBE Regulations 6A-4.02, 6A-1.69,
39 and 6A-4.05
40

41 9.1.4 Health Certificates
42

43 All employees of the Board shall have a tuberculin skin test or, at their own
44 expense, a chest X-Ray on the initial date of employment or within sixty (60) days
45 after employment begins. Additional tuberculin tests may be required at the
46 Superintendent's discretion.
47

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

50 9.1.5 Assignments and Transfers
51

52 The School Board shall act on recommendations of the Superintendent regarding
53 transfer and promotion of any employee. Assignments shall be based on the

1 qualifications of the employee and the requirements of the position to which he
2 would be transferred.

3
4 Auth: 230.22, F.S. Imple: 230.23(5), F.S.

5
6 9.1.6 Contracts

7
8 The School Board shall provide written contracts for all administrative personnel.
9 The contract shall be in accordance with the salary schedule adopted by the School
10 Board and shall be in writing for definite amounts for definite terms of service, and
11 shall specify the number of monthly payments to be made. All such contracts shall
12 be executed in duplicate and true signature copy retained by the Board in the office
13 of the Superintendent. The School Board is prohibited from paying any salary to
14 any member of the administrative staff, except when this provision has been
15 observed. The Board cannot enter into a contract with the prospective employee
16 until the employee has a valid Florida certificate, where required. However, if an
17 application for a certificate has been filed through the District contact for
18 certification, with the necessary attachments, a contract may be issued on the basis
19 of a State Department of Education number assignment on the SDE Official Receipt
20 and Acknowledgment form on the status report sent to the District contact person
21 each month. If, after the second pay period since employment began, a valid
22 certificate is not presented to the District office, further checks may be withheld.

23
24 A. Return to Annual Contract Status

25
26 Any administrative employee under continuing contract may be dismissed or
27 returned to annual contract status after due process, as provided in Board
28 Rule 10.2.

29
30 B. The Necessity to Choose Between Personnel on Continuing Contract

31
32 Should the Board have to reduce personnel due to consolidation, the criteria
33 for determining which employees on continuing contract shall remain shall
34 be based on the conditions set forth in Section 231.36, subsection (5),
35 Florida Statutes, and the Board shall follow those procedures set forth in
36 Board Rule 10.1.

37
38 C. Administrative Contracts

39
40 Each administrator shall be issued an administrative contract in accordance
41 with Florida Statutes.

42
43 Auth: 230.22, F.S.
44 Imple: 231.36, 120.53(1) and 120.57-120.59, F.S.

45
46 9.1.7 Suspension and Dismissal

47
48 Suspension or dismissal of administrative employees shall follow those procedures
49 contained in Board Rule 10.3, except that the Superintendent may suspend
50 administrative employees in an emergency in accordance with provisions of Section
51 230.33, subsection (7)(e), Florida Statutes.

1 Unethical use or administration of test materials may constitute a violation of
2 Florida Statutes 228.301, Test Security, and may result in fines, imprisonment,
3 and/or dismissal of involved employees.
4

5 Auth: 230.22, F.S.

6 Imple: 230.33 (7) (e), 120.57-120.59, 231.085 (2), and 231.36(6), F.S.

7
8 **9.1.8 Resignations and Terminations**

9
10 **A. Resignation**

11 All administrative personnel requesting to be released from their contract
12 shall submit a letter in writing, giving reason and effective date, to their
13 immediate superior, who shall forward the letter with a recommendation to
14 the Superintendent for Board consideration.
15

16
17 **B. Release from Contract**

18 Any employee who shall violate the terms of his contract by leaving his
19 position without first being released from his contract by the Board shall be
20 reported to the Educational Practices Commission. The Board shall take
21 official action on such violation and furnish a copy of the proceedings to the
22 Certification Section of the State Department of Education in accordance
23 with Section 231.36, subsection (2), Florida Statutes.
24

25
26 **C. Release from Appointment**

27 The Board shall not feel obligated to release an employee from contractual
28 obligations unless sufficient notice is given for appointment of a
29 replacement. Moreover, such release shall not be made if it would be to the
30 detriment of the school and the educational welfare of the children.
31

32 Auth: 230.22, F.S.

33 Imple: 231.36 (2), F.S.
34
35

36 **9.2 EMPLOYMENT CONDITIONS**

37
38 **9.2.1 A. Working Day**

39 The minimum administrative employee working day, and the conditions
40 involving the particular responsibilities assigned, shall be determined by the
41 Superintendent.
42

43 With the approval of the Superintendent, the administrative department
44 heads and principals shall designate working schedules for employees under
45 their supervision which will best meet the needs of the school district.
46

47
48 **B. Year's Service**

49 The minimum time which may be recognized as a year of service shall be at
50 least one (1) day more than half of the number of work days required in the
51 year.
52
53

1 C. A copy of the employee's social security card must be in the personnel file
2 before starting employment.
3

4 Auth: 230.22, F.S.

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

7 9.2.2 Vacations
8

9 Administrative personnel shall accumulate vacation as follows:
10

11 A. One (1) day for each month of employment for those employed by the Board
12 for less than five (5) active service years.
13

14 B. One and one-half (1-1/2) days per month of employment per year for those
15 employed five (5) active service years or more by the Board.
16

17 C. Earned vacation leave shall be credited at the end of the month. An
18 employee earning pay for at least seventy-five percent (75%) of the
19 workdays in the month shall be treated as earning benefits for a month of
20 employment.
21

22 D. At the time of retirement or separation of employment unused vacation leave
23 shall be paid as terminal leave pay. Employees in positions earning vacation
24 leave who transfer or are assigned to positions which do not earn vacation
25 leave may receive payment for unused vacation at time of transfer or
26 reassignment.
27

28 E. Vacation shall not be taken until it is earned; however 50% of the annually
29 earned vacation must be used annually.
30

31 F. The Christmas vacation period, other than legal holidays during this period,
32 shall be a part of the vacation period, unless the employee is actually on
33 duty.
34

35 G. Vacation time shall be scheduled with the approval of the Superintendent or
36 Supervisor so that there will be a minimum of disruption in the operation of
37 the school system. *Amended 7/23/91*
38

39 Auth: 230.22, F.S.

40 Imple: 230.23(5), F.S.
41

42 9.2.3 Temporary Duty Assignment Of Employees
43

44 When mutually agreed upon, employees may be assigned to be temporarily absent
45 from their regular duties and places of employment for the purpose of performing
46 other education services, including participation in school surveys, professional
47 meetings, study courses, workshops, etc. Such assignment to temporary duty shall
48 ordinarily be initiated by the District administration, but an employee may request
49 assignment to temporary duty, subject to the approval of the Superintendent.
50 Employees shall receive their regular pay and may be allowed expenses as provided
51 in Board Rule 2.4.8. Such temporary duty shall be considered equal to the regular
52 duties of the individual, and employees performing such assigned duties shall not
53 be considered to be on leave. Employees may not be assigned for temporary duty

1 for the purpose of earning college credits, improving rank or renewing certificates,
2 except when participating in a staff development program approved by the Board.

3
4 Auth: 230.22, F.S.

5 Imple: SBE Regulation 6A-1.84 and 231.42, F.S.

6
7 9.2.4 Evaluations

8
9 For the purpose of improving the quality of instructional, administrative and
10 supervisory services in the public schools of the state, the Superintendent shall
11 establish procedures for assessing the performance of duties and responsibilities of
12 administrative and supervisory employees of the District and for the proper record
13 keeping of the same, in accordance with Section 231.29, subsection (2) of the
14 Florida Statutes.

15
16 Auth: 230.22, F.S.

17 Imple: 231.29(2), F.S.

18
19 9.2.5 Assessment File

20
21 The assessment file of each employee shall be open to inspection only by the
22 School Board, the Superintendent, the Principal, the employee, and such other
23 persons as the employee or the Superintendent may authorize in writing, in
24 accordance with Section 231.29, subsection (3), Florida Statutes.

25
26 Auth: 230.22, F.S.

27 Imple: 231.29(3), F.S.

28
29 9.2.6 Professional Organizations

30
31 Administrative employees are encouraged to participate in the activities and
32 meetings of professional organizations related to their assignments and in which
33 they hold membership. These organizations may be local, state or national in
34 scope. Payroll deductions for membership dues shall be authorized by the
35 employee, upon approval of the Superintendent.

36
37 Auth: 230.22, F.S.

38 Imple: 231.42, F.S.

39
40 9.2.7 Workers' Compensation

41
42 All employees of the Board are entitled to benefits of Workers' Compensation when
43 qualified as prescribed under Florida Law. The employee shall receive his regular
44 salary less workers' compensation payments while on illness-in-line-of-duty leave.

45
46 Auth: 230.22, F.S.

47 Imple: 231.39, F.S.

48
49 9.2.8 Pallbearer

50
51 The Superintendent, head of a department, or a principal shall have the authority to
52 allow any employee to act as a pallbearer.

53
54 Auth: 231.22, F.S.

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

1
2 9.2.9 Residence
3

4 Administrative personnel employed by the Board are encouraged, but not required,
5 to live in Osceola County. Living out of the county does not exempt the
6 administrator in any way from his duties.
7

8 Auth: 230. 22, F.S. Imple: 230 . 23 (5), F.S.
9

10 9.2.10 Required Medical Examinations *Adopted 6/29/93*
11

12 In the event any employee is unable to perform the essential functions of the job
13 notwithstanding attempts to provide reasonable accommodations, then the School
14 District shall have the right to require a physical, medical and/or psychological
15 examination at any time conditions indicate the need. Any examination required by
16 the School District shall be at the School District's expense. An employee who
17 refuses a physical, medical and/or psychological examination when the School
18 District directs the examination may be subject to job action; including, but not
19 limited to suspension or dismissal for insubordination.
20

21 9.3 LEAVES OF ABSENCE
22

23 A. During the school year, when it is necessary to be absent from duty, any
24 administrative employee may secure leaves of absence as prescribed by law,
25 pursuant to rules of the Board. Any such leave shall be classified as one of
26 the following:
27

- 28 (1) Illness-in-line-of-duty leave (without pay)
- 29 (2) Maternity leave (without pay)
- 30 (3) Military leave (without pay)
- 31 (4) Personal leave (without pay beyond the six [6] charged to sick
32 leave)
- 33 (5) Professional leave (with pay)
- 34 (6) Extended professional leave ((without pay)
- 35 (7) Sabbatical leave (with pay)
- 36 (8) Sick leave (with pay)
- 37 (9) Vacation (with pay)
- 38 (10) Adoptive leave (without pay)
- 39 (11) Jury Duty leave (with pay)
- 40 (12) Witness leave (with pay)

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52 Auth: 230.22, F.S. Imple: 230.23(5), F.S.
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1 B. Family Medical Leave Adopted 6/28/94

2
3 The School District of Osceola County offers up to twelve (12) weeks of
4 job-protected leave to eligible employees as mandated in The Family and
5 Medical Leave Act of 1993.
6

- 7 (1). In order to be eligible, an employee must have been employed by the
8 District for a minimum of one year and worked a minimum of 1250
9 hours over the previous twelve (12) months.
10
11 a. All available sick and annual leave must be used prior to
12 receiving leave under this policy. The twelve (12) weeks of
13 available Family Medical Leave shall be reduced by the
14 number of sick and annual leave days available.
15
16 b. Application for Family Medical Leave should be made at
17 least thirty (30) days in advance when the leave is
18 foreseeable.
19
20 c. When the leave is for a serious health condition, the District
21 may require medical certification.
22
23 1. The District reserves the right to require a second or
24 third medical opinion.
25
26 2. When the employee is ready to return to work, the
27 District may require a fitness-for-duty report.
28
29 (2) A maximum of twelve (12) weeks during a twelve (12) month
30 period may be requested under this policy.
31
32 (3) Leave may be granted for any of the following reasons:
33
34 a. To care for a child after birth.
35
36 b. To care for a child upon adoption.
37
38 c. To care for a foster child.
39
40 d. To care for a spouse, son, daughter, or parent who has a
41 serious health condition.
42
43 e. To seek medical care for a condition that renders the
44 employee unable to perform assigned job responsibilities.
45
46 (4) Job Benefits and Employment Rights
47
48 a. While on Family Medical Leave, the Board will continue to
49 provide health coverage for the employee. The employee
50 will be responsible for any required premium payments.
51
52 b. Upon return to work, the employee will be placed in the
53 position held prior to the leave, if available. If the previous

1 position is not available, the employee will be placed in a
2 similar position, if available.
3

4 **9.3.1 Authority for Leave**
5

6 The granting of leave shall be at the discretion of the Board, except as provided by
7 law. The Superintendent may grant leaves according to Board Rule. When leave is
8 granted, it shall be with or without pay as provided by law and Board rule, and
9 shall be permitted only when the operation of schools may be protected against
10 undue interruption because of the absence of employees. *Amended 7/23/91*
11

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

17 Auth: 230.22, F.S. Imple: 231.39, F.S.
18

19 **9.3.2 Advance Granting of Leave**
20

21 Leave shall be officially granted in advance and not retroactively. However,
22 supervisors may approve leave for sickness or emergencies retroactively if a prompt
23 request is made to the proper authority. *Amended 6/30/92*
24

25 Auth: 230.22, F.S. Imple: 231.39, F.S.
26

27 **9.3.3 Purpose Specified**
28

29 Leave granted on the request of an employee shall be for a particular purpose or
30 cause which shall be sent forth in a written application. The Board reserves the
31 right to determine that the leave is used for the purpose or cause set forth in the
32 application. If not so used as specified, the leave may be subject to cancellation by
33 the Board.
34

35 Auth: 230.22, F.S. Imple: 231.39, F.S.
36

37 **9.3.4 Illness-in-Line-of-Duty Leave**
38

39 Any administrative employee shall be entitled to a maximum of ten (10) days per
40 school year of illness-in-line-of-duty leave when absence from his duties is
41 necessary because of personal injury received in the discharge of duty or because of
42 illness from a contagious or infectious disease contacted in school work.
43 Requirements for such leave are found in Section 231.41, Florida Statutes.
44

45 Auth: 230.22, F.S. Imple: 231.41, F.S.
46

47 **9.3.5 Maternity Leave**
48

49 Maternity leave shall be granted for absence necessary by reason of pregnancy and
50 child birth. Sick leave may be granted for maternity leave, to the extent of an
51 employee's eligibility for sick leave, at the option of the employee.
52

53 Auth: 230.22, F.S.
54 Imple: 231.39(s) 231.40, F.S.

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9.3.6 Adoptive Leave

Any administrative employee adopting a child shall be entitled to adoptive leave without pay not to exceed one (1) year.

Auth: 230.22, F.S.
Imple: 231.39 and 115.07, F.S.

9.3.7 Military Leave

Military leave shall be granted without pay, except as provided by Section 115.07, Florida Statutes, to employees who are required to serve in the Armed Forces of the United States or of this state, in fulfillment of obligations incurred under Selective Service laws or because of membership in reserves of the Armed Forces or National Guard. At the termination of this service, employees must make application for re-employment within six (6) months following the date of discharge or release from active duty. The School Board shall have a period not to exceed six (6) months, to reassign the employee to duty in the school system. Military leave shall not be counted as years of service toward a continuing contract.

Auth: 230.22, F.S.
Imple: 231.39 and 115.07, F.S.

9.3.8 Personal Leave

A. Administrative employees may be granted personal leave without pay by the Superintendent or Supervisor as follows:

All personal leave shall have prior approval of the Supervisor; otherwise, the person is subject to dismissal. Such requests shall be submitted to the Supervisor at least one (1) week prior to the starting date of leave, except in case of emergency. *Amended 7/23/91*

B. An administrative employee may be absent for six (6) days each school year with pay for personal reasons. Such absences shall be charged only to accrued sick leave, and leave for personal reasons shall be noncumulative. Applications for such leave shall be approved in the same manner as for sick leave except that no reason need be given by the employee for personal leave with pay other than "personal reason".

C. An employee on personal leave without pay may not receive holiday pay unless he works the day before and the day after the holiday.

Auth: 230.22, F.S. Imple: 231.43, F.S.

9.3.9 Professional Leave

Professional leave is defined as leave granted to an administrative employee to engage in activities which will result in his professional benefit or advancement, including earning of college credits and degrees, or that will contribute to the profession of teaching. Professional leave will ordinarily be initiated by the employee and will be primarily for his benefit, or that of the teaching profession, and only incidentally for the benefit of the School District.

1
2 The School Board may grant any member of the administrative staff three (3)
3 consecutive weeks' professional leave during any fiscal year with compensation
4 when school is not in session. Professional leave shall be cumulative for not more
5 than two (2) years and shall receive the prior approval of the Superintendent.
6

7 Auth: 230.22, F.S. Imple: 231.3(1), F.S. and SBE Regulation 6A-1.81
8

9 **9.3.10 Sabbatical Leave**

10
11 Sabbatical leave for study or research may be granted to administrative employees
12 by the Board upon recommendations of the Superintendent. Such leave shall be
13 granted under the following conditions:
14

- 15 A. Sabbatical leave shall be in recognition of significant service to the District
16 for the purpose of encouraging scholarly achievement which contributed to
17 the professional effectiveness of the members of the staff and the value of
18 their subsequent service to the School District.
19
20 B. A sabbatical leave may be granted for one (1) full year.
21
22 C. An administrator on sabbatical leave shall be given compensation of half pay
23 for such leave, as provided by the Board in accordance with Section
24 231.29, subsection (1), Florida Statutes.
25
26 D. The penalty for breaking the sabbatical leave contract shall involve either:
27
28 (1) The Administrator's refunding any salary received during his
29 sabbatical leave or
30
31 (2) The Administrator's paying the Board's incurred cost for collecting
32 said monies.
33

34 **Term of Leave**

35
36 Sabbatical leave may be granted for one (1) full year at half (1/2) pay.
37

38 **Applicable Period**

39
40 Applications for sabbatical leave, including a plan of study must be submitted to the
41 Superintendent during the period of February 1 through March 31, preceding the
42 year for which the leave is granted. Applicants will be notified no later than April
43 20 as to the disposition of their applications.
44

45 **Review of Sabbatical Leave Requests**

46
47 A sabbatical committee consisting of three (3) administrators appointed by the
48 Superintendent shall serve as a screening committee. This committee shall submit a
49 list in priority order to the Superintendent of their recommendations. The
50 committee shall consider the following criteria in making their recommendations to
51 the Superintendent.
52

53 Is the sabbatical leave for the purpose of developing skills for:

- 54 (1) a new position

- 1
2 (2) his or her existing position, or
3
4 (3) transfer into another existing position?
5

6 Eligibility
7

8 In order to be eligible for sabbatical leave an administrator must have completed
9 four (4) years of service as an administrator in Osceola District Schools.
10

11 Returning From Sabbatical
12

13 Upon termination of the sabbatical leave, the returnee shall return to an
14 administrative position in the district for which he is qualified and expected to be
15 available for two (2) years service as recommended by the Superintendent.
16

17 Penalties
18

- 19 A. The penalty for failure to return to employment after sabbatical leave shall
20 be:
21
22 (1) The administrator's refunding all salaries received during his
23 sabbatical leave, and
24
25 (2) The administrator's paying all costs and fees incurred by the Board
26 for collecting such monies.
27
28 B. The penalty for failure to be available for employment the second year after
29 returning from sabbatical leave shall be:
30
31 (1) The administrator's refunding one-half (1/2) of all salaries received
32 during such leave, and
33
34 (2) The administrator's paying all costs and fees incurred by the Board
35 for collecting such monies.
36
37 C. These penalties shall be imposed by the Superintendent unless waived by
38 the Board for specific, clearly documented hardship cases.
39

40 9.3.11 Educational Expenses
41

42 In lieu of sabbatical leave, the School Board may approve school expenses for an
43 administrator in an approved degree program, for an amount not to exceed that
44 which the administrator would have earned during regular sabbatical leave.
45

46 Auth: 230.22, F.S

47 Imple: 231.39, F.S, SBE Regulation 6A-1.81
48

49 9.3.12 Sick Leave
50

51 Any administrative employee of the District who is unable to perform his duty
52 because of personal illness, or because of the illness or death of a father, mother,
53 brother, sister, husband, wife, child, or other close relative or member of his own
54 family (as defined by the Internal Revenue Service publication, Your Federal

1 Income Tax),and who consequently has to be absent from work, shall be granted
2 leave of absence by the Superintendent or by someone designed in writing by him
3 to do so. The following provisions shall govern sick leave:
4

5 A. Each administrative employee employed on a full-time basis shall be entitled
6 to one (1) day of sick leave for each month of employment to be credited at
7 the end of the month. An employee earning pay for at least seventy-five
8 percent (75%) of the workdays in the month shall be treated as earning
9 benefits for a month of employment.

10
11 B. Terminal Pay for Accumulated Sick Leave *Amended 6/27/95 & 6/17/97*

12
13 (1) For those persons employed by the District prior to July 1, 1995 the
14 following applies:
15

16 The Superintendent and any administrative employees eligible to
17 retire as an employee of the School Board, or his/her beneficiary if
18 service is terminated by death, and retirees returning to active
19 employment shall be entitled to payment for accumulated sick leave
20 as follows:
21

- 22 a. During the first 3 years of service, the daily rate of pay
23 multiplied by 35 percent times the number of days of
24 accumulated sick leave.
25
26 b. During the next 3 years of service, the daily rate of pay
27 multiplied by 40 percent times the number of days of
28 accumulated sick leave.
29
30 c. During the next 3 years of service, the daily rate of pay
31 multiplied by 45 percent times the number of days of
32 accumulated sick leave.
33
34 d. During the next 3 years of service, the daily rate of pay
35 multiplied by 50 percent times the number of days of
36 accumulated sick leave.
37
38 e. During and after the 13th year of service, the daily rate of
39 pay multiplied by 100 percent times the number of days of
40 accumulated sick leave.

41
42 It is the intent of this section to clarify the policy that was in effect
43 on July 1, 1995.
44

45 (2) For those persons employed by the School Board on or after July 1,
46 1995 the following applies:
47

48 The Superintendent and any administrative employee eligible to
49 retire as an employee of the School Board, or his/her beneficiary if
50 service is terminated by death, and retirees returning to active
51 employment shall be entitled to payment for the maximum
52 accumulated sick leave allowed by law at time of termination.
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(3) Years of service shall mean the number of years as an employee of the School Board of Osceola County, Florida.

(4) Payment shall be made at the current daily rate of pay.

Auth: 231.001 & 231.40(3)(a), F.S.

C. Any administrative employee shall, before claiming and receiving compensation for the time absent from his/her duties while on sick leave, make and file by the end of the school month following his return, a written certificate to the Superintendent, which shall set forth the day or days of absence, indicating that such leave was necessary and that he is or is not entitled to receive pay in accordance with the sick leave policy.

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

D. Absence because of illness beyond accumulated sick leave is considered personal leave.

E. Sick leave may be taken for maternity disability as provided herein and in the Board Rule 9.3.5.

F. The total unused portion of the annual sick leave shall be permitted to accumulate indefinitely.

G. Personnel formerly employed in Osceola District Schools shall have any accumulated sick leave reinstated upon reemployment. The reinstated leave shall be reduced only to the extent that the number of days used in another district exceeds the number earned in that district.

H. Employees' Voluntary Sick Leave Bank

(1) Membership

Any full-time employee of the Board, having been employed by the School Board for at least one (1) year and having at least ten (10) days accrued sick leave by the end of September of each year (inclusive of four [4] days sick leave advanced), may enroll in the sick leave bank by voluntarily contributing one (1) sick leave day to the Bank. The enrollment shall be opened each year during the months of September and February only. Employees on leave returning to service may join the Bank within ten (10) days of their employment if they meet all other criteria.

a. Enrollment must be made on the prescribed form furnished by the Personnel Department.

b. Any sick leave day contributed pursuant to this section shall be removed from the personally accumulated sick leave balance of that employee and shall not be returned except as provided in section (9).

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c. Membership in the Sick Leave Bank shall be continuous from the initial enrollment until an individual member has withdrawn from the plan or has drawn the maximum allowed from the Bank (see [6d]).

(2) Establishment And Duration

a. The Sick Leave Bank will not come into existence until at least 20% of the total number of employees eligible to join the pool elect to do so and will remain in existence unless the participation drops below 20% of the number of employees eligible. The Board shall provide for the establishment of a Sick Leave Bank no later than February 1, 1986.

b. In the event the Sick Leave Bank is discontinued, distribution of remaining sick leave days will be in accordance with section 9 below.

(3) Replenishment Contributions

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

(4) Administration And Governance

a. A Personnel Department Committee will administer the Sick Leave Bank and will determine the validity of claims against the Bank.

b. The Personnel Department will make available on annual report of usage of the Bank to the School Board and to participating members.

c. Appeals shall be handled by the Superintendent who will establish a five member Appeals Committee, representative of both Association and management for the purpose of settling any dispute arising from claims against the Bank. The Committee will be comprised of two members appointed from the OCTA appointed by the President and two members appointed by the Superintendent, and one Professional Support Staff employee mutually agreed upon by the Association President and the Superintendent. This Appeals Committee shall be the final authority on all disputes or interpretation involving eligibility for benefits.

(5) Eligibility

In the event of a serious personal illness, accident of injury of which the employee has no control, causing a participating employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

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- a. All accumulated sick leave of the employee must first be expended, followed by a leave, not charged to sick; of five (5) work days per incident.
- b. Applications must be made to the Personnel Department including a statement from a doctor attesting to the member's extended illness, accident or injury. The statement must certify:
 - 1. The nature of the illness, accident or injury.
 - 2. That in the event of an operation, it is absolutely necessary and could not be reasonably be delayed until a break in the employee's duty schedule.
 - 3. The probable date the member would be able to return to work.
- c. Application must also provide permission to investigate medical records and other information needed for review or appeal.
- d. A participating member shall not be eligible to use sick leave from the Bank if the employee is on leave for injury or illness in the line of duty, worker's compensation, or on medical retirement.

(6) Benefits *Amended 6/30/92*

- a. All cases will be reviewed by the Sick Leave Bank Approval Committee when each twentieth (20th) day of benefits has been reached up to the maximum amount allowable. At this time, the Committee may request additional medical certification. Also, at this time, any sick leave which may have been accrued by the participant must then be used before resumption of drawing from the Sick Leave Bank.
- b. Upon approval of application, a member will be allowed to draw up to a maximum of forty (40) paid sick leave days from the Bank, provided there remain sufficient leave days in the Bank.
- c. The employee shall not have to pay back in any manner the number of days used from the Sick Leave Bank except as outlined in Section (7) below.
- d. In the event a member draws from the Sick Leave Bank, that individual membership shall be suspended from the Bank membership after drawing all days authorized from the Bank. Such individuals may reinstate membership by meeting qualifications in section (1) above.

1 (7) Participation Abuse

2
3 Alleged abuse of the Sick Leave Bank shall be investigated by the
4 Personnel Department. If an employee is found to have abused the
5 use of the Sick Leave Bank, the employee shall repay all sick leave
6 credited (in dollars) drawn from the Sick Leave Bank and, after
7 review by the Appeals Committee, be subject to such other
8 disciplinary action as determined by the School Board.
9

10 (8) Withdrawal From Participation

11
12 Any participating employee who wishes to withdraw from
13 participation in the Sick Leave Bank may do so and withdrawal will
14 be effective immediately upon receipt by the Personnel Department
15 of written notification of the employee's intent to withdraw. Any
16 previously contributed sick leave will become the property of the
17 Sick Leave Bank.
18

19 (9) Discontinuance Of Sick Leave Bank

20
21 If it becomes necessary to terminate the Sick Leave Bank, unused
22 sick leave in the Bank will be distributed in the following manner:
23

- 24 a. Each member will receive an equal share of the unused days
25 to be credited to his personal accumulated sick leave account
26 in fourths of a day.
27
28 b. Any balance left will be disposed of at the sole discretion of
29 the Board.
30
31 c. In no instance will the days credited back to members be
32 greater than the number remaining in the Bank.
33
34 d. Any member joining this Sick Leave Bank acknowledges
35 that the limits of liability for any challenge to the Appeals
36 Committee's decision is limited to the number of days the
37 individual contributed to the Bank.
38

39 Auth: 230.22, F.S.
40 Imple: 231.29 and 231.40, F.S.
41

42 9.3.13 Unauthorized Leave

43
44 All absence of Board employees from duty for good reason shall be covered by
45 leave duly authorized. An employee willfully absent from duty without leave shall
46 forfeit compensation for the time of such absence and be subject to discharge and
47 forfeiture of tenure and all other rights and privileges as provided by law. If an
48 employee granted leave fails to return to duty at the termination of the leave, his
49 employment shall be subject to cancellation by the School Board.
50

51 Auth: 230.33, F.S.
52 Imple: SBE Regulation 6A-1.77, and 231.39, 231.44, and 231.48, F.S.
53
54

1 9.3.14 Jury Duty Leave Amended 6/27/95

2
3 An employee shall be authorized to be absent from assigned duties, and shall
4 receive his regular salary plus court fees while serving as a juror in any court case.
5 If notice of jury duty is received, the Principal or Supervisor should be immediately
6 notified in writing. Amended 7/23/91

7
8 In the event that the employee is excused from further attendance, the employee
9 shall return to his place of assignment as expeditiously as possible. Leave forms
10 will show adjustment.

11
12 9.3.15 Witness Leave

13
14 An employee of the Board may be absent from assigned duties and shall receive his
15 regular salary, plus any witness fees, while serving as a witness in any court case
16 or other legal or administrative proceeding under the following conditions:

- 17
18 A. That the person has been subpoenaed by the court or agency having
19 subpoena powers.
20
21 B. That the employee shall submit a copy of the subpoena or letter from either
22 attorney in the case to the Superintendent.

23
24 In the event that the employee is excused from further attendance, the
25 employee shall return to his place of assignment as expeditiously as
26 possible. Leave forms will show adjustment.

27
28 Auth: 230.22, F.S.
29 Imple: 231.39, F.S.

30
31 9.3.16 Extended Leave

32
33 Employees shall be eligible for extended leave without pay after three (3) or more
34 years of continuous service. The leave, when granted, shall not exceed one (1)
35 year, except that military leave shall be granted for a longer period as necessary for
36 the completion of active duty.

37
38 Extended leave without pay requests must be made in writing on the form
39 prescribed by the District. The request shall specify the time of the leave and the
40 reason for the request. The length of the leave and the reason for the request shall
41 be recorded in the Board minutes. The School Board shall have the right to
42 determine that the leave is used for the purposes set forth in the application, and if
43 not so used, the Board shall have authority to cancel the leave.

44
45 The leave must be approved by the employee's immediate supervisor and the
46 Superintendent or his designee before it is presented to the Board for approval.

47
48
49 Extended leave without pay may be reviewed upon request for an additional period
50 not to exceed one (1) year, subject to Board approval and will not exceed two (2)
51 consecutive years. Automatic renewal of an extended leave is not granted. It shall
52 be the responsibility of the person on leave to request renewal. If no request for
53 renewal is made prior to the expiration of the leave, employment shall be
54 terminated.

1
2 Personal Leave Without Pay May Be Requested For, But Not Limited To:

- 3
4 (1) Leave to serve in the armed services
5
6 (2) Leave for academic study
7
8 (3) Leave for serving in the Peace Corps
9
10 (4) Leave for child-rearing (for natural or adoptive child)
11
12 (5) Leave for child-bearing
13
14 (6) Leave to run for or serve in an elected office
15
16 (7) Leave to participate in exchange programs in other states or countries.

17
18 9.4 BENEFITS AND DUTIES

19
20 9.4.1 Retirement

- 21
22 A. All new school employees shall participate in the Florida Retirement System
23 (FRS) as a condition of employment.
24
25 B. Administrative personnel on Teacher Retirement System (TRS) prior to
26 December 1, 1970, may continue in the Teacher Retirement System,
27 provided there has been no break in continuity of service.
28
29 C. Retirement Annuities Program *Amended 6/27/95*
30
31 (1) The Board will consider annually, upon the recommendation of the
32 Superintendent, requests for retirement annuities for school
33 personnel with 25 years or more years of creditable service (at least
34 five [5] of which must have been in this district) who have reached
35 the age 55 and have applied for retirement under the Florida
36 Retirement System or Teachers Retirement System.
37
38 a. All requests must be received between September 1 and
39 October 31 of the calendar year for those requesting
40 retirement during or at the conclusion of that school year or
41 four (4) months prior to retirement if planning retirement
42 before February of that school year.
43
44 b. A copy of the official determination, by the Division of
45 Retirement, of the projected monthly benefits at the effective
46 date of retirement based on the average monthly
47 compensation and creditable service as of the member's early
48 retirement date and the actual early retirement benefits shall
49 accompany the request.
50
51 c. Requests of applicants between the ages of 50 and 54 may
52 also be considered by the Board if the Board first determines
53 for that year that is economically feasible to do so.
54

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- (2) Between November 1 and November 30 an annual survey and study will be conducted prior to the determination of the Superintendent and Board on the feasibility of the program being offered during that school year with no commitment to offer the program in future years unless the Board opts to do so after reviewing the annual survey. The employee may be required to contribute to the annuity in order to qualify.
- (3) The Board upon the recommendation of the Superintendent will determine before January 15, whether or not the program will be offered for that year.
- (4) If the program is offered, the Superintendent shall make recommendations pertaining to either the investment in a specific amount of current funds or the purchase of an adequate annuity either of which would provide earned income in an amount sufficient to provide the annual early retirement supplemental benefit for the named employee.
- (5) In the event an employee has earned experience in a public school system in another state, the Board may choose to purchase such out-of-state experience (up to five years) as is necessary to provide regular retirement benefits. This experience may not be purchased in addition to an annuity. *Adopted 6/27/95*
- (6) The maximum monthly benefit to any individual shall be in compliance with Florida Statutes.

Auth: 230.22, F.S. Imple: 231.495, F.S.

9.4.2 Social Security

Social Security is required of every member of the Florida Retirement System.

Auth: 230.22, F.S.
Imple: 650.01 and 650.04, F.S.

9.4.3 Credit Union Deductions

Credit Union deductions from administrators' salaries are authorized as requested by individual administrators.

Auth: 230.22, F.S.
Imple: 230.02, F.S., and SBE Regulation 6A-1.52(3)

9.4.4 Duties of Administrative Personnel

The duties of administrative personnel, as described in the Administrative Handbook, are made a part of this manual.

Auth: 230.22, F.S.
Imple: 230.33(7), F.S.

1 9.4.5 Payroll Deductions

2
3 Upon appropriate written authorization from the administrator, the District shall
4 deduct authorized sums from the salary of any administrator and make proper
5 remittance for any payroll deduction program approved by the Board.
6

7 9.4.6 Assault/Battery upon an Administrator

8
9 Any case of assault/battery upon an administrator shall be promptly reported to the
10 Superintendent or his designated representative. In any case where an administrator
11 is charged with a civil or criminal action arising out of or in the course of assigned
12 duties and responsibilities, the case where the administrator pleads guilty or nolo
13 contendere or is found guilty of any such action, the administrator shall reimburse
14 the Board for any legal services which the Board may have supplied pursuant to
15 this section. If the Board declines to provide legal services in response to the
16 administrator's request, and the administrator is subsequently found not guilty or
17 not civilly liable, the administrator may renew his request and a recommendation
18 shall be made to the Board for payment of the reasonable cost of legal services, and
19 the Board shall consider such request previously declined. The selection of the
20 attorney shall be mutually agreed upon by the administrator and the Board.
21

22 9.4.7 Life Insurance

23
24 A. The Board shall provide for administrators a fully paid life insurance plan
25 for an amount equal to 100% of the administrator's annual salary rounded
26 up to the next even thousand dollars. The Board shall provide for those
27 administrators who have ten years of experience in Osceola County Schools
28 or those who are being paid at the top of the experience level life insurance
29 equal to 200% of the annual salary rounded to the next even thousand
30 dollars. There shall be a provision for double indemnity in the case of
31 accidental death or dismemberment. The Board shall make available for
32 purchased life insurance equal to 100% of the annual salary rounded up to
33 the next even thousand dollars.
34

35 B. In the event a professional support staff or instructional employee is
36 promoted to an administrative position and is currently earning the benefit of
37 200% Board paid life insurance, that employee shall be entitled to 200%
38 Board paid life whether or not the requirement in section "A" above is met.
39 *Adopted 12/15/92*
40

41 9.4.8 Hospitalization Insurance

42
43 The Board will provide fully paid individual hospital medical-surgical coverage,
44 including major medical benefits at the present benefit levels. Dependent coverage
45 shall be made available at the expense of the administrator where two members of
46 the same family are employed by the School District, the amount paid for the
47 spouse shall be credited toward the cost of dependent coverage.
48

49 9.4.9 Long Term Disability Insurance

50
51 The Board will continue to make available to administrators long-term disability
52 benefits through payroll deduction at administrators' expense.
53
54

1 9.4.10 General Liability Insurance

2
3 The Board shall continue its General Liability Insurance coverage which covers the
4 Board for the acts of its employees, including administrators, as such coverages
5 existed on January 1, 1978; and that administrators shall be afforded all direct and
6 indirect benefits inuring to them from such coverage.

7
8 9.4.11 Reimbursement for Damage to Personal Items

9
10 The Board shall reimburse administrators for damage to clothing, dentures,
11 eyeglasses, prosthetic devices or artificial limbs where such damage occurs as a
12 result of:

- 13
14 A. Breaking up a fight
15
16 B. Protecting students or other employee(s) from physical harm or injury
17
18 C. Assault and/or battery occurring in the course of the legal performance of
19 assigned duties. Such reimbursement shall not exceed the replacement cost
20 nor be paid when the above loss is reimbursable from other sources.

21
22 9.4.12 Death Benefit

23
24 A. Accumulated Vacation

25
26 If at the time of death an administrator has unused accumulated vacation the
27 Board shall pay to the beneficiary of the administrator a sum equal to the
28 administrator's daily rate of pay at his present job classification times the
29 number of vacation days accumulated.

30
31 B. Accumulated Sick Leave

32
33 Administrative employees eligible for retirement benefits, or his beneficiary
34 if termination is by death, shall be entitled to payment for the maximum
35 accumulated sick leave allowed by law. Payment shall be made at the
36 current daily rate of pay.

37
38 9.4.13 Continuing Insurance Benefits While on Leave

39
40 Employees on authorized School Board leave without pay shall be eligible to
41 continue on School Board Benefits. The employee shall be personally responsible
42 for full payment of the premiums or costs.
43

Table of Contents

Chapter 10

Hearing Procedures

<u>Section</u>	<u>Title</u>	<u>Page</u>
10.1	NON-RENEWAL OF A PROFESSIONAL SERVICES CONTRACT.....	10-1
10.2	DISMISSAL OR RETURN TO ANNUAL CONTRACT STATUS AT THE END OF THE SCHOOL YEAR	10-1
10.3	SUSPENSION AND DISMISSAL OF EMPLOYEES HOLDING PROFESSIONAL SERVICES CONTRACTS OR CONTINUING CONTRACTS DURING THE TERM OF SUCH CONTRACTS	10-1
10.4	ADMINISTRATIVE PROCEDURES	10-1
10.5	WHEN PROBABLE CAUSE EXISTS.....	10-1
10.6	EMPLOYEES WHO DO NOT POSSESS A PROFESSIONAL SERVICES OR CONTINUING CONTRACT	10-2
10.7	REDUCTION IN PERSONNEL	10-2

1 **10.0 HEARING PROCEDURES** *Adopted 6/30/92*

2
3 **10.1 NON-RENEWAL OF A PROFESSIONAL SERVICES CONTRACT**

- 4
5 A. The School Board may issue a continuing contract prior to July 1, 1984,
6 and may issue a professional service contract subsequent to July 1, 1984, to
7 any employee who has previously held a professional service contract or
8 continuing contract in the same or other district in the state. Any employee
9 who holds a continuing contract may, but is not required to, exchange such
10 contract for a professional service contract in the same district.
11 Additionally, the School Board may issue new professional service
12 contracts after July 1, 1984, to qualified teachers as provided by law.
- 13
14 B. A professional service contract shall be renewed each year unless the
15 superintendent, after receiving the recommendations required by section
16 231.29, Florida Statutes, charges the employee with unsatisfactory
17 performance as determined under the provisions of section 231.29.
- 18
19 C. The procedures specified for non-renewal of a professional service contract
20 in section 231.36, Florida Statutes, shall be followed by the School District.

21
22 **10.2 DISMISSAL OR RETURN TO ANNUAL CONTRACT STATUS AT THE END**
23 **OF THE SCHOOL YEAR**

24
25 Any member of the School Board staff who holds a continuing contract may be
26 dismissed or returned to annual contract status for another three (3) years in the
27 discretion of the School Board, at the end of the school year, in accordance with the
28 procedures specified in section 231.36 (4) (b), Florida Statutes.

29
30 **10.3 SUSPENSION AND DISMISSAL OF EMPLOYEES HOLDING**
31 **PROFESSIONAL SERVICES CONTRACTS OR CONTINUING CONTRACTS**
32 **DURING THE TERM OF SUCH CONTRACTS**

33
34 Suspension and dismissal during the term of a continuing contract or a professional
35 service contract shall be made in accordance with the procedures specified in section
36 231.36 and Chapter 120, Florida Statutes, as interpreted by controlling case law. It
37 is noted that "just cause" for such action against a professional service contract is
38 prescribed in section 231.36 (1) (c), Florida Statutes, and the grounds for such
39 action against an employee holding a continuing contract are prescribed in section
40 231.36 (4) (c), Florida Statutes.

41
42 **10.4** With respect to all procedures specified in 10.1, 10.2 and 10.3 above, applicable
43 Florida Statutes and case law will control. The administrative process, including
44 the time for intervention by the employee (i.e., demand for a hearing), notice of
45 hearing, the conduct of the pre-hearing procedure, and the hearing procedures shall
46 be in accordance with section 231.36, and Chapter 120 of the Florida Statutes, as
47 interpreted by controlling case law.

48
49 **10.5** Whenever the superintendent has probable cause to believe that an employee has
50 committed an act which may subject the employee to adverse job action, the
51 superintendent shall recommend an appropriate sanction to the School Board for
52 action by the Board. Such action may include transfer, suspension without pay,
53 suspension without pay pending action on a request to dismiss the employee and
54 administrative hearing on the dismissal, or other appropriate lawful sanctions.

1
2 10.6 Nothing contained in this rule shall create any rights in any employee of the School
3 Board other than an employee who possess a professional service contract or a
4 continuing contract. All other employees of the School District may be sanctioned,
5 suspended or dismissed, subject to any applicable contract or statute governing the
6 rights of such other employees who do not possess a continuing contract or
7 professional services contract.

8
9 Auth. Chapters 230 and 231, Florida Statutes.

10 Imple: Section 231.36 and section 120.57, Florida Statutes.

11
12 10.7 REDUCTION IN PERSONNEL

13
14 A. Should the School Board have to choose from among its personnel who are
15 on continuing contracts or professional service contracts as to which should
16 be retained, such decision shall be made pursuant to the terms of a collective
17 bargaining agreement when one exists. If no such agreement exists, the
18 School Board prescribes the following rules to handle reductions in work
19 force.

20
21 B. If a reduction in work force requires the Board to choose from among its
22 personnel under continuing contracts or professional service contracts, and
23 to the extent this does not conflict with any collective bargaining agreement
24 that would apply, the Board shall retain those employees best qualified. In
25 determining which of such employees are best qualified, the Board shall
26 consider, not necessarily in the order presented, and without limitation to
27 consideration of other criteria, the following:

- 28
29 (1) educational background and qualifications;
30
31 (2) efficiency of the employee as documented in past evaluations and
32 observations;
33
34 (3) compatibility of the employee as demonstrated during past work
35 experience in the employment of the Board;
36
37 (4) the character of the employee; and
38
39 (5) the capacity of the employee to meet the educational needs of the
40 community.

41
42 C. In the event no collective bargaining agreement exists that would dictate
43 reduction in work force methodology, the following procedures shall be
44 employed by the Board:

- 45
46 (1) After initial determination of which employees will be retained, the
47 Board shall give written notice of the proposed action to all effected
48 employees, together with a summary of factual, legal and other
49 authorities which form the grounds and basis for the decision,
50 including a list of the criteria utilized.
51
52 (2) Any professional service contract or continuing contract employee
53 effected by the initial determination may request a hearing within

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(10) days following notice pursuant to other paragraphs in this section. This request for hearing shall contain:

- a. the name and address of the School Board;
- b. the name and address of the employee;
- c. a concise statement of the ultimate facts alleged;
- d. the legal authority upon which the employee relies;
- e. a request for relief to which the petitioner deems himself or her self entitled;
- f. a notice of whether the employee wishes to present written or oral evidence.

(3) Upon receipt of a request for hearing, the School Board shall conduct a hearing as permitted under the informal hearing procedures of section 120.57, Florida Statutes. The hearing will be conducted in accordance with section 120.57 (2) as it may be amended from time to time.

Appendix A

OATH

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APPENDIX - A

The oath to be taken by employees of the School Board, as revised by the Supreme Court, is as follows:

OATH OF OFFICE

I, _____, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the School Board of Osceola County, Florida, and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida."

(Connell V. Higginbotham)
91 S. Ct. 1772, 403 U.S. 207
(1971)

Table of Contents

Bylaws of the Board

<u>Section</u>	<u>Title</u>	<u>Page</u>
A.	CHAIRMAN.....	1
B.	VICE-CHAIRMAN.....	1
C.	SECRETARY.....	1
D.	CLERK.....	1
E.	ATTORNEY.....	2
F.	COMMITTEES.....	2
G.	SCHOOL ADVISORY COUNCILS.....	2
H.	MEMBERS.....	3
I.	ORIENTATION.....	3
J.	DEVELOPMENT IN SERVICE.....	4
K.	REMUNERATION AND REIMBURSEMENT.....	4
L.	SCHOOL BOARD MEMBER PROTECTION.....	4
M.	RETIREMENT.....	4
N.	METHODS OF OPERATION.....	4
O.	BYLAWS OF THE BOARD.....	5
P.	MEETINGS.....	5
Q.	ACCESS TO SCHOOL BOARD RECORDS.....	11
R.	MEMBERSHIP IN ASSOCIATIONS.....	11
S.	MONITORING PRODUCTS AND PROCESSES.....	12
T.	ADMINISTRATIVE POSITIONS.....	12

1 **BYLAWS OF THE BOARD**

2
3
4 **A. Chairman**

- 5
6 (1) The Chairman of the School Board shall preside at all meetings of the
7 School Board and shall vote on motions placed before the School Board for
8 action unless he has a conflict of interest.
9
10 (2) He shall represent the School Board in deliberations with other school
11 boards, districts, or agencies unless another member of the School Board is
12 so designated.
13
14 (3) The Chairman of the School Board shall sign all official documents,
15 minutes of School Board meetings, and any other School Board documents
16 as shall be necessary by law or School Board direction.
17
18 (4) He may appoint committees unless otherwise specified by the School Board
19 or may request the Superintendent to call a special meeting, or shall call a
20 special meeting in the event that the Superintendent fails to do so when
21 requested, shall accept service of process in all suits against the School
22 Board, if he can be found, and shall perform all other duties as prescribed
23 by law.
24

25 **B. Vice-Chairman**

- 26
27 (1) The Vice-Chairman of the School Board shall perform all duties of the
28 Chairman in his absence.
29
30 (2) The Vice-Chairman, when acting as Chairman, shall have the right to
31 designate any other Board member to act as Chairman for the purpose of
32 making or seconding motions, discussing and voting on a particular issue or
33 question before the Board.
34

35 **C. Secretary**

- 36
37 (1) The Superintendent shall serve as Secretary of the School Board.
38
39 (2) He shall keep, or cause to be kept, an accurate record of all School Board
40 business in the School Board minutes.
41
42 (3) He shall sign all papers that require signatures of the School Board unless
43 otherwise specified by law, shall accept service of process in all suits
44 against the School Board in the event the Chairman is not available, shall act
45 as the School Board's representative in financial and legal matters, and shall
46 perform such other duties as may be required by law or action of the School
47 Board.
48

49 **D. Clerk**

50 The Superintendent's Secretary shall be the Clerk of the Board, unless the
51 Superintendent shall designate some other person whose name shall be submitted to
52 the Board for their approval.
53
54

1 **E. Attorney**
2

- 3 (1) The School Board shall select, employ and determine the duties and fee of
4 an attorney(s), who shall be responsible directly to the School Board.
5
6 (2) The Attorney for the School Board shall have the following duties and
7 responsibilities to be rendered in consideration of the hourly or yearly
8 compensation set by the School Board:
9
10 a. He shall attend all meetings of the School Board and other meetings
11 when requested. At these meetings he shall act as a Counselor to the
12 School Board.
13
14 b. He shall render a written opinion on any legal question when
15 requested by the School Board in session, with a copy furnished to
16 all School Board members and the Superintendent, and one copy to
17 be maintained by the School Board secretary in a Master Opinion
18 File, in the Office of the School Board. He shall render written
19 opinions on any legal question only when requested. Any School
20 Board member may request an opinion, however, if the opinion will
21 require a considerable length of time, then it is incumbent upon the
22 Attorney to seek School Board approval.
23
24 c. He shall prepare or supervise the preparation of all legal papers and
25 documents which shall be executed by the officers of the School
26 Board or he shall approve the same before execution thereof by said
27 officers.
28
29 d. He shall provide such opinions or other legal information to the
30 Superintendent or his delegated representative which may be
31 necessary for the immediate or long-range conduct of the affairs of
32 the School District.
33
34 e. He shall represent the School District in all litigation to which the
35 School District may be a part or in which it is interested, except in
36 cases where insurance coverage shall provide representation.
37
38 f. Upon the purchase of any real estate by the School Board, he shall
39 examine the abstract or preliminary report of title, as the case may
40 be, and render a written opinion concerning the same, and shall
41 represent the School Board in the purchase or sale of any real estate.
42
43 g. Such other duties as directed by the Board.
44

45 **F. Committees**
46

47 All committees appointed by the Chairman or chosen by vote of the School Board
48 shall be for fact-finding, deliberative and advisory functions only, but never to have
49 legislative nor administrative powers. *Amended 6/17/97*
50

51 **G. School Advisory Councils**

Amended 6/29/93

- 52
53 (1) The School Board shall annually review School Advisory Councils which
54 shall be broadly representative of the community and which shall include the

1 principals, parents, teachers, other business and community members and
2 students on High School and Vocational Committees. At the times
3 established in the School Board Rules, open nominations and elections shall
4 be held. Unless otherwise directed by the School Board, the rules and
5 regulations for operation of the councils shall be developed and maintained
6 by the Superintendent subject to the action of the School Board. Such
7 School Advisory Councils shall not have any of the powers and duties
8 invested by law in the School Board, and shall act in an advisory capacity
9 only.

10
11 (2) Among any other duties assigned to a School Advisory Council at the time
12 of its establishment shall be the responsibility of participating in the
13 development of an annual school improvement plan.

14
15 (3) The Board shall receive a copy of the minutes from the School Advisory
16 Council meetings, and a copy of the Feedback Report from each school. In
17 addition, the cumulative attendance of each member of each School
18 Advisory Council shall be reported to the Board with the minutes of each
19 meeting.

20 21 **H. Members**

22
23 (1) It is understood that the members of the School Board have authority when
24 acting as a School Board legally in session. The School Board shall not be
25 bound in any way by any action or statement on the part of any individual
26 member except when such statement or action is in pursuance of specific
27 instructions from the School Board.

28
29 (2) No member, by virtue of his office, shall exercise any administrative
30 responsibility with respect to the schools or as an individual command the
31 services of any school employee.

32
33 (3) Each School Board member shall serve as a representative of the entire
34 School District, rather than merely as representative of a School Board
35 member area.

36
37 (4) Any School Board member must accept service of process in all suits
38 against the School Board whenever the Chairman of the School Board and
39 the Superintendent are unavailable.

40 41 **I. Orientation**

42
43 (1) Under the guidance of experienced School Board members and the
44 Superintendent, orientation will be provided to new School Board members
45 through activities such as these:

46
47 a. Workshops for new School Board members conducted by state and
48 area School Board Associations

49
50 b. Discussions and visits with the Superintendent and other members
51 of the school staff

52
53 c. Provisions of printed and audio-visual materials on School Board
54 policies and administrative rules and procedures

1
2 (2) Education shall be considered as an on-going process for all School Board
3 members, and may include such activities as those indicated above and the
4 addition of items such as these:

- 5
6 a. Attendance at School Board and administrative conferences and
7 conventions on a local, area, state and national basis
8
9 b. Exchange of ideas through joint meetings with other school boards.
10
11 c. Verbal or written reports to the Board of Members' activities outside
12 of Board meetings.
13

14 **J. Development in Service**

- 15
16 (1) Attendance at meetings directly or indirectly related to education or school
17 matters shall be encouraged for the values they have to the school system
18 and the professional growth of School Board members.
19
20 (2) The Superintendent shall notify School Board members of all relevant
21 scheduled meetings; however, School Board members are encouraged to
22 attend all meetings they believe would be helpful to them in their official
23 capacity.
24

25 **K. Remuneration and Reimbursement**

26 All remuneration and reimbursement to the Board will be as prescribed by law.
27
28

29 **L. School Board Member Protection**

30 The School Board shall provide individual School Board members with liability
31 insurance coverage upon such terms as the School Board may from time to time
32 approve.
33
34

35 **M. Retirement**

- 36
37 (1) Outgoing members of the School Board should be appropriately recognized
38 and thanked for their service to the schools and community.
39
40 (2) Continuing privileges as may be legally provided as a courtesy, may be
41 extended upon request.
42

43 **N. Methods of Operation**

- 44
45 (1) The School Board, acting as a School Board, exercises authority over the
46 schools in accordance with applicable laws. It determines policy, and
47 appraises the results achieved in light of the goals of the school system.
48
49 (2) The School Board shall concern itself primarily with broad questions of
50 policy and with the appraisal of results, rather than with an administrative
51 task to be performed by the Superintendent and his staff, who shall be held
52 responsible for the effective administration and supervision of the entire
53 school system.
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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. Others may be formulated and adopted at its option by the School Board itself as long as they are in harmony with the intent and specifics of the Statutes.
- b. In its deliberation leading to the establishment or amendment of its bylaws, the School Board's central concern will be for increased efficiency and effectiveness in carrying out its legally mandated tasks.

(2) Adoption and Amendment of Bylaws

- a. Bylaw proposals and suggested amendments to or revisions of existing bylaws shall be submitted to all members of the School Board and to the Superintendent in writing prior to a regularly scheduled School Board meeting in which such proposed bylaws, amendments, or revisions shall be read and discussed. Any such proposed bylaws, amendments or revisions shall be adopted in accordance with the requirements of Chapter 120, Florida Statutes for adoption of Rules.
- b. The formal adoption of bylaws shall be recorded in the minutes of the School Board. Only those written statements so adopted and recorded shall be regarded as official School Board Bylaws.

P. Meetings

All actions of the School Board shall be taken only in official School Board meetings called, scheduled and conducted according to these bylaws and the Statutes of the State of Florida.

(1) Time, Place, Notification for Meeting

The time, place and notification of meetings procedures shall be established in the standing rules of the School Board, which shall be adopted at the annual organizational meeting.

(2) Public and Executive Sessions

a. Public Sessions

The School Board shall conduct regular meetings, special meetings and all conferences as public meetings with news media notified of such meetings. Time, date and place of such meeting will be included in news media notification.

1 b. Executive Sessions: *Amended 6/17/97*
2

3 (1) Executive sessions may be held ~~only~~ for the purpose of
4 discussing the status of negotiations between labor
5 organizations and the Superintendent and his designee ~~to~~ and
6 instructing the Superintendent as to the School Board's
7 desires in such negotiations.
8

9 (2) Pending Litigation. In accordance with the procedural
10 requirements of the Florida Statutes, the Board may hold an
11 Executive Session with the Superintendent and the Board's
12 attorney to discuss pending litigation to which the Board is
13 presently a party before a court or administrative agency.
14 The subject matter of the meeting shall be confined to
15 settlement negotiations or strategy sessions related to
16 litigation expenditures. The Executive Session shall be
17 recorded by a certified court reporter. The Superintendent
18 shall give reasonable public notice of the time and date of the
19 Executive Session and the names of persons who will be
20 attending that session. The Executive Session shall
21 commence at a open meeting at which the Chairman shall
22 announce the commencement and estimated length of the
23 Executive Session and the names of the persons attending.
24 At the conclusion of the Executive Session, the meeting shall
25 be reopened and the Chairman shall announce the
26 termination of the Session. The transcript of the meeting is
27 made part of the public record upon conclusion of the
28 litigation.
29

30 c. Construction of Agenda/Advance Delivery of Meeting Materials
31 *Amended 6/17/97*
32

33 1. The Superintendent shall prepare an agenda prior to each
34 regular School Board meeting, special meeting, public
35 hearing and workshop. The preparation of the agenda shall
36 be in cooperation with the Board and the Superintendent
37 shall make it available for distribution upon the request of
38 any interested persons.
39

40 2. The Superintendent will make the supporting documentation
41 available to each School Board member at least ninety-six
42 (96) hours prior to each meeting, whenever practicable.
43

44 3. In connection with preparation of the agenda for each regular
45 meeting of the School Board, the Superintendent shall
46 prepare, in cooperation with the Board, a proposed consent
47 agenda, which shall consist of those agenda items which
48 normally are considered to be matters not requiring
49 discussion. The Superintendent shall cause such consent
50 agenda to be delivered to each School Board member along
51 with the regular and full agenda.
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53 4. Prior to a vote by the School Board on the consent agenda,
54 any item included thereon shall be removed therefrom upon

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the request of any School Board member. School Board members, where possible, are encouraged to convey to the Superintendent any such request by 12:00 o'clock noon of the day of the meeting.

- 5. Above requirements do not apply to expulsion hearings or when meeting as a quasi-judicial body.
- 6. Expulsion hearings and workshop meetings and other special meetings shall be scheduled by the Superintendent as directed by the School Board. The Superintendent is authorized to schedule Expulsion hearings upon the recommendation of staff.

(3) Meeting Conduct

a. Start of Meeting

The Chairman, or in his absence, the Vice-Chairman, shall start all meetings promptly at the appointed hour.

b. Procedure for Discussion *Amended 6/17/97*

All debate on an issue shall be germane to the question, not redundant, and in proper decorum. The Chairman has complete discretion with regard to the conduct of the meeting. All questions should be directed to the Chairman who is responsible for recognizing Board members, staff, or others who desire to comment on the issue.

c. Voting

- 1. No member of the School Board who is present at any meeting of the School Board, at which an official decision, ruling or other official act is to be taken or adopted, may abstain from voting in regard to any decision, ruling, or act, and a vote shall be recorded or counted for each such member present, except when, with respect to any such member, there is or appears to be a possible conflict of interest as provided by law. Upon request of any School Board member, the vote on any matter shall be by roll-call vote. The Chairman shall vote last.
- 2. The minutes of the meeting shall show the vote of each School Board member present on all matters on which the School Board takes action. It shall be the duty of each member to see to it that both the matter and his vote thereon are properly recorded in the minutes.

(4) Action

- a. Formal action by the School Board may be taken on any item included in the agenda by whatever majority vote is required by the Statutes.

- 1
2 b. All actions of the School Board shall be taken only in official School
3 Board meetings called, scheduled, and conducted according to these
4 bylaws and the Statutes of the State.
5

6 (5) Public Participation *Amended 6/17/97*
7

- 8 a. The School Board shall listen to the advice of and counsel of the
9 public in planning and operating the public schools. If a person has
10 a valid interest or communication pertaining to the immediate
11 business being discussed, he or she may be recognized to speak at
12 the sole discretion of the Chairman.
13

- 14
15 b. Public discussion on any one topic shall be limited to 15 minutes,
16 with each speaker being given 3 minutes to discuss the issue. New
17 speakers shall not repeat the opinion of another speaker, each new
18 speaker shall bring a new or different point of view. If an individual
19 is selected to speak, when that person is directed by the Chairman,
20 he or she should go to the podium and give the Board his or her
21 name for the record.
22

- 23
24 c. Prior to the meeting, each speaker shall sign a form which is
25 maintained by the Superintendent and state whether they intend to
26 speak on a specific topic on the agenda or a topic which is not on the
27 agenda. The Chairman will determine whether persons who
28 completed the form will speak at the meeting. If the topic is not on
29 the agenda, the Board will not comment on the issue, but may direct
30 staff to contact the speaker about the matter. The staff may contact
31 the speaker to review or resolve the issue or to schedule the issue at
32 a subsequent Board meeting.
33

- 34 d. The Chairman has the authority to select persons from the audience
35 to speak before the School Board if the Chairman concludes that the
36 individual could make a contribution to items on the agenda or the
37 topic under discussion. Individual Board members do not have the
38 authority to select individual speakers
39

- 40 e. General citizen participation shall not be permitted when the Board is
41 sitting as the "Legislative Body" pursuant to Chapter 447, Florida
42 Statutes, to resolve impasse in any collective bargaining process; nor
43 when the Board is considering or hearing any charges or
44 recommendation, of suspension or discipline of any employee, any
45 student disciplinary proceeding, or otherwise acting as a quasi-
46 judicial body.
47

48 (6) Order of Business *Amended 6/29/93 & 6/17/97*
49

50 The School Board's business will usually be transacted in the order outlined
51 below. The Order of Business at any particular meeting may be altered by
52 the Chairman if no board member objects.
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I. Meeting Openings

- A. Call to Order
- B. Invocation
- C. Pledge of Allegiance
- D. Mission Statement

- II. Public Hearings
- III. Presentations
- IV. Agenda Modifications
- V. Consent Agenda
- VI. Items Removed from Consent Agenda for Special Consideration
- VII. Public Comment (Regular and/or Special Meetings)
- VIII. Administrative Services
- IX. Business and Fiscal Services
- X. School Operations and Human Resources
- XI. Curriculum and Instructional Services
- XII. Superintendent's Recommendations
- XIII. Old Business (List)
- XIV. New Business
 - A. New Items Introduced by the Superintendent
 - B. New Items Introduced by School-Board Members.
- XV. Board Member Comments and Committee Reports
- XVI. Information and Announcements
- XVII. Advance Planning
 - A. Future Meeting Dates.
 - B.

XVIII. Adjournment

(7) Parliamentary Procedure - Robert's Rules of Order

- a. The School Board of Osceola County adopts the most current edition of Robert's Rules of Order, Newly Revised, as the operating procedure for the School Board. Whenever Robert's Rules of Order, Newly Revised conflicts with these bylaws, the bylaws of the School Board, or if applicable, the Florida Statutes or other Rules 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

1 the course of the Board's proceedings. Questions of applicability or
2 interpretation of Robert's Rules shall be referred to the Board
3 Attorney for his opinion, however it shall always be prerogative of
4 the Chairman to rule on such questions as he believes to be correct
5 or proper for this Board, subject only to the right of any two (2)
6 Board members to take an "appeal" from such ruling.
7

8 (8) Minutes
9

10 The minutes of the meetings of the School Board shall include the
11 following:
12

- 13 a. Classification (regular, adjourned or special), date and place of
14 meeting
- 15 b. Call to order stating time, person presiding and his office
- 16 c. Record Board members present and absent
- 17 d. Notation of the presence or absence of the Superintendent
- 18 e. Record of any corrections to the minutes of the previous meetings
19 and the action approving them
- 20 f. All main motions (except withdrawn motions), points of order and
21 appeals, whether sustained or lost
- 22 g. All other motions that were not withdrawn
- 23 h. Record of all petitions of citizens
- 24 i. Record of all matters on which the School Board takes action and
25 the vote of each School Board member thereon
- 26 j. Notation of the times of recesses
- 27 k. Hour of adjournment
- 28 l. Signature of the Secretary and Chairman

29 (9) Recording of Votes
30

31 Each member's vote shall be recorded, and with the approval of the other
32 members he may also append at that time a statement indicating the reason
33 for his vote.
34

35 a. Recording of Statements
36

37 An individual statement by a School Board member which exceeds
38 fifty (50) words may be included as an attachment to the minutes at
39 the School Board member's request, provided however, that a
40 written copy of the statement is submitted.
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1 b. Electronic Recording

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3 All regular and special public meetings of the Board shall also be
4 recorded electronically and the tape or other medium preserved by
5 the Board Clerk. An additional copy of such recordings shall be kept
6 readily accessible for use by Board Members, staff and the public at
7 the District Media Center.
8
9

10 **Q. Access to School Board Records**

11
12 (1) Fees for Document Copies

13
14 Copies of items requested by the general public, due to the cost involved,
15 shall be priced at the cost of production. Each person making the request
16 shall remunerate the School Board for the actual cost in each case.
17

18 (2) Distribution of Board Meeting Agendas by Mail

19
20 a. When the agenda for each School Board meeting has been
21 completed by the Superintendent and is ready for distribution,
22 additional copies will be reproduced and made available to interested
23 citizens who may receive them at the District School Offices, 817
24 Bill Beck Boulevard, Kissimmee, Florida, until the supply is
25 exhausted.
26

27 b. Any citizen who desires a copy of the School Board meeting agenda
28 mailed to him may arrange this service by contacting the office of the
29 Superintendent. Mailing fees will be charged.
30

31 c. Nothing contained in the foregoing shall operate to deprive a citizen
32 of his right to inspect and examine public records as provided in
33 Florida's Public Records Act.
34

35 (3) Public Access to Minutes

36
37 The approved minutes of the School Board shall be shown to the public
38 upon request in the presence of the Superintendent or his delegate,
39 provided, however, that records shall not be removed from the
40 Administration Building of the school system, except by vote of the School
41 Board.
42

43
44 **R. Membership in Associations**

45
46 Recognizing the value of the Florida School Boards Association as both political
47 and legal representatives of school boards, and realizing that in times of changing
48 laws, curriculums, and methods of operation that school boards must be kept
49 abreast, the School Board wishes to maintain its membership in the Florida School
50 Boards Association. In addition, the School Board may hold membership in such
51 other school board associations as may exist, and shall look upon such membership
52 as an opportunity for growth in School Board service.
53
54

1 **S. Monitoring Products and Processes**
2

- 3 (1) The School Board directs the Superintendent, in cooperation with the school
4 staff, student body, parents, and any other interested persons or groups, to
5 establish and maintain a comprehensive accountability plan and set of
6 procedures for the school system.
7
8 (2) The plan shall provide for regular, scheduled reports to the School Board on
9 students, school level professionals, and staff development in academic
10 vocational and general behavioral pursuits in relation to professional and
11 School Board adopted instructional goals.
12
13 (3) The School Board accepts the responsibility for and will provide for
14 monitoring for its own operations.
15

16 **T. Administrative Positions**
17

18 The Board will not take action on new administrative positions or administrative
19 nominations for at least one (1) week, seven (7) calendar days after being
20 announced by the Superintendent. This can be waived by a four-fifths vote of the
21 Board. Board members and news media will be notified in writing.

OSCEOLA DISTRICT SCHOOLS

PUPIL PROGRESSION PLAN

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.

Auth: 232.245, F.S.

I. General Procedures for Promotion, Special Assignment, and Administrative Placement, Grades K - Adult.

A. Student promotion in the Osceola County schools is based upon an evaluation of each student's achievement in terms of appropriate instructional goals. The determination should reflect teacher judgment based upon the following: successful progress in the county adopted curriculum, progress tests, classroom assignments, daily observation, standardized tests, and other objective data. The primary responsibility for determining each pupil's level of performance and ability to function academically, socially and emotionally at the next grade level is that of the classroom teacher, subject to review and approval of the principal.

(1) Report Cards:

- a. All schools shall use a standard report card appropriate for the level; elementary, middle, or high, as the primary means of reporting student progress.
- b. With the approval of the Superintendent and the School Board, schools may develop additional or supplementary instruments which may be used in conjunction with or in lieu of the standard report card. *Amended 7/29/97*
- c. Report cards shall be issued for all students, K-12, at the close of each grading period. A report card will also be issued at the close of the summer school program. *Amended 6/30/92*
- d. Adult education students will be issued a Certificate of Attendance or a Certificate of Program Completion upon request.

Amended 6/29/93 & 6/27/95

(2) Report Card Grades:

- a. Report Card grades are to provide the student and the student's parents with an objective evaluation of the student's scholastic achievement, effort and conduct.

The student's academic grades are to reflect academic achievement.

Passing grades on report cards indicate that the student is working 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.

Schools shall adhere to the following evaluation plan for grading and reporting pupil progress.

Kindergarten

- S Successful Progress
- E Effort Shown
- N Needs Improvement

Grades 1-2

- O Outstanding
- S Successful Progress
- E Effort Shown
- N Needs Improvement

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

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B	85-93	3	above average progress
C	77-84	2	adequate progress
D	70-76	1	lowest acceptable progress
F	0-69	0	failure
I	0	0	incomplete

If an I (incomplete) is recorded on a report card, the requirements for which the incomplete was assigned must be satisfied within two weeks of the issuance of report cards or the I becomes F. At the teacher's discretion a longer period of time may be allowed for make up work.

For Special Area classes in grades 3-5, the following grading scale may be used: *Adopted 6/30/92 & Amended 6/27/95*

O	-	Outstanding
S	-	Successful Progress
N	-	Needs Improvement
E	-	Effort shown

For Special Area and/or Exploratory classes in grades 6-8, the following grading scale may be used: *Adopted 6/30/92*

S	-	Successful Progress
N	-	Needs Improvement
U	-	Unsuccessful Progress

- c. Grades in conduct are to be assigned independently of academic achievement. Standards for grading in these areas are to be explained to the students.

To receive a report card a student shall have been enrolled in school at least 1/2 of the forty-five day grading period as established by the official school calendar. A grade shall be recorded on the report card for each subject taken. If a student withdraws he shall be issued a grade on the withdrawal form as of the date of withdrawal. *Amended 7/2/96*

- d. Students are to receive grades in all courses in which they are

1 enrolled.

- 2
- 3 e. If the principal of a school feels it is necessary to change a pupil's
- 4 grade in any subject at the end of a grading period, the principal
- 5 shall consult with the teacher regarding the necessary change. If
- 6 the change is made after official notification has been made to the
- 7 parents, a copy of the principal's reasons shall be placed in the
- 8 pupil's cumulative folder.
- 9

10 (3) Notices to Parents and Pupils

11

- 12 a. Parents or adult students are to be notified in writing at any time
- 13 during a grading period when it is apparent that the student may not
- 14 pass or is performing unsatisfactorily in any course or grade level.
- 15 The county Deficiency/Progress Report will be used for this
- 16 notification. *Amended 7/2/96*
- 17
- 18 b. Parents are to be advised of their child's performance on all
- 19 standardized tests administered as part of the county-wide testing
- 20 program.
- 21

22 B. The Sunshine State Standards (6A-1.09401 State Board Rules) are benchmark

23 standards which describe what students should know and be able to do at four

24 progression levels (grades PreK-2; 3-5; 6-8; 9-12) in the subjects of the arts,

25 health/physical education, foreign languages, language arts, mathematics, science

26 and social studies. Osceola District Schools shall provide appropriate instruction

27 to assist students in the achievement of these standards. The Sunshine State

28 Standards have been incorporated within the Osceola County Curriculum

29 Frameworks and are on file in the Administrative Center and in use at each school.

30 *Adopted 9/17/96*

31

32 C. Students who do not satisfactorily perform in the grade to which they are assigned,

33 will be assigned to the same grade for the next school year or given an assignment

34 to a special program, e.g., an extension of the school year, a special class within

35 the regular school, an intersession period or summer enhancement program, and

36 Second Wind. These students are to be provided instruction designed for their

37 continuous progress. *Amended 6/30/92*

38

39 D. Principals are to establish procedures by which parents are notified when it has

40 been determined that their child needs improvement at the grade or course in

41 which he or she has been placed. In cooperation with the parents, an attempt will

42 be made to provide appropriate assistance.

43

44 E. Any student who has been previously retained, at the same grade level may, at any

45 time during the next school year be placed in the next higher grade if the principal

46 determines that standards have been met and the student will be able to benefit

47 from instruction at the higher grade. If the placement involves a new school, the

1 assignment will occur at the end of a grading period agreed upon by both the
2 sending and receiving principal.

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. After agreement has been
14 reached regarding an exceptional student, an Individual Education Plan meeting
15 must be held prior to placement in the new assignment. The long range academic,
16 social, and emotional effect of the decision shall be considered. The principal has
17 the responsibility for making such an assignment, but a student will not be
18 accelerated without parental consent. *Amended 6/30/92*

19
20 The student's cumulative record, report card, and permanent record shall indicate,
21 "accelerated grade placement" and the name of the principal who made the
22 placement.

23
24 Parents shall be notified in writing that their child is receiving an accelerated grade
25 placement to the next higher grade. A copy of this notification shall be placed in
26 the cumulative folder.

27
28
29 H. Students who are retained must receive counseling and may be recommended for
30 evaluation if such a referral would benefit the students. Any student in grades K-8
31 who has been retained for the second year in the same grade level is to be referred
32 for an evaluation by appropriate specialists, e.g., psychologist, reading specialist
33 and other personnel.

34
35 Retention of students shall be limited to one (1) year in the elementary school and
36 one year in the middle school unless additional retention is recommended by the
37 Child Study Team.

38
39 I. The grade placement of students transferring from other countries, counties, states
40 or private schools will be determined by the principal of the receiving school based
41 on guidelines established by the Student Services Department.

42
43 J. Attendance for Promotion K-5 *Amended 6/30/92 , 6/29/93 & 7/2/96*

44
45 (1) Students who miss more than fifteen (15) days per semester will not be
46 promoted except as follows:

47

- 1 a. If medical evidence is presented to the principal from a competent
2 medical authority to excuse absences in excess of fifteen (15) days
3 or fifteen (15) class settings per semester.
4
5 b. Extenuating circumstances as determined by the principal based on
6 recommendations of teachers, counselors or Pupil Services
7 workers.
8
9 (2) School activities shall not be counted as absences. Assigned work shall be
10 turned in on the day indicated by the teacher.

11 K. Attendance for Promotion 6-8 *Amended 6/30/92 & 7/2/96*

- 12 (1) Students who miss more than ten (10) days per semester (2 days per
13 semester during the summer school term) will not be promoted except as
14 follows:
15
16 a. If medical evidence is presented to the principal from a competent
17 medical authority to excuse absences in excess of ten (10) days or
18 ten (10) class settings.
19
20 b. Extenuating circumstances as determined by the principal based on
21 recommendations of teachers, counselors or Student Services
22 workers.
23
24 (2) School activities shall not be counted as absences. Assigned work shall be
25 turned in on the day indicated by the teacher.
26
27 (3) Eighth grade students enrolled in high school courses for credit shall be
28 subject to section I L and III A 9 in those courses only.

29 L. Attendance for Credit (9-12) *Amended 6/30/92*

30 Students who accumulate more than ten (10) days of absences per semester will
31 not receive credit for the course except as follows:

- 32 (1) If the student makes up the class time missed within ten (10) days, as
33 verified by the teacher's log; or
34
35 (2) Any absences in excess of ten (10) days per semester (2 days per semester
36 during the summer school term) must be accompanied by a note from a
37 competent medical authority if the student is to receive credit for the
38 course. In cases where such absences are not excused by a medical
39 authority, the students will receive a grade of "I" (incomplete) in each
40 class affected by the absence. If there are extenuating circumstances not
41 covered by medical excuses, parents must petition the principal in writing.
42 A committee consisting of the school principal or his designee, a guidance
43
44
45
46
47

1 counselor and at least one teacher will meet at the end of the semester, if
2 necessary, to determine the validity of the extenuating circumstances. Only
3 one (1) extenuating circumstance petition per year per student will be
4 allowed unless special permission is granted by the school principal to
5 consider a second petition. A successful appeal will result in the grade and
6 credit being granted to the student for the class(es) in question. The "I"
7 will be converted to a failing grade should the appeal be unsuccessful.
8 *Amended 6/29/93 & 6/27/95*

9
10 (3) School activities shall not be counted as absences. Assigned work shall be
11 turned in on the date indicated by the teacher.

12
13 M. All students with limited English proficiency (L.E.P.) must be appropriately
14 identified in order to ensure the provision of appropriate services. Every student
15 identified as L.E.P. shall continue to receive appropriate instruction and funding as
16 specified by State Board Rules and Regulations and Florida Statutes until such
17 time as the student is reclassified as English proficient. Each limited English
18 proficient student enrolled in any program offered by the Florida Public Schools is
19 entitled to equal access to programming which is appropriate to his or her level of
20 English proficiency, academic achievement and special needs.

21
22 **II. Elementary Promotion and Placement**

23
24 A. A screening program for all kindergarten students will be administered yearly.
25 Results of this screening will identify students who will be considered for further
26 screening and psychological testing to determine if special placement is indicated.
27 *Amended 6/29/93*

28
29 B. An extension of the school year may be available for the students in grades K-5, as
30 directed by the principal. Students needing additional instructional enhancement to
31 continue progress may attend.

32
33 C. Required Program of Study - Grades K-5

34
35 Grades K-5 promotion should be based on successful progress as indicated by
36 report card grades, standardized test results, daily assignments, teacher
37 observation, satisfactory performance in the grade level curriculum, and other
38 objective data.

39
40 (1) The following areas of study are required for each student, K-5: Language
41 Arts, Mathematics, Science/Health, Social Studies (Florida History at 4th
42 grade).

43
44 (2) Additional courses of studies may include, but shall not be limited to:

45
46 Art
47 Career Education

1 Computers
2 Developmental Physical Education
3 Free Enterprise, Consumer and Economic
4 Education
5 Foreign Language
6 Library Science
7 Metric Education
8 Music
9 Safety
10 School Police Liaison Program

- 11
12 D. Fifth (5th) grade students who qualify for the Second Wind Dropout Prevention
13 Program may be placed in the seventh (7th) grade upon successful completion of
14 the program.
15
16 E. Beginning with the 1997-98 school year, any student who exhibits substantial
17 deficiency in reading skills, based on locally determined assessments conducted
18 before the end of grade 1, grade 2, and grade 3, or based on teacher
19 recommendation, must be given intensive reading instruction immediately
20 following the identification of the reading deficiency. The student must be
21 reassessed at the beginning of the grade following the intensive reading instruction,
22 and the student must continue to be given intensive reading instruction until the
23 reading deficiency is remedied. If the student's reading deficiency is not remedied
24 by the end of grade 2 or grade 3, the student must be retained. The School Board
25 will establish a specific level of performance on the statewide assessment test,
26 below which the student must be retained. The School Board will establish criteria
27 which may exempt the student from the mandatory retention. The student will be
28 retained no more than one time in grades 1 through 5. *Adopted 7/29/97*

29
30 **III. Middle School Promotion and Placement**

31
32 **A. General Academic Requirements**

33
34 Middle school students will receive instruction in grades six through eight in the
35 following basic subjects:

- 36
37 (1) Three years in mathematics.
38
39 (2) Three years in communications, which will include experiences in reading,
40 writing, and speaking. Developmental reading shall be provided at each
41 grade level for those students for whom the school deems such reading
42 appropriate.
43
44 (3) A minimum of three years in science, which will include instruction in life
45 science and physical or earth science.
46
47 (4) A minimum of three years in social studies, which will include the study of

1 the United States and world geography, civics, and Florida history.

2
3
4 (5) The opportunity to enroll in physical education courses, which will be
5 regularly scheduled each year by each school.

6
7 (6) A series of experiences will be provided for student development through
8 exposure to courses selected from, but not limited to, the following:
9 *Amended 6/29/93*

10		
11	Agriculture	Health
12	Art	Technology Education
13	Band	Law
14	Business	Music
15	Career Education	Public Service
16	Consumer Education	Reading
17	Foreign Languages	Writing Skills
18		

19 (7) One semester of Health or Personal Development shall be required for
20 students at the seventh or eighth grade, unless a middle school principal
21 elects to cover district health performance standards in a science course
22 and the following criteria are met: *Amended 6/30/92 & 6/29/93*

23
24 a. The science teacher involved is certified in both science and health,
25 and

26
27 b. A letter of explanation is sent to the Superintendent prior to the
28 beginning of the school year. The letter must be signed by the
29 principal and the teacher and must ensure that all student
30 performance standards for both the science and the health courses
31 will be met.

32
33 (8) In addition to the courses identified above, students must master minimal
34 skills in the area of science and computer literacy.

35
36 (9) Students who attend the eighth grade in Osceola County may elect to take
37 a maximum of two high school (dual enrollment) courses at the middle
38 school they are attending, provided the courses are taught by teachers
39 holding high school certification in the subjects offered. The high school
40 textbook will be used, and the district performance standards and grading
41 policy shall be the same as for the course offered in a high school setting.
42 In order to receive high school credit, the student must earn a final grade of
43 an "A" or "B". *Amended 6/30/92 & 6/29/93*

44
45 B. Promotion

46
47 (1) General Requirements

1 All students must pass five (5) subjects per grade level including language
2 arts, mathematics, science and social studies. Promotion should be based
3 on standardized test results, daily assignments, teacher observation, teacher
4 made tests, satisfactory attainment of the student performance standards in
5 the curriculum frameworks and other objective information. If the
6 achievement level is not being met, the teacher shall utilize deficiency/
7 progress reports to communicate with the parent during the grading period.
8 *Amended 7/2/96*
9

10
11
12 (2) Summer Programs
13

14 Students who do not successfully master all of the materials necessary for
15 promotion may attend summer school or may, at the discretion of the
16 principal, be administratively placed and have their academic class schedule
17 arranged during the following school year so as to receive instruction in the
18 academic area at the lower level that was failed on the initial attempt. If
19 the work to be made up during the summer is not done in the Osceola
20 District School System, the summer school must be conducted by a public
21 school or an accredited private school.
22 *Amended 6/30/92 & 7/2/96*
23

24 Parents may contract with state certified teachers to teach individual
25 students in lieu of attendance in a summer school program. However, if
26 the parent chooses this option, he or she must notify the child's school
27 principal in writing within fifteen (15) days after the close of the regular
28 school term. Such students will be required to pass a teacher designed
29 exam.
30 *Amended 7/2/96*
31

32 (3) Double Promotion and Acceleration
33

34 Seventh (7th) grade students who qualify for the Second Wind Dropout
35 Prevention Program may be placed into the ninth (9th) grade upon
36 successful completion of the program.
37

38 Eighth (8th) grade students promoted to the ninth (9th) grade may take
39 courses during the regular summer school for acceleration.
40

- 41 C. Special classes for students who have been administratively placed may be
42 established and designated as middle school basic skills classes without a grade
43 utilized in these classes.
44

45 **IV. High School Grade Classification and Graduation Requirements**
46

47 To graduate from high school a student must, meet all the requirements of this

1 plan, demonstrate mastery of the Student Performance Standards (229.565, F.S)
2 and meet all requirements established by the Florida Department of Education and
3 the School Board of Osceola County.

4
5 Seniors participating in high school graduation ceremonies shall have completed all
6 requirements for graduation as set forth in this Pupil Progression Plan. Seniors
7 receiving a Certificate of Completion or a Special Certificate of Completion will
8 also be eligible to participate in the ceremonies. *Amended 6/28/94*

9
10 Graduation ceremonies will be scheduled at the end of the regular academic year
11 and at the close of the second summer session each year.

12
13 Students enrolled in a District K-12 dropout prevention program and earning a
14 GED equivalency diploma may participate in the graduation ceremony of the high
15 school in their attendance zone. *Amended 7/23/91*

16
17
18 A. Grade Classification

- 19
20 (1) A student must have earned 5 credits to be classified as a sophomore.
21
22 (2) A student must have earned 11 credits to be classified as a Junior.
23
24 (3) A student must have earned 18 credits to be classified as a Senior.
25
26 (4) Students who transfer into Osceola County from public schools shall be
27 classified according to their grade placement at the school from which they
28 transfer. Thereafter they will follow classification as set up by Osceola
29 County except for those students who transfer as seniors.
30
31 (5) All students who attend school in Florida as ninth or tenth graders will be
32 required to earn one-half credit in personal fitness and one half credit in
33 Life Management Skills in order to receive a diploma from an Osceola
34 County high school. *Amended 7/23/91*
35
36 (6) All transfer students will be expected to attempt to earn a minimum of
37 three (3) credits per semester in the year of their transfer; however, no
38 requirement for specific course work will be retroactive except as stated
39 above.

40
41 The requirements of the School Board shall not be retroactive for transfer
42 students provided the student has met all requirements of the school,
43 school district or state from which he/she is transferring (6A-1.095).
44 *Adopted 6/30/92 & Amended 6/27/95*

45
46 Students will be limited to the transfer of no more than two high school
47 credits earned prior to entry into the ninth grade. Such credits must have

1 been earned at the eighth grade level and follow Pupil Progression Plan rule
2 III A(9). *Adopted 6/30/92 & Amended 6/27/95*

- 3
4 (7) Students may be promoted to the next grade at the end of the first semester
5 of a school year provided they have earned the following number of
6 credits: *Adopted 7/23/91*

7
8 Sophomore - 8 credits

9
10 Junior - 14 credits

11
12 Senior - 21 credits

- 13
14 (8) Seniors who have earned 24 credits by the end of the first semester in a
15 given school year may pursue one of the following options: *Adopted*
16 *7/23/91*

17
18 a. Graduate at the end of the first semester. (Students will receive
19 their diplomas and be permitted to participate in graduation
20 ceremonies at the end of the second semester.)

21
22 b. Participate in the early admissions program at Valencia Community
23 College, if they qualify.

24
25 c. Remain at the high school to pursue advanced academic and/or
26 vocational studies.

27
28 B. Requirements for Graduation *Amended 6/30/92 & 7/29/97*

- 29
30 (1) Credits needed for graduation - 24

31
32 The courses listed below shall include the requirements of Sections
33 233.061 and 232.246, Florida Statutes. The 24 credits shall be distributed
34 as follows:

35
36
37

Language Arts Four (4) credits

38
39
40 Mathematics Three (3) credits
41 Algebra 1 or Equivalent or
42 a higher level mathematics
43 course
44 [Effective for incoming 9th
45 graders 1996-97 and thereafter]
46 *Amended 8/6/96*
47

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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-half (1/2) credit
in Personal Fitness

Shall be deemed 9th and 10th grade courses.

Participation in an interscholastic sport, whether at the freshman, junior varsity, or varsity level, for a full season, shall satisfy the requirement for Personal Fitness; 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-half (1/2) credit requirement in physical education. *Adopted 7/29/97*

Life Mgt. Skills/ Health One-half (1/2) credit

Shall be deemed 9th and 10th grade courses.

Practical Arts/Performing
Fine Arts One (1) credit

In order to meet this requirement, students may earn:

One credit in Practical Arts Vocational Education or Exploratory
Vocational Education:

OR

One credit in Performing Fine Arts:

OR

One-half (1/2) credit each in Practical Arts, Vocational Education or
Exploratory Vocational Education and Performing Fine Arts.

1
2 Practical arts may be fulfilled by any secondary or eligible
3 postsecondary course in the Vocational Section or by substituting one
4 of the basic Computer Education Courses or Journalism II, III or IV on
5 a curriculum equivalency basis.

6
7 No more than one (1) credit in Exploratory Vocational courses may be used
8 for credit toward high school graduation.

9
10
11 Electives Nine (9) credits
12

13
14 A grade-point average of 1.5 on a 4.0 scale will be needed for the twenty-
15 four (24) credits used to meet state graduation requirements.

16
17 Beginning with the 1996-97 school year, incoming 9th grade students will
18 be required a grade-point average of 2.0 on a 4.0 scale for twenty-four (24)
19 credits used to meet the state graduation requirements. *Amended 8/6/96*

20
21 Students who entered the ninth grade prior to the 1996-97 school year
22 must maintain a cumulative grade point average of 2.0 on a 4.0 scale, or its
23 equivalent, in the courses required by Florida Statutes 232.246(1), or have
24 an overall cumulative grade point average of 2.0 or above for all
25 coursework beginning July 1, 1997 or later. Parents of students who have
26 cumulative grade point averages less than 0.5 above the required
27 graduation level shall be notified that the student is at risk of not meeting
28 the graduation requirements. This notification shall be in the form
29 provided in the District approved reporting procedures. *Adopted 7/29/97*

30
31 Each student is entitled to "...13 consecutive years of instruction, beginning
32 with kindergarten, ..."

33
34 The student must also pass the High School Competency Test (HSCT).

- 35
36 (2) A student may not enroll in Level I courses unless the assessment of the
37 student indicates that a more rigorous course of study would be
38 inappropriate, in which case, a written assessment of the need must be
39 included in the student's individual education plan or in a student
40 performance plan signed by the principal, the guidance counselor, and the
41 parent. *Adopted 7/29/97*
- 42
43 (3) For those students at each grade level in grades 9 through 12 who have
44 attained a cumulative grade point average at or below the minimum
45 required for graduation, the following options will be made available. The
46 programs offered include provisions for assisting students at or below the
47 required cumulative grade point average to achieve the required cumulative

1 grade point average. *Adopted 7/29/97*

2
3 a. Students who have completed more than nine elective credits may
4 choose to have the lowest elective grades of those courses in excess
5 of the 24 credits required for graduation dropped before the
6 computation of their GPA's. *Adopted 7/29/97*

7
8 b. Students who earn any grade other than an "A" may retake the
9 course to improve their skills, grade, and GPA. The highest grade
10 earned will be used to calculate the cumulative grade point average.
11 Credit toward graduation can only be awarded once.
12 *Adopted 7/29/97*

13
14 c. Students who have not attained the required grade point average
15 are eligible to attend summer school in an attempt to raise the
16 cumulative grade point average. *Adopted 7/29/97*

17
18 (4) Eighth (8) grade students may enroll in an approved course designated as a
19 9th - 12th grade course by the current course code directory, and will be
20 classified as a high school student for the period of time involved. Students
21 earning credit through such high school courses will be credited with
22 meeting the requirements designated in the district pupil progression plan
23 as required for promotion for the appropriate pre-ninth grade course(s).
24 *Amended 7/29/97*

25
26 (5) All students who earn any grade other than an 'A' may retake the course to
27 improve their skills, grade, and G.P.A. The highest grade earned will be
28 used in calculating the grade point average. Credit toward graduation can
29 only be awarded once. *Amended 7/23/91 & 7/29/97*

30
31 (6) Students who have completed more than nine elective credits may choose
32 to have the lowest elective grades of those courses in excess of the 24
33 credits required for graduation dropped before the computation of their
34 G.P.A.

35
36 (7) All high schools will utilize a Pacer Scale for honors courses as a means to
37 determine class ranking. Pacer Points will be assigned based upon the
38 Grading Scale adopted by the School Board. High schools will assign the
39 Pacer Points to all Advanced Placement (AP), Dual Enrollment (DE), and
40 all Honors or Advanced courses in the core curriculum areas of Language
41 Arts, Mathematics, Science, and Social Studies. In addition to the
42 Honor/Advanced courses described above, Math Analysis, Trigonometry,
43 and Calculus will be included within the Mathematics core. *Adopted*
44 *7/29/97*

45
46 Schools who have not previously participated in this program will
47 implement it beginning with those students entering the ninth (9th) grade
48 during the 1997-98 school year. *Adopted 7/29/97*

49

1 C. Curriculum Frameworks-Grades 9-12 Basic and Adult Education

2
3 A curriculum framework is a broad guideline which directs district personnel by
4 providing specific instructional plans for a given subject or area of study and is
5 consistent with the Course Code Directory. Curriculum frameworks are contained
6 in the publication "Curriculum Frameworks for Grades 9-12, Adult Basic
7 Program". This publication is on file at each high school and the district office.

8
9 The above frameworks include the Exceptional Student Education Courses and the
10 Vocational Courses.

11
12 D. Student Performance Standards

13
14 Student Performance Standards have been developed cooperatively with district
15 personnel for the intended outcomes specified in each curriculum and are also on
16 file at each high school and the district office.

17
18 Students must show mastery of the performance standards before credit for course
19 is awarded. Upon successful completion of the course, with at least sixty-five per
20 cent (65%) proficiency, students will have demonstrated mastery. Student mastery
21 will be assessed through the use of teacher observation, classroom assignments and
22 examinations. Students must also meet the attendance requirement as set forth in
23 section 6.21. G or H of School Board Rules.

24
25 E. Home Instruction

26
27 As provided by Florida Statute 232.02 parents may choose to place their children
28 in a home instruction program in lieu of public school. The requirements of the law
29 will be monitored through Pupil Services. *Revised 7/23/91*

- 30
31 (1) Parents who wish to place their children on a home instruction program are
32 required to notify the Superintendent in writing of such intent within two
33 (2) weeks of the student's withdrawal from school. *Amended 9/17/96*
- 34
35 (2) The parent of a home instruction student is required to keep a daily
36 attendance record. In addition, the parent is required to keep a daily work
37 log of assignments made, page numbers covered, concepts taught, length
38 of study day and whether assignments are completed. All materials related
39 to home instruction shall be kept by the parent for a period of not less than
40 two (2) years from the date of enrollment in the program. Parents of home
41 instruction students will be required to have an academic evaluation
42 completed yearly on each student. The parent will have the responsibility
43 of arranging said evaluation at parental expense and will be responsible to
44 see that the printed report of said evaluation is sent to the Superintendent.
- 45
46 (3) The school district may set up conferences with home instruction families
47 during the course of the school year to verify that the laws of the State of

1 Florida and the rules of the School Board of Osceola County are being
2 kept as pertains to home instruction. Parents will be given fifteen (15) days
3 notice of intent of the school board designee to meet with them to discuss
4 the program. *Amended 9/17/96*
5

6
7 (4) Parents who fail to meet the requirements of State law (232.01) and School
8 Board rules governing home instruction will be required to re-enroll their
9 home instruction student(s) in school. The parents of the student(s)
10 required to return to school for failure to meet the requirements of the
11 home instruction regulations will be denied any request for a home
12 instruction program for a period of one full academic year from the date of
13 re-enrollment.
14

15 (5) All students working at the elementary or middle school level will be
16 evaluated for grade level placement if they return to the public school
17 system of Osceola County. If a student is enrolled in a home instruction
18 program for less than one school semester the student will be enrolled at
19 the same grade level with no testing required. *Amended 9/17/96*
20

21 (6) Florida Statute, section 232.02 states that it is the responsibility of the
22 parent to provide a written evaluation of the home-schooled student's
23 progress. With respect to the awarding of high school credit, the
24 Superintendent agrees to the following stipulations: *Revised*
25 *9/17/96*
26

27 a. The student must present to the school principal a listing of the
28 specific courses for which credit is requested along with the student
29 portfolio. For those courses where the curriculum has been aligned
30 with the computer assisted instructional program in use in the
31 District, credit will be determined upon successful completion of
32 the course content utilizing the computer assisted instruction.
33

34 b. For specific courses where the District does not provide a computer
35 assisted equivalent, the student must:

36
37 1. Present a teacher's written recommendation for credit, and
38 a passing grade on the District grading scale. *Adopted*
39 *9/17/96*
40

41 2. Include a description of the course which must be made by a
42 Florida certified teacher who has at least one (1) year of
43 experience teaching the specific course for which credit is
44 requested. This experience must be in a public school, or an
45 accredited private school and the experience must be within
46 a four year period preceding the credit request. If not an
47 employee of the Osceola County School Board, the teacher
48 shall attach a resume to verify relevant experience. All

1 teachers must submit the teacher certification number with
2 the recommendation for credit. The teacher certifying
3 credit shall not be a member of the immediate family.
4 *Adopted 9/17/96*

5
6 3. Procure, schedule and locate qualified teachers to conduct
7 the evaluations for home-schooled courses for which credit
8 is requested. *Adopted 9/17/96*

9
10 c. Students who request credit according to the above stipulations
11 shall be classified according to age/grade appropriate placement.
12 Any courses requested for credit must align with the graduation
13 requirements and be contained within the maximum number of
14 credits allowable under the District adopted Pupil Progression Plan.
15 *Adopted 9/17/96*

16
17 (8) Students who expect to earn Summer School credit in a home instruction
18 program must be registered with the Superintendent by the end of the first
19 grading period (second week) of summer school.

20
21 (9) Home education students may participate in dual enrollment, vocational
22 dual enrollment and early admission. Credit by examination is available
23 through approved correspondence courses. The home education student is
24 responsible for his/her instructional materials and transportation unless
25 provided for otherwise. The enrollment shall be in accordance with the
26 guidelines established by the Community Colleges and State Universities.
27 *Adopted 7/2/96*

28
29 (10) Home education students are eligible to participate in interscholastic
30 extracurricular student activities. Guidelines for participation will be
31 established pursuant to 232.425, F.S. and will be made available to home
32 education students choosing to participate in interscholastic extracurricular
33 activities. *Adopted 7/2/96*

34
35 (11) Students who are participating in a home instruction program in
36 accordance with Florida Statutes, section 232.02(4), may be admitted to
37 the public school on a part-time basis. *Adopted 9/17/96*

38
39 a. Students in home education who wish to attend public school must
40 have met all criteria for a home education program during the entire
41 semester immediately prior to the time of admission, meet the same
42 registration requirements as full-time students, and enroll for and
43 attend at least one (1) regularly scheduled class period at the zoned
44 school. Such students must register prior to the start of the
45 semester they will attend. Full-time students will be given priority
46 in course registration. Home-schooled students who are excluded
47 from a class/course at their zoned school due to space limitations

1 may attend another school if space in that class/course is available.
2 *Adopted 9/17/96*

- 3
4 b. The Board is not responsible for the transportation of students in a
5 home education program to or from the school. The school
6 principal will establish the time and place for arrival and departure
7 of home education students. Students who attend school on a part-
8 time basis are subject to all applicable rules and regulations
9 pertaining to full-time students. *Adopted 9/17/96*

10
11 F. Cumulative Grade Point Average

12
13 A student must have a cumulative grade point average of 1.5 on a 4.0 scale for all
14 required courses in order to receive a diploma from an Osceola County School. At
15 the end of each semester each student shall be notified in writing of his cumulative
16 grade point average as required for graduation. Beginning with the 1996-97
17 school year, incoming 9th grade students will be required a grade-point average of
18 2.0 on a 4.0 scale. *Amended 7/2/96 & 9/17/96*

19
20 Auth: 230.23 (6) (a) (b)
21 Imple: 232.246

22
23
24 G. Challenger Learning Center - Grade Levels 9-12 *Amended 6/30/92*

25
26 This is a program specifically designed for school dropouts, in order to provide
27 them with a vehicle to complete a high school program; or in some instances, to
28 assist those students into reentering a regular high school setting, once they have
29 completed some credit requirements.

30
31 A total of 24 credits must be earned for graduation. These credits are described in
32 section IV B.

33
34 This is a competency based program with students demonstrating mastery of the
35 student performance standards. Elective credits for related work experience (OJT)
36 in this program are earned on the same basis as in the regular day-school
37 vocational programs.

38
39 Only students who have been withdrawn from school for a minimum of nine school
40 weeks are eligible for placement in this program. Exceptions to this placement
41 may be approved, based on extenuating circumstances, by a three member
42 committee of Instructional Department administrators. A cooperative effort
43 between the Instructional Department and Student Services will provide the
44 guidance and scheduling for student placement and follow-up. Students must
45 agree to attend a minimum of 15 hours per week of classroom instruction during
46 the regular school year.
47

1 Students must:

- 2
- 3 (1) earn twenty-four credits as stated above with a 1.5 G.P.A.,
- 4
- 5 (2) Beginning with the 1996-97 school year, incoming 9th grade
- 6 students will be required a grade-point average of 2.0 on a 4.0
- 7 scale and, *Adopted 9/17/96*
- 8
- 9
- 10 (3) pass all necessary parts of the High School Competency Test
- 11 (HSCT).
- 12

13 An articulation meeting will be arranged for the students wishing to re-enter the

14 regular high school program. A Challenger student returning to a regular school

15 program may transfer a maximum of eight credits per year unless additional credits

16 are approved by the Superintendent.

17

18 Although this program is designed to provide students with a non-traditional

19 school setting in order to meet individual needs, the school district Code of

20 Student Conduct is in effect and School Board Rules governing student conduct

21 will be followed.

22

23 **V. Types of Diplomas**

24

25 Students in Osceola County Schools may earn the following types of diplomas:

26

- 27 (1) Regular
- 28
- 29 (2) Special
- 30
- 31 (3) Certificate of Completion
- 32
- 33 (4) Special Certificate of Completion
- 34
- 35 (5) Adult High School Diploma
- 36
- 37 (6) Florida High School Diploma (G.E.D.)
- 38
- 39 (7) Adult Special High School Diploma *Adopted 9/17/96*
- 40

- 41 A. A Regular Diploma shall be issued to students who meet the conditions set forth
- 42 in this Pupil Progression Plan section IV. This must include passing the High
- 43 School Competency Test (HSCT). *Amended 7/23/91*
- 44
- 45 B. A Special Diploma shall be awarded to properly classified educable mentally
- 46 handicapped, trainable mentally handicapped, profoundly, mentally handicapped,
- 47 hearing impaired, specific learning disabled, emotionally handicapped, physically

1 handicapped whose ability to communicate orally or in writing is seriously
2 impaired. Students must also master the Revised Minimum Performance
3 Standards according to assigned State performance levels.
4 *Amended 7/23/91 & 6/28/94*

5
6 These performance standards must be documented by the exceptional student
7 teacher starting in kindergarten and progressing through graduation from high
8 school. Specific grade levels for completion are given to designate when the child
9 should master the appropriate competency.

10
11 The Revised Minimum Student Performance Standards for Exceptional Students
12 Tracking Form should be used for students that will be graduating from high
13 school.

14
15 C. 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
17 Competency Test. *Amended 7/23/91*

18
19 D. 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 E. Adult High School Diploma *Amended 7/23/91 & 7/29/97*

24
25 Adult students completing all established credit requirements may receive a
26 Regular Adult High School Diploma.

27
28 F. Florida High School Diploma *Amended 7/23/91*

29
30 Students or residents who are eighteen (18) years old or older and students who
31 have met all requirements for graduation except the attainment of a 2.0 cumulative
32 grade point average may apply to take the GED exam. *Amended 9/17/96 &*
33 *7/29/97*

34
35
36
37 G. Adult Special Diploma *Adopted 9/17/96*

38
39 Any adult student who is twenty-one (21) or older and classified as educable
40 mentally handicapped, trainable mentally handicapped, profoundly mentally
41 handicapped, hearing impaired, deaf, specific learning disabled, physically
42 impaired, visually impaired, blind, autistic or emotionally handicapped may be
43 awarded an adult special diploma if all requirements are met.

44
45 **VI. Credits Applicable Toward Graduation**

46
47 A. Early Admission for Advanced Studies

1
2 Students who meet the prerequisites of an early admission and advanced studies
3 program may be permitted to enroll as a full-time post secondary student during
4 their senior year in high school. Such programs shall meet the following
5 conditions:

- 6
7 (1) Approval of the program by the School Board shall be obtained before the
8 end of the first month of the final year of high school or before the end of
9 the first semester if entry is expected during the second semester of the
10 final year of high school.
11
12 (2) The student shall be accepted by a state accredited post-secondary school
13 or university after completion of three (3) full senior high school years, and
14 a minimum of eighteen (18) credits is earned.
15
16 (3) The student shall maintain at least an overall "C" average.
17
18 (4) Any senior enrolled in college courses full-time may re-enter a high school
19 within the district as a full-time student at the end of the high school
20 semester.
21
22 (5) Any credit earned at the accredited post secondary level may be substituted
23 for a required high school credit in the same discipline. Successful
24 completion of a 3-hour college course will equal 1/2 high school credit.
25

26 B. Dual Enrollment

- 27
28 (1) A student may enroll in one or more classes at the college level or in an
29 accredited vocational school while still attending high school. Credit may
30 be earned toward graduation as stated in section VI A (3).
31

32 Auth: Rule 6A-10.0241, FAC

- 33
34 (2) The request of a student to participate in this program must be in writing.
35 Signature of the guidance director and the principal shall constitute
36 approval.
37

38 (3) Dual Enrollment VCC

39
40 The School Board of Osceola County and Valencia Community college
41 shall co-sponsor appropriate college courses in high schools during the
42 normal class hours when requested by the principal. Students enrolled in
43 co-sponsored classes shall earn both high school credit from the Osceola
44 County School Board and college credit from Valencia Community College
45 if they meet at least the minimum requirements for satisfactory completion
46 of such classes. In order to receive VCC credit in co-sponsored classes,
47 high school students will be required to make application to VCC and

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complete the registration process.

No fees shall be assessed for high school students enrolled in these co-sponsored courses. Students who enroll in co-sponsored classes shall have either:

- a. completed the tenth grade with a high school grade point average of 3.0 or above, or *Amended 7/23/91*
- b. be in an exceptional student education program with an individual education plan which indicates the ability for advanced studies (i.e. "gifted program").

(4) Students seeking dual enrollment in mathematics, English or vocational classes shall present evidence of successful completion of the relevant section of the entry level examination for placement given by the school, college or university at which the student is seeking enrollment.

C. Co-Enrollment *Amended 3/3/92*

A high school student who is at least sixteen (16) years of age may enroll in the Community High School Co-enrollment Program for English, mathematics, science, or social studies credit, or any course pre-approved by Community High School. Permission to enroll in this program must be obtained in advance from the principal or designee. A maximum of four (4) credits may be earned in this program. A Co-enrollment Contract (FC-370-311) must be signed by all parties and a Co-enrollment Registration Form (FC 370-1710) must be completed by all students. *Amended 6/27/95 & 7/29/97*

Classes will be established according to enrollment standards set by Community/Adult Education.

D. Course Modification

High School students who meet the district's requirements for an approved dropout prevention program, an honors accelerated credit program, or a vocational/technical program may be enrolled in modified courses to earn additional credits. *Amended 7/2/96*

E. Summer School for Grades 9-12

High school students may attend summer school to make up a failed subject or for accelerated credit.

F. College Course Credit

Any passing grades received in courses from a college may be accepted toward

1 requirements for graduation from Osceola County. Three (3) college semester
2 hours shall be considered equivalent to one-half (1/2) high school credit.

3
4
5 G. Credit from Correspondence

6
7 Credit from Correspondence from a university will be acceptable so long as the
8 course code number of the course taken corresponds to acceptable high school
9 course code numbers. It shall be the responsibility of the student to provide
10 verification of successful completion from the University to the high school.

11
12 H. Community Service Credit *Adopted 6/29/93*

13
14 A student may choose to earn one-half elective credit for non-paid voluntary
15 community or school social service work, which shall include a minimum of 75
16 hours of service work and require the student to identify a social problem that
17 interests him, develop a plan for his personal involvement in addressing the
18 problem, and, through papers or other presentations, evaluate and reflect upon his
19 experience.

20
21 Credit may not be earned for service provided as a result of court action.

22
23 I. Science and JROTC Substitution *Amended 6/29/93*

24
25 Upon completion of the JROTC Aerospace Science program, including Aerospace
26 Science II and III, students may substitute on a curriculum equivalency basis one
27 JROTC credit for General Science (2002310) to satisfy one of the three science
28 requirements needed for graduation.

29
30 J. Vocational Education Course Substitutions *Revised 6/30/92 & Amended 6/29/93*

31
32 Section 236.081(1)(n), Florida Statutes, requires district school boards to provide
33 for vocational program substitutions not to exceed two credits in each of the
34 nonelective subject areas of English, mathematics, and science. The vocational
35 program that is substituted for a nonelective academic course will be funded at the
36 level appropriate for the vocational program.

37
38 Any Student in grades 9 through 12 who enrolls in and satisfactorily completes a
39 job preparatory program may substitute credit for a portion of the required four
40 credits in English, three credits in mathematics and three credits in science. The
41 credit substituted for English, mathematics or science earned through the
42 vocational preparatory program shall be on a curriculum equivalency basis.

43
44 Vocational course substitutions shall not exceed two (2) credits in each subject
45 area. In addition, a program which has been used to substitute in one subject area
46 may not be used to substitute for any other subject area.

1 A student who completes a job preparatory program and substitutes part of that
 2 program for Business Mathematics I, Business Mathematics II, Business English I,
 3 Business English II, General Science, or Anatomy and Physiology may not take
 4 any of these courses and receive additional credit.

5
 6 Job preparatory programs which have been identified as being the equivalent of
 7 Business English I (#1001440), Business English II (#1001450), Business
 8 Mathematics I (#1205380) and can be used as the substitute credit are as follows:
 9

10
 11 **JOB PREPARATORY PROGRAM SUBSTITUTIONS** *Amended 7/2/96*

SUBJECT AREA	PROGRAM COURSE	PROGRAM//COURSE #
Business English I 8209200 (#1001440)	Recordkeeping	
	Office Support Systems	8209100
	Office Support Technology	8209000
	Secretarial Services	8212300
	Business Management	8215100
Business English I (#1001440) and/or Business English II (#1001450)	Information Processing	8212000
Business Mathematics I (#1205540)	Information Processing	8212000
	Office Support Technician	8209000
	Business Computer Programming	8206300
	Secretarial Services	8212300
	Data Entry	8206200
	Computer Applications	8206100
Business Mathematics I (#1205540) and/or	Financial Records	8203100
	Business Management	8215100
Business Mathematics II	Accounting	8203200

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(#1205390)			
Pre-Algebra (#1200300)	Electronics		8730000
General Science (#2002310)	Nursery and Horticulture Operations	8121200	
	Nursery Operations		8121600
	Animal Science & Services		8106200
	Agritechnology		8106800
Anatomy and Physiology (#2000350)	Health Service Occupations		8415100

K. Cooperative Education *Revised 6/30/92*

(1) Definition

High school credit may be earned by vocational students using the cooperative education method of instruction. Cooperative education involves paid, supervised, concurrent employment that is directly related to the student's in-school training. The cooperative education method is available for junior and senior students. At-risk high school students in any grade may be enrolled in Work Experience. All cooperative education job sites must be approved by the coordinator; students shall not be employed by members of the immediate family.

Cooperative education is not a program but a method of instruction used in several vocational programs. Students who complete a vocational program using the cooperative method are coded on the final class reports as completers of the vocational program.

(2) Types of Programs

There are several programs offering the cooperative method of instruction: Agribusiness Cooperative Education for students employed in agriculture occupations and enrolled in an Agribusiness vocational program, Business Cooperative Education for students employed in office occupations and enrolled in a Business Education vocational program, Cooperative Health Occupations Education for students employed in health occupations and enrolled in a Health Occupations vocational program, Marketing Education for students employed in marketing occupations and enrolled in a Marketing Education vocational program, and Industrial Cooperative

1 Education for students in industrial occupations and enrolled in an
2 Industrial Education vocational program. If a specialized program is
3 available and a student qualifies for the specialized program, the student
4 should be enrolled in the cooperative education course for that specialized
5 program. If a specialized program is not available or if the specialized
6 program does not have a vacancy, the student should enroll in Diversified
7 Cooperative Training (DCT) program. DCT provides opportunities for
8 selective placement based on the student's occupational objectives and the
9 development of occupational competencies.

10
11 Junior and senior students may be released from school one or two periods
12 for cooperative education that is supervised, on-the-job training (OJT), but
13 they must be enrolled in one or more related courses in the particular
14 vocational program area during the school day. Fifth year seniors who
15 have met all other graduation requirements may be released for additional
16 periods.

17
18 (3) Hours Worked

19
20 Students released from school must work an average of eight (8) hours per
21 week for each school period they are released. A student must work 144
22 hours during the semester to earn one-half (1/2) credit or 288 hours during
23 the semester to earn one (1) credit toward high school graduation
24 requirements.

25
26 (4) Forms Required

27
28 a. Application/Agreement

29
30 Prior to enrollment in the program, the student must complete a
31 cooperative education application, which must be signed by the
32 student and the parent or guardian.

33
34 b. Agreement

35
36 An agreement must be signed by the student, parent or guardian,
37 coordinator, and employer. If the student changes jobs, a new
38 agreement must be signed by each of the parties. The original copy
39 of the signed agreement must be in the student's file for program
40 review.

41
42 c. Time Sheets

43
44 For every month the student is enrolled in cooperative education, a
45 time sheet signed by the student and employer must be on file. The
46 time sheet must list the day and time worked and monies earned.
47 This time sheet must be in the student's file for program review.

1
2 d. Evaluation

3
4 An evaluation completed by the employer must be on file for each
5 student every grading period. The original must be in the student's
6 file for program review. A copy of the evaluation should be given
7 to the student and the employer. The cooperative education
8 program curriculum frameworks outline the specific skills that must
9 be evaluated.

10
11 e. Training Plans

12
13 A training plan must be prepared for each cooperative education
14 student. The training plan, which must list the competencies to be
15 mastered in the classroom and those competencies to be mastered
16 on the job, must be signed by the employer, the student, and the
17 coordinator. As a student masters the listed competencies, mastery
18 must be reflected in the student's file for program review.

19
20 f. Visitation Record

21
22 Each cooperative education student must be visited at his or her
23 work site at least once per grading period by the coordinator. A
24 record of these visits must be maintained.

25
26 (5) Absences

27
28 Any cooperative education student who is absent from school for any part
29 of the school day may not report to work that day without the prior
30 approval of the coordinator.

31
32
33 (6) Grades

34
35 The grades the student earns for the classroom and OJT are assigned by the
36 coordinator.

37
38 (7) Periods of Unemployment

39
40 a. A student who is new to the program may have up to ten days to
41 secure appropriate employment. If the new student is still not
42 employed in an appropriate training site after ten days, he or she
43 may be removed from the cooperative phase and enrolled in suitable
44 classes. An unemployed student is not permitted to leave school
45 early without the coordinator's approval.

46
47 b. Students who wish to change jobs during the school year should

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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.

L. Awarding Credit and Grades

(1) A student shall complete a semester's work in order to be promoted or to receive credit for the semester's work. Students who complete the semester's work, except taking the final examinations, may at the discretion of the principal, arrange to take the examination prior to the opening of the next succeeding school year.

Work or credit earned from a non-accredited school or school from outside Osceola County shall be accepted toward graduation upon validation. Validation of credit may be made by the student's successful completion of a standardized test in the subject.

(2) Grading and Reporting *Amended 7/29/97*

Schools shall follow the following state adopted grading system plan for grading and reporting pupil progress.

Students and parents are to be advised of the grading criteria employed in the school and in each class at the beginning of the grading period.

GRADE

<u>Grade Value</u>	<u>Percent</u>	<u>Point Value</u>	<u>Definition</u>	<u>Pacer</u>	<u>Point</u>
A	94-100	4	outstanding progress	5	

1	B	85-93	3	above average	4
2					
3	C	77-84	2	Adequate progress	3
4					
5	D	70-76	1	lowest acceptable	2
6				progress	
7					
8	F	0-69	0	failure	0
9					
10	I	0	0	incomplete	0

(3) Grades will be awarded at the end of each grading period. These grades will reflect all work assigned and achieved during that grading period. Credit may be awarded at the end of a grading period (nine weeks or semester). *Amended 6/30/92 & Amended 6/27/95*

(4) Final grades may be awarded on a semester or yearly basis in high schools or on a yearly basis in middle and elementary schools. *Amended 6/27/95*

(5) When two nine weeks are used to determine a final grade, each nine weeks shall count 50% of the final grade, that is the total shall be divided by two (2). When a semester exam is given, each of the nine weeks grades shall count 40% and the exam grade shall count 20% of the final grade, and the total shall be divided by five (5). *Amended 6/30/92 & 7/2/96*

(6) In grades 3-5, report card evaluation should reflect student growth during the grading period as indicated by objective test data, teacher observation and portfolio information.

In grades 6-8, the grade point values of the grading period and exam grade are averaged to determine the final grade. If the quotient result is 1.5 or higher, the grade shall be rounded to the next highest letter. Rounding of grades less than 1.0 shall be left to the discretion of the instructor. In determining final grades, a zero shall be assigned for no work or dishonest work and may rank as -1 on the grade point scale upon the approval by the principal. *Amended 6/30/92*

(7) In grades 9-12, a numerical average is determined by the teacher, at the end of each nine (9) week grading period and the corresponding letter grade (as determined by the grading scale above) is recorded on the report card. If a semester exam is given, the numerical exam score is also converted to the corresponding letter grade as determined by the above grading scale. To determine the final grade, the numerical grades are average together, as outlined two paragraphs above, and numerical average will be converted to the corresponding letter grade from the grading scale, and reported on the report card. *Amended 7/2/96*

- 1 (8) If an I (incomplete) is recorded on a report card, the requirements for
2 which the incomplete was assigned must be satisfied within two weeks of
3 the issuance of the report cards or the I becomes an F. At the teacher's
4 discretion a longer period of time may be allowed for make up work. The
5 use of Pacer Points is optional and at the discretion of the Principal. Pacer
6 Points should be used only in determining rank in the senior class and shall
7 not be used in determining grade point averages. *Amended 7/23/91*

8
9 **VII. Florida Academic Scholars Certificate/Florida Gold Seal Vocational**
10 **Endorsement & Florida Bright Futures Scholarship Program** *Revised*
11 *6/29/93 & Amended 7/29/97*

- 12
13 A. The Florida Academic Scholars Certificate is designed to encourage and to
14 recognize outstanding performance and academic achievement by high school
15 students. (232.24 65, F.S.) In order to qualify as a Florida Academic Scholar, a
16 student must:

- 17
18 (1) Complete a program of at least twenty-four (24) credits of advanced level
19 studies in grades 9 through 12 as prescribed by the State Board of
20 Education, including as a minimum: *Amended 7/29/97*
- 21
22 a. Four years of progressively advanced instruction in language arts,
23 including courses in English composition and literature.
24 *Amended 7/23/91*
- 25
26 b. Four years of progressively advanced instruction in science,
27 including laboratory courses in biology, chemistry and physics
28 where laboratory facilities are available. *Amended 7/23/91*
- 29
30 c. Four years of progressively advanced instruction in mathematics,
31 including courses in algebra and geometry, and calculus or
32 trigonometry.
- 33
34 d. Two years of sequential foreign language.
- 35
36 e. One year in Practical Arts Vocational Education OR Exploratory
37 Vocational Education OR one year in Performing Fine Arts or one-
38 half year each in Practical Arts Vocational Education or
39 Exploratory Vocational Education and Performing Arts.
- 40
41 f. Three years of instruction in social studies, including courses in
42 American history and government, World History; and comparative
43 political and economic systems.
- 44
45 g. One year of instruction in health and physical education to include
46 assessment, improvement, and maintenance of personal fitness.
- 47

1 h. Credits in general electives to complete the graduation
2 requirements.

- 3
- 4 (2) No grade below "C", a grade point average of 3.0 on a 4.0 scale for all
5 courses taken in grades 9-12 for which credit is granted.
- 6
- 7 (3) A score of 1,180 or more on the combined verbal and quantitative parts of
8 the Scholastic Aptitude Test of the College Entrance Examination Board,
9 SAT or a composite score of 27 or more on the American College Testing
10 Program's ACT. *Amended 7/2/96*
- 11
- 12 (4) Demonstrate mastery of the student performance standards and basic skills
13 required by F.S. 232.246 (l)(a) and (b).
- 14
- 15 (5) Effective with the freshman class of the 1993-94 school year, complete a
16 program of community service work which shall include a minimum of 75
17 hours of service work and require the student to identify a social problem
18 that interests him, develop a plan for his personal involvement in addressing
19 the problem, and, through papers or other presentations, evaluate and
20 reflect upon his experience.

21

22 B. The Florida Gold Seal Vocational Endorsement/Scholarship Program recognizes
23 and awards academic achievement and vocational preparation by high school
24 students.

25

26 High school students may participate in this program in accordance with Florida
27 Statute 232.2467 and State Board Rule 6A-1.092. In order for a student to
28 qualify with the Florida Gold Seal Endorsement, students must apply for the Gold
29 Seal through the district office during their senior year prior to graduation. Mid-
30 year graduates may be included with regular ones. Summer graduates should
31 apply for the Gold Seal Scholarship with regular graduates but their Gold Seal
32 Application/Checklist should be submitted when they complete summer school.

33

34 The following criteria must be met by each student in order for the district to
35 award the Gold Seal:

- 36
- 37 (1) Earn a standard high school diploma based on at least 24 credits inclusive
38 of all standard high school coursework and vocational program
39 coursework;
- 40
- 41 (2) Complete three vocational credits in a sequential program of studies
42 or
43 Complete a vocational job preparatory program consisting of two credits
44 plus one credit of on-the-job training or one credit of Guided Workplace
45 Learning (8300430) or the one credit course Business Ownership
46 (8812000). *Amended 7/2/96*
47 or
48 An equivalent dual enrollment course/program; *Adopted 7/29/97*

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- (3) Earn a cumulative unweighted grade point average (24 standard diploma credits minimum) of at least 3.0;
- (4) Earn an unweighted grade point average of at least 3.5 in courses comprising the vocational program;
- (5) Demonstrate mastery of Employability Skills;
- (6) Demonstrate mastery of Basic Skills in reading, mathematics, and writing;

C. Florida Bright Futures Scholarship Program *Adopted 7/29/97*

The Florida Bright Futures Scholarship provides for tuition and fee reimbursement for undergraduate studies - full-time or part-time - at a public or private university, community college or vocational/technical school.

VIII. Exceptional Education Students

A. Elementary and Middle Schools

- (1) Specific Learning Disabled, Educable Mentally Handicapped, Speech/Hearing Therapy, Hearing Impaired, Emotionally Handicapped, Gifted, Homebound/Hospital, Visually Impaired, Physically Impaired
Amended 7/23/91

a. Promotion

Students enrolled in exceptional student education programs for more than 12 hours per week shall be promoted on the basis of appropriate academic and behavioral evaluations in the Individual Education Plan. If an exceptional student is in a special education program more than 12 hours per week, but is attending courses in regular education, the student must meet the Osceola County minimal standards for all courses in regular education. The Revised Minimum Performance Standards for the assigned exceptionality must be documented by the exceptional education teacher starting in kindergarten and progressing through graduation from high school. *Amended 6/28/94 & 6/27/95*

The Revised Minimum Student Performance Standards for Exceptional Students Tracking Form should be used for documentation. *Amended 6/28/94 & 6/27/95*

Mastery of the standards shall be determined by the teacher utilizing the evaluation modes specified in the Individual Education Plan.

The curricular approach for the elementary school varying exceptionalities, including Emotionally Handicapped/Severely Emotionally Disturbed

1 (EH/SED), shall be Reading Mastery and Precision Teaching (Direct
2 Instruction and daily measurement). Whole Language concepts may be
3 used to supplement the Direct Instruction curricula. Curriculum for
4 educable mentally disabled students may include excerpts from the
5 Hillsborough County Curriculum in addition to the Direct Instruction
6 model noted above. Moderately and severely disabled students will be
7 taught from the Duval County Curriculum in combination with teacher
8 designed Community Based Instruction (CBI) activities.

9 *Adopted 6/30/92 & Amended 6/27/95*

10
11 The curricular approach for middle school varying exceptionalities,
12 including Emotionally Handicapped/Severely Emotionally Disturbed
13 (EH/SED), shall be Corrective Reading, Precision Teaching (Direct
14 Instruction and daily measurement), and the Kansas Learning Strategies
15 model. Basic curriculum adaptations may be used to supplement Direct
16 Instruction and Learning Strategies curricula. Curriculum for Educable
17 mentally disabled students may include excerpts from the Hillsborough
18 County Curriculum in addition to the Direct Instruction model noted
19 above. Moderately and severely disabled students will be taught from the
20 Duval County Curriculum in combination with teacher designed
21 Community Based Instruction (CBI) activities. CBI activities will be
22 emphasized during middle school years. *Adopted 6/30/92 & Amended*
23 *6/27/95*

24
25 b. Retention

26
27 Students who do not meet promotion requirements may be
28 administratively placed in the next grade level by the principal.
29 When a student is being considered for administrative placement
30 which involves attendance at another school (for example, from
31 elementary to middle school or middle school to high school) such
32 placements shall be made only at the beginning of the school year.
33 Exceptions to this rule may be made if the sending and receiving
34 principals agree that an administrative placement during the school
35 year is in the best interest of the student and when approved by the
36 Superintendent.

37
38 Retention of exceptional students shall be limited to one year in the
39 elementary school grades and one year in the middle school grades
40 unless additional retention is recommended by a staffing committee.

41
42 c. Attendance - Gifted Students

43
44 Elementary students enrolled in the Gifted pull-out program are
45 classified in attendance and should not be counted as absent.
46 Classroom assignments are given by the Gifted teacher. Students
47 should not be required to make-up the work missed in the regular

1 class.

2
3 (2) Trainable Mentally Handicapped

4
5 a. Promotion

6
7 Students in the trainable mentally handicapped program shall be
8 promoted through the grades from kindergarten through the eighth
9 grade according to age and completion of the objectives of the
10 individual education plan.

11
12 b. Retention

13
14 All exceptional education students will be monitored on the Revised
15 Minimum Performance Standards for Exceptional Students starting
16 in kindergarten. Teachers should use the Revised Minimum
17 Performance Standards for Trainable Mentally Handicapped for
18 documentation. *Amended 7/23/91 & Amended 6/28/94*

19
20 The Revised Minimum Performance Standard Tracking Form
21 should be used for students graduating or to evaluate the student's
22 progress each year. This tracking form should follow the student
23 through high school. Mastery of the standards shall be determined
24 by each teacher utilizing the evaluation modes specified in the
25 Individual Education Plan. *Amended 6/28/94*

26
27 (3) Profoundly Mentally Handicapped

28
29 Students enrolled in the profoundly mentally handicapped program shall be
30 promoted according to the specifications of the individual education plan.

31
32 B. High School Graduation Requirements

33
34 Modifications to basic and vocational courses as provided by SBR 6A-6.0312 are
35 allowable for all exceptional students to meet the requirements for a regular or
36 special diploma as follows:

37
38 (a) The instructional time may be increased or decreased.

39
40 (b) Instructional methodology may be varied.

41
42 (c) Special communications systems may be used by the teacher or
43 student.

44
45 (d) Classroom and district test administration procedures and other
46 evaluation procedures may be modified to accommodate the
47 student's handicap.

1
2 (1) Regular Diploma
3

4 To meet the requirements for a regular high school diploma, an exceptional
5 student shall take academic courses in the mainstream. The ESE program
6 will provide study skill support or exceptional education academic courses,
7 both of which will count as elective credit for the student pursuing a
8 regular diploma. Exceptional students may have regular academic course
9 modifications as outlined in IX B. *Amended 7/23/91*
10

11 a. Any students classified as educable mentally handicapped, trainable
12 mentally handicapped, profoundly mentally handicapped, hearing
13 impaired, specific learning disabled, physically impaired visually
14 impaired, autistic or emotionally handicapped may be awarded a
15 regular diploma if they meet the requirements established in School
16 Board Rule, Appendix B, Pupil Progression Plan, Section IV B.
17 *Amended 6/27/95 & 8/6/96*
18

19 b. Students who are classified as hearing impaired may complete any
20 basic or vocational course applicable to a regular diploma if the
21 course is taught by the exceptional student teacher and if the course
22 content, standards, student outcomes and other requirements are
23 equivalent to that of the regular course.
24

25 c. Meet attendance requirements.
26

27 (2) Special Diploma *Revised 7/23/91 & Amended 6/27/95*
28

29 Any student classified as educable mentally handicapped, trainable mentally
30 handicapped, profoundly mentally handicapped, hearing impaired, specific learning
31 disabled, physically impaired, autistic or emotionally handicapped may be awarded
32 a special diploma if the following requirements are met:
33

34 a. Complete course requirements as outlined below
35
36
37

38 Option 1

39		
40	Language Arts -	Three (3) credits
41		
42	Mathematics -	Three (3) credits
43		
44	Social Studies -	Two (2) credits
45		
46	Science -	One (1) credit
47		
48	Physical Education -	One (1) credit

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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: Twenty-two Credits	(11 required, 11 elective)

Note: Visually impaired students are not eligible for a special diploma at this time. *Amended 6/27/95*

Auth: 6A-1.095, FAC

Option 2

In accordance with Rule 6A-1.0996, FAC, exceptional students who demonstrate mastery of specified employment and community competencies may graduate with more or less than four years of attendance in grades 9-12. *Amended 6/27/95*

1. The student shall meet the following conditions:
Amended 6/30/92
 - (a) The student shall satisfactorily complete the equivalent of eleven credits which must include two credits in Mathematics and two credits in Language Arts. This can be modified only by specific permission from the Director of Exceptional Student Education.
 - (b) The student shall satisfactorily demonstrate employment and community based competencies while employed full-time at least 25 hours per week in a community based job for a minimum of one semester, unless the student is placed in supported competitive employment. In this case, the student must be employed for at least 20 hours per week, for the equivalent of one semester.
 - (c) The student shall be at least sixteen (16) years of age to be considered for this option, and shall be at least eighteen (18) years of age to graduate.
2. The student's individual education plan shall include a transition plan containing annual goals and short-term objectives related to the employment and community

competencies. *Amended 6/27/95*

3. A training plan shall be developed and signed by the student, parent, teacher, and employer. The plan shall identify the job specific employment and related community competencies, the criteria for determining and certifying mastery of the competencies, the work schedule and the minimum number of hours to be worked per week, a description of the supervision to be provided by the school district staff, and any special considerations.

Amended 6/27/95

- b. All exceptional education students will also be monitored on the Revised Minimum Performance Standards for Exceptional Students starting at grade kindergarten.

The Revised Minimum Performance Standard Tracking Form should be used for students to evaluate the student's progress each year. Mastery of the standards shall be determined by each teacher utilizing the evaluation modes specified in the Individual Education Plan. Mastery is not required for students who meet the criteria for Special Diploma Option 2. *Amended 6/27/95*

The curricular approach for high school varying exceptionalities special and regular diploma students, including EH/SED, shall be the Kansas Learning Strategies model and basic curriculum adaptations. Direct Instruction and Precision Teaching will be used to supplement basic and Learning Strategies curricula. Curriculum for Educable mentally disabled students may include excerpts from the Hillsborough County Curriculum in addition to the Direct Instruction model noted above. Moderately and severely disabled students will be taught from the Duval County Curriculum in combination with teacher designed Community Based Instruction (CBI) activities. CBI, work study, supported employment, and other specific transition activities will be emphasized during high school years.

- c. Student must have a 1.5 GPA to be eligible for a special diploma.

Beginning with students entering the ninth grade during the 1997-98 school year, 2.0 GPA is required in accordance with Section IV B. *Adopted 7/29/97*

- d. Meet attendance requirements.

The ESE courses with "Comprehensive" in the title should be used by each high school to schedule students for a special diploma.

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These course code numbers may be repeated for multiple credits. The portion of this comprehensive course to be covered must be reflected in the student's IEP. The performance standards to be accomplished must be different each year. The comprehensive numbers allow flexibility to meet the individual needs of the students.

e. Transfers

Any exceptional student transferring into the Osceola School District and determined eligible for a special diploma shall be eligible to graduate based upon the requirements of the school district from which he or she is transferring.

f. Changing Diploma Options *Adopted 6/27/95*

To ensure that students may select and move between the Special Diploma options, and between courses of study leading to Standard and Special Diplomas, credits and performance standards will be reviewed and student course schedules will be developed to meet the requirements of the option selected.

(3) Certificate of Completion *Adopted 6/27/95*

Any exceptional student who has acquired appropriate credits for a high school diploma, but did not pass the High School Competency Test, shall be issued a Certificate of Completion.

(4) Special Certificate of Completion *Amended 6/27/95*

Any educable mentally handicapped, trainable mentally handicapped, profoundly mentally handicapped, hearing impaired, specific learning disabled, physically impaired student whose ability to communicate orally or in writing is seriously impaired, or emotionally handicapped student who meets all graduation requirements for his exceptionality, but is unable to meet appropriate special minimum standards, shall be awarded a special certificate of completion.

IX. Drop-Out Prevention And Retention Program

A comprehensive Drop-Out Prevention and Retention Plan is submitted to the State and reviewed on an annual basis. The individual programs in this plan are designed to meet the needs of high risk students and offer them special opportunities to earn credit towards graduation or promotion.

X. Placement and Promotion in the High School Vocational Program *Adopted 6/30/92*

1
2 A. Program Descriptions Revised 7/2/96
3

4 All Osceola County District public high school vocational programs follow the
5 Florida Department of Education frameworks and student performance standards.
6 Copies of these frameworks and student performance standards are available for
7 review in the office of the Director of the Technical and Adult Department. Any
8 vocational course from a vocational program listed below may be taken to satisfy
9 the 1/2 credit practical arts graduation requirement.
10

11 (1) Agribusiness and Natural Resources Education
12

- 13 a. Students are encouraged to start any agriculture program in the
14 ninth grade by enrolling in Fundamentals of Agriscience; however,
15 students may enroll in any grade. Depending on a student's interest
16 and program availability, high school students may enroll in
17 Landscape Operations, Environmental Horticulture, Animal
18 Science, or Agritechnology. Tech Prep students are eligible for
19 three (3) semester hours of credit at Valencia Community College.
20 *Amended 9/17/96*
21
22 b. Graduating students who successfully complete any of the
23 agriculture programs are program completers. Junior and seniors
24 are eligible for Agriculture Cooperative Education. To be eligible
25 for Agriculture Cooperative Education, a student must be currently
26 enrolled in a job preparatory agriculture program.
27
28 c. Future Farmers of America is the approved vocational student
29 organization (VSO) for agriculture students. Middle school
30 students are eligible for membership.
31

32 (2) Business Technology Education
33

- 34 a. Business Technology Education programs listed in the Florida
35 Course Code Directory are provided for Osceola County business
36 technology students. The programs are designed to allow students
37 with varying occupational interests to complete programs ranging
38 from two (2) to six (6) credits. Tech Prep students are eligible for
39 up to six (6) semester hours of credit at Valencia Community
40 College.
41
42 b. Keyboarding and Document Processing and Business Computer
43 Applications I comprise a sequential two-credit core for completers
44 in all the business technology education programs.
45
46 c. An option available to juniors and seniors in business technology
47 education is Business Cooperative Education (BCE), which
48 combines related classroom instruction with supervised on-the-job

1 training (OJT) in a business or office occupation. OJT hours will
2 vary. OJT students perform tasks outlined in their individual job
3 training plan which is signed by the BCE coordinator, the employer,
4 and the student. Any business technology education course may be
5 used for BCE classroom instruction. The objective of BCE OJT is
6 to reinforce and complement related in-school instruction in the
7 business education job preparatory programs.
8

- 9 d. Future Business Leaders of America (FBLA), the approved
10 secondary vocational student organization, is an integral part of the
11 curriculum for all secondary business technology education
12 programs. Middle school students are eligible for membership.
13

14 (3) Diversified Education

- 15
16 a. Students are encouraged to start this vocational program in the
17 eleventh grade by enrolling in DCT 1 and DCT--On-the-Job
18 Training (OJT); however, seniors may enroll in DCT 1 and DCT
19 OJT. As a part of this program, students learn selected
20 occupational competencies through employment-related instruction
21 in school and concurrent, paid, supervised on-the-job training.
22 Second year students enroll in DCT 2 and DCT OJT. Seniors who
23 successfully complete DCT 2 and DCT OJT are program
24 completers.
25
26 b. Part of the DCT curriculum is met through participation in
27 Cooperative Education Clubs of Florida (CECF). This approved
28 VSO is an integral part of the curriculum.
29

30 (4) Health Science Education *Amended 9/17/96*

- 31
32 a. Students may enroll in the health science vocational job preparatory
33 Health Careers program in grades 11 or 12. Ninth and tenth grade
34 students may enroll in Medical Skills and Services which is also
35 open to students in grades 11 and 12. Medical Skills and Service is
36 usually a year-long course. Tech Prep students are eligible for up to
37 six (6) semester hours of credit at Valencia Community College.
38
39 b. Eleventh grade students should enroll in Health Careers for two
40 periods a day; as seniors they should enroll in one period of Health
41 Science Education course plus up to two additional periods of
42 Health Science Education Cooperative Education - On-the-Job
43 Training (OJT). Any student who first enters the Health Careers
44 Program as a senior should enroll for three periods a day to be a
45 program completer and achieve certification in one of several entry-
46 level health careers. Students completing the nursing assistant
47 competencies will be eligible to sit for the state exam.

- 1
2 c. Health Science Education Cooperative Education -- OJT is
3 available to those Health Occupations Education students who are
4 concurrently enrolled in a Health Science Education Program and
5 have the instructor's approval.
6
7 d. Health Science Education Students Association, the approved
8 vocational student organization for health occupations students is
9 an integral part of the curriculum.

10
11 (5) Family and Consumer Sciences
12

- 13 a. A variety of Family and Consumer Sciences courses is offered and
14 may be taken as elective credit or to fulfill the practical arts
15 requirements. No more than three (3) credits in Practical Arts
16 Family and Consumer Sciences may be granted toward high school
17 graduation requirements. Completers of the Early Childhood
18 program are eligible for three or four semester hours of credit at
19 Valencia Community College.
20
21 b. Future Homemakers Association/Home Economics Related
22 Occupations (FHA/HERO), the approved vocational student
23 organization, is an integral part of the curriculum for all Family and
24 Consumer Sciences programs. FHA/HERO is also available for
25 middle school students.

26
27 (6) Industrial Education
28

- 29 a. Students are encouraged to start Industrial Education (IE)
30 programs in the tenth grade by enrolling in Level 1 for one period.
31 Second year students enroll in Levels 2 and 3 for two periods; third
32 year students enroll in Levels 4, 5, and 6 for up to three periods.
33 Cosmetology, an eight-credit program, requires summer enrollment
34 to complete. Tech Prep students are eligible for three semester
35 hours of credit at Valencia Community College.
36
37 b. Students may also begin any IE program in their junior or senior
38 year and complete the program at Mid Florida Tech or Technical
39 Educational Center of Osceola.
40
41 c. Freshmen may enroll in IE classes.
42
43 d. An option available to juniors and seniors in IE is Industrial
44 Cooperative Education (ICE), which combines related classroom
45 instruction with supervised on-the-job training (OJT).
46
47 e. Vocational Industrial Clubs of America (VICA) is the approved

1 vocational student organization for IE students.

2
3 (7) Marketing Education

4
5 a. It is preferred that students start this vocational program in the
6 tenth grade by enrolling in Marketing Essentials. Eleventh grade
7 students may be enrolled in Application and OJT for up to two
8 periods per day. The job must be directly related to the student's
9 career choice in the marketing field. Twelfth grade students enroll
10 in Marketing Management and Marketing Education OJT. Tech
11 Prep students are eligible for up to three semester hours of credit at
12 Valencia Community College. The Academy of Travel and
13 Tourism students are eligible for up to fourteen semester hours of
14 credit in dual enrollment at Valencia Community College.

15 *Amended 9/17/96*

16
17 b. Part of the marketing education curriculum is met through
18 participation in Distributive Education Clubs of America (DECA).
19 This approved vocational student organization is an integral part of
20 the program.

21
22 (8) Public Service Education

23
24 a. The Teacher Assistant program is available to juniors and seniors
25 only. A student may earn a maximum of three credits in this
26 program. One day a week the student must report to the Public
27 Service teacher who coordinates the Teacher Assistant program.
28 There are specific student performance standards that must be
29 taught and evaluated in order for the student to earn credit in the
30 class. Four days a week the student reports to his or her particular
31 assignment. The coordinator will visit the student on the site at
32 least once per grading period.

33
34 b. Criminal Justice Assisting, Principles of Family Protection, and/or
35 Principles of Public Service are taught by the School Resource
36 Officer (SRO) at each high school. Tech Prep students are eligible
37 for up to six semester hours of credit at Valencia Community
38 College. *Amended 9/17/96*

39
40 c. The Florida Association of Public Service Students (FLAPSS) is
41 the approved vocational student organization for Public Service
42 students. *Adopted 6/29/93*

43
44 (9) Technology Education

45
46 Technology Education classes are offered at Osceola middle schools.
47

1 B. Definition of a Completer

2
3 In order to be classified as a vocational program completer, a student must
4 complete all student performance standards and should earn the required number
5 of credits. If a student has mastered all student performance standards, he/she is a
6 completer even if he/she has not completed the courses. Osceola County student
7 may complete their programs in high school or continue with an articulated
8 postsecondary program at a vocational postsecondary center. All vocational
9 completers are included in the district's annual follow-up student survey after they
10 graduate from high school. *Amended 7/2/96*

11
12 **XI. Technical Education Center of Osceola County (TECO) and Community**
13 **High School**

14
15 A. Placement and Promotion of Secondary Students at the Technical Education
16 Center of Osceola (TECO) *Amended 7/29/97*

17
18 Under certain conditions, secondary students may be placed at the Technical
19 Education Center of Osceola (TECO) as their high school site. *Adopted 6/30/92*

20
21 (1) Dual Enrollment/Co-Enrollment at TECO: Students will have the
22 opportunity to attend TECO as a second school vocational placement for
23 part of the school day provided the following conditions exist:

- 24
25 a. The student is at least 16
26
27 b. The vocational program is not offered at the zoned high school.
28
29 c. The student exhibits the maturity to handle the adult setting.

30
31 Students must provide their own transportation.

32
33 Placement at TECO will occur only at the beginning of a semester; students
34 will remain for the entire semester.

35
36 All final exams in the vocational program will be comprehensive.

37
38 (2) Exceptional Students Education students: ESE special diploma seeking
39 students participate in a program at TECO based on the recommendation
40 of the staffing committee. Placement at TECO will occur only at the
41 beginning of a semester; students will remain for the entire semester.
42 Placement at the center must be reflected in the student's IEP. *Amended*
43 *6/27/95 & 7/29/97*

44
45 B. Placement in Postsecondary Adult and Vocational Institutions

46
47 (1) Technical Education Center of Osceola

1 501 Simpson Road
2 Kissimmee, FL 34744

3
4 (2) Community High School
5 705 Simpson Road
6 Kissimmee, FL 34744

7
8 3) Enrollment Eligibility *Amended 6/27/95 & 7/29/97*

9
10 Both schools accept for enrollment those adults 16 years of age or older,
11 regardless of race, religion , handicap or national origin, and:

- 12
13 a. Request but do not require a social security number;
14
15 b. Require proof of residency such as a Florida Driver License, Florida
16 I.D., voter registration card, Declaration of Domicile, or a sworn
17 statement and notarized affidavit which is obtained from the center,
18 if none of the previous is available;
19
20 c. Require test prerequisites for some programs.

21
22 All vocational programs have state-mandated mathematics and
23 reading achievement standards. Achievement of these standards
24 must be documented prior to a student's program completion.

25
26 (4) Transfer Students *Amended 7/29/97*

27
28 Transfer students from other institutions are accepted. These students are
29 placed in vocational or adult programs based on (1) results of written
30 and/or performance tests or evaluations of transcripts or (2) in compliance
31 with articulation agreements-

32
33 C. Types of Programs offered at TECO *Amended 6/27/95*

34
35 TECO offers a variety of vocational programs. All programs are based on Florida
36 Department of Education frameworks and student performance standards. All
37 programs have an advisory council that makes recommendations to the center's
38 administration regarding the curriculum, facilities, equipment, etc. *Amended*
39 *7/2/96*

40
41 (1) Adult Supplementary Vocational Education

42
43 Programs will be offered to enable persons who are or have been employed
44 in a specific occupation to upgrade their competencies, to maintain
45 stability, and to advance in or re-enter the specific occupation in which the
46 person was employed or is currently employed. Fee structure will be based
47 on state or course requirements.

1
2
3 (2) Adult Vocational Preparatory Program

4
5 Programs providing instruction in competencies that are realistic in terms
6 of actual or anticipated opportunities for employment which are suited to
7 individual needs, interests and abilities to (1) prepare persons for effective
8 entry level performance in skilled and technical level occupations; (2)
9 enable persons who are or have been employed in an occupational field or
10 as a homemaker to upgrade competencies to maintain stability, advance or
11 re-enter employment.

12
13 (3) Completion

14
15 Completion is based on mastery of all competencies identified by the state
16 curriculum frameworks and student performance standards. In addition,
17 prior to program completion, students must meet minimum reading and
18 mathematics achievement requirements determined by the Florida
19 Department of Education.

20
21 (4) Job Placement

22
23 While no school can guarantee placement, TECO has a professional staff to
24 assist currently enrolled students and graduates in securing employment
25 related to the training provided. Follow-up studies are conducted annually
26 to verify placement. In order to be in compliance with Florida Statutes,
27 each vocational program must have 70 percent of its graduates successfully
28 placed.

29
30 D. Community High School Programs:

- 31
32 (1) Adult Literacy, Grade Levels 0-3.9, - a program providing individualized
33 basic reading and writing skills;
34
35 (2) ESOL (English for Speakers of Other Languages), Levels I-III;
36
37 (3) Adult Basic Education, Grade Levels 4-8.9;
38
39 (4) GED Preparation, Grade Levels 9-11.9 with preparation for GED testing in
40 the five areas of writing, social studies, science, literature and the arts, and
41 mathematics.

42
43 The minimum age for testing is 18.

44
45 The State and National fee schedule is applied.

46
47 GED candidates are post-tested and, upon recommendation of the

1 instructor, scheduled for the GED examination.

2
3 Any student who is 16 or 17 years of age must meet with a counselor and a
4 parent or guardian to review the special petition process, complete the
5 Special Exception Petition (FC-370-0619), and review requirements such
6 as mandatory attendance. *Amended 7/29/97*

7
8 All students are advised to complete the Test of Adult Basic Education
9 (TABE) and the Practice GED Test. Under the following extraordinary
10 circumstances, students may take the GED Test before reaching the age of
11 18: *Amended 7/29/97*

- 12
13 a. Court-ordered;
- 14
15 b. Economically disadvantaged (must meet federal income guidelines);
- 16
17 c. Previously or currently enrolled in an Alternative Program;
- 18
19 d. Pregnancy;
- 20
21 e. Teen Parent;
- 22
23 f. Medical, mental or physical condition interfering with regular
24 school attendance;
- 25
26 g. Home School validation;
- 27
28 h. Incarcerated; or
- 29
30 i. Probationers Education Growth Program client.

31
32 E. Other Postsecondary Programs

33
34 (1) Adult High School Completion Program - Levels 9-12 *Revised 6/27/95*

35
36 Graduation requirements of 24 credits which must include:

- 37
38 4 English (sequenced composition and literature)
- 39
40 3 Math
- 41
42 1 World History with AVC
- 43
44 1 American History
- 45
46 1/2 Economics
- 47

1 practical arts, OJT, etc.) Twelve (12) credits

2
3 Note: Courses listed in Section 4 of the Florida Department of
4 Education Course Code Directory for Exceptional Student
5 Education Senior High and Adult which are identified as
6 Comprehensive should be used to meet credit requirements for
7 Adult Special Diploma in the areas of Language Arts, Mathematics,
8 Social Studies and Science.

9
10 Option 2

11
12 Adult exceptional students who demonstrate mastery of specified
13 employment and community competencies may graduate by
14 meeting the following requirements:

- 15
16 1. The student shall satisfactorily complete the equivalent of
17 eleven (11) credits which must include two credits in
18 Mathematics and two credits in Language Arts.
19 *Amended 7/29/97*
20
21 2. The student shall satisfactorily demonstrate employment and
22 community-based competencies while employed full-time or
23 at least 25 hours per week in a community-based job for a
24 minimum of one semester (18 weeks), unless the student is
25 placed in supported competitive employment. In this case,
26 the student must be employed at least twenty (20) hours per
27 week for the equivalent of one semester.
28
29 3. The student's Adult Individual Education Plan (AIEP) shall
30 include annual goals and short-term objectives related to
31 employment and community competencies.
32
33 4. A training plan shall be developed and signed by the
34 student, teacher and employer. The plan shall identify the
35 job-specific and related community competencies, the
36 criteria for determining and certifying mastery of the
37 competencies, the work schedule and the minimum number
38 of hours to be worked per week, a description of the
39 supervision to be provided by the school district staff, and
40 any special considerations.
41
42 b. Student must have a 2.0 GPA to be eligible for an Adult Special
43 Diploma. *Amended 7/29/97*
44
45 c. Student must meet adult attendance requirements as listed in the
46 Postsecondary Code of Student Conduct.
47

1 d. The ESE courses with “Comprehensive” in the title should be used
2 to schedule adult students for classes to meet the Adult Special
3 Diploma requirements in Language Arts, Mathematics,
4 Science and Social Studies. These course code numbers may be
5 repeated for multiple credits. The portion of each comprehensive
6 course to be covered must be reflected in the student’s AIEP and
7 must be different for each credit. The comprehensive numbers
8 allow flexibility to meet the individual needs of the students.
9

10 e. ~~Transfers Deleted 7/29/97~~

11
12 (3) Fee-Based Courses Amended 7/29/97

13
14 Courses requested by the community for personal development or
15 enjoyment which require a fee based on state-mandated instructional costs.
16

17 (4) Other Educational Activities Kindergarten Through Adult

18
19 Other educational activities will be offered at times most appropriate to
20 meet the needs of the community.
21

22 (5) Calendar Amended 6/29/93 & 7/27/97

23
24 Postsecondary schools operate twelve (12) months per year based on a
25 Board approved calendar.

