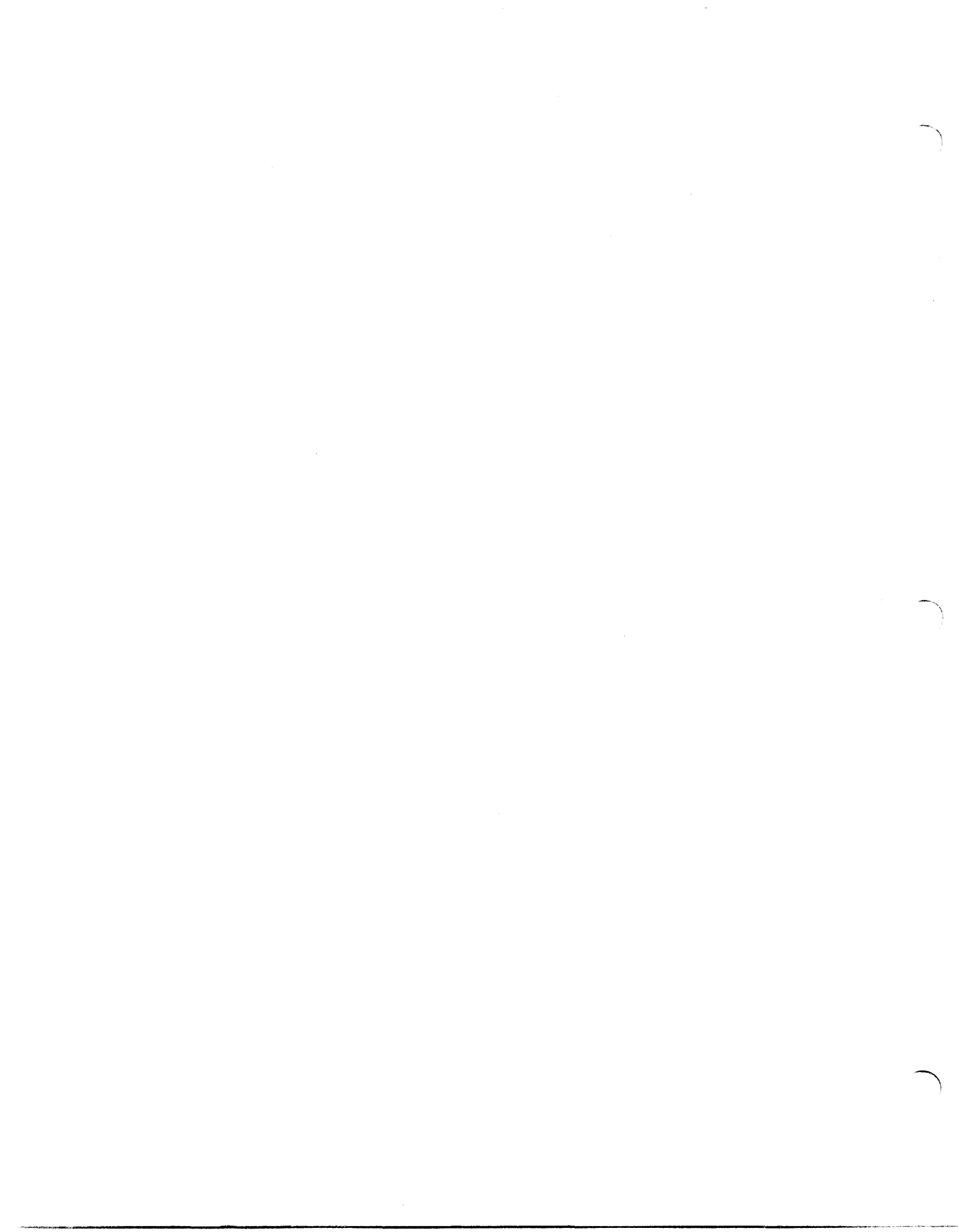


*The
School Board
Rules
of
Osceola County,
Florida*

2002-2003 Edition



The School Board Rules of Osceola County, Florida

The School Board Rules of Osceola County, Florida are divided into sixteen 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**
- Appendix D - Rules and Regulations for Exceptional Education Programs**
- Appendix E - CIPA/ Student Internet Use Policy**



THE SCHOOL BOARD RULES

of

OSCEOLA COUNTY, FLORIDA

PREFACE

The School Board Rules of Osceola County, Florida, were revised and approved by the School Board on August 7, 1990, and became effective on July 1, 1990. Subsequent amendments were adopted on December 18, 1990, March 19, 1991, and April 16, 1991. On July 23, 1991, an annual review was completed and amendments to the Rules were adopted to be effective July 1, 1991. Additional amendments were adopted on September 17, 1991, March 3, 1992 and April 14, 1992. On June 30, 1992, the annual review was completed and amendments to the Rules were adopted to be effective July 1, 1992. Additional amendments were adopted on December 15, 1992. On June 29, 1993, the annual review was completed and amendments to the Rules were adopted to be effective on July 1, 1993. Additional amendments were adopted on January 18, 1994, and May 3, 1994. On June 28, 1994, the annual review was completed and amendments to the Rules were adopted to be effective on July 1, 1994. Additional amendments were adopted on October 5, 1994, and May 2, 1995. On June 27, 1995, the annual review was completed and amendments to the Rules were adopted to be effective on July 1, 1995. Additional amendments were adopted on November 7, 1995. On July 2, 1996, the annual review was completed and amendments to the Rules were adopted. Additional amendments were adopted on August 6, 1996 and September 17, 1996. On June 17, 1997, the annual review was completed and amendments to the Rules were adopted. Additional amendments were adopted on July 29, 1997 and June 16, 1998. On July 21, 1998, the annual review was completed and amendments to the Rules were adopted. On June 15, 1999, the annual review was completed and amendments to the Rules were adopted. Additional amendments were adopted on September 7, 1999 and May 2, 2000. On June 27, 2000, the annual review was completed and amendments to the Rules were adopted. Additional amendments were adopted on November 21, 2000 and May 8, 2001. On June 19, 2001, the annual review was completed and amendments to the Rules were adopted. On June 18, 2002, the annual review was completed and amendments to the Rules were adopted. Additional amendments were adopted on August 20, 2002.

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

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

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



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District School System

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1 **1.0 THE DISTRICT SCHOOL SYSTEM**

2
3 **1.1 DISTRICT UNIT**

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

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

12
13 **1.2 CONTROL - ORGANIZATION - ADMINISTRATION**

14
15 **1.2.1. School Board**

16
17 **A. Responsibility - Qualifications**

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

27
28 **B. Organization**

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

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

39
40 **C. Duties of the Chairman**

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

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

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

8 (1) Establish the school calendar showing the opening and closing
9 dates. Approve and designate the school holidays and vacation
10 periods to be observed during the year as required by Section
11 230.23(4)(f)(g), F.S.
12

13 (2) Establish and maintain public evening schools as authorized by
14 Section 230.23, subsection (4)(i), Florida Statutes.
15

16 (3) Appoint members of the Professional Development Center
17 Council. *Amended 6/17/97*
18

19 Auth. 230.22, 231.600 FS
20

21 (4) Establish a School Advisory Council, as provided in Section
22 230.22, subsection (l)(b), Florida Statutes, including an evaluation
23 of such Councils, and provide for their participation in the
24 preparation of the Feedback Report in accordance with Section
25 228.165, Florida Statutes. *Amended 6/30/92*
26

27 (5) Have the continuing authority to establish Instructional Materials
28 Council to evaluate instructional materials not previously used
29 within the District, in accordance with Section 233.34, subsection
30 (3) and Section 233.43, Florida Statutes. The functions of this
31 committee are further described in Board Rule 1.5.
32

33 (6) Maintain a system of planning and evaluation as required by
34 subsections 229.555 through 229.58, Florida Statutes.
35

36 (7) Prepare and submit annually to the Department of Education a
37 Master Plan for Inservice Training which shall include a section
38 relating to the Professional Orientation Program as outlined in SBR
39 6A-5.75 and the Inservice Institute Plan as required by SBR 6A-
40 5.76.
41

42 (8) Develop training programs, in cooperation with the Department of
43 Education, for teacher aides and other personnel who serve in the
44 early childhood and basic skills development program; and shall
45 provide for the periodic evaluation of all appropriate pupils in
46 grades 1 through 3 in order to identify each pupil's instructional
47 needs.
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- (9) Elect from the membership of the School Board two (2) members to serve on the Osceola County Board of Tax Adjustment as provided in Section 194.015, Florida Statutes.
- (10) Implement the "Raymond B. Stewart Career Achievement Program for Teachers" as required by F.S. 231.5335 and implemented through SBR 6A-4.046.
- (11) The school board has adopted and staff has implemented current school year attendance areas, non-transportation zones, and bus routes and stops for all schools. In the alternative, the school board has provided for same by school board rule when permitted.

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

E. Meetings *Amended 6/17/97*

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

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

(2) Emergency Meetings

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

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

a. Posting

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

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b. Responsibility

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

c. Notices Requiring Publication

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

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

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

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

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(4) Board members shall be furnished a copy of the minutes of the previous meeting prior to each meeting.

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

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

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

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

(1) RULE CHANGES. The adoption, repeal and amendment of School Board Rules shall include the following:

(a) Notice of rule development shall be made in accordance with the Administrative Procedures Act.

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

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

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

5
6 (c) Workshops. The School Board may hold public workshops
7 for rule development. Public workshops must be held for
8 the purpose of rule development if the workshop is
9 requested in writing by any affected person, unless the
10 School Board explains in writing why a workshop is not
11 necessary. Notice of a rule development workshop shall be
12 made not less than fourteen days prior to the date on which
13 the workshop is scheduled to be held. The notice shall
14 indicate the subject area which will be addressed, the
15 School Board contact person, and the date, place and time
16 of the workshop. When a workshop is held, the School
17 Board will ensure that the persons responsible for preparing
18 the proposed rule are available to explain the proposal and
19 to respond to questions or comments regarding the rules
20 being developed.

21
22 (d) Public Hearing. The School Board shall schedule a public
23 hearing on a proposed adoption, amendment or repeal of
24 any rule. The Notice of Intent shall contain the time, date
25 and location of the public hearing.

26
27 (e) Modification or Withdrawal of Proposed Rules. After the
28 public hearing on a proposed rule, the modification or
29 withdrawal of the proposed rule shall be governed by
30 section 120.54(3)(d), Florida Statutes.

31
32 (f) Filing for Final Adoption. One certified copy of the
33 proposed rule, a summary of the rule, a summary of any
34 hearings held on the rule, and a detailed written statement
35 of the facts and circumstances justifying the rule shall be
36 filed in the office of the Superintendent and shall be open to
37 the public. Generally, the filing shall be made no less than
38 twenty-eight days and no more than ninety days after the
39 Notice of Intent. At the time the rule is filed, the School
40 Board shall certify that the time limitations in the APA
41 have been complied with, that all statutory rulemaking
42 requirements have been met, and that there is no
43 administrative determination pending on the rules. Rules
44 shall become effective when adopted by the School Board
45 or on a later date specified by the rule.
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(2) EMERGENCY RULES

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

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

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

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

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

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

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

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

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

31
32 Auth. 230.16, 230.23(1), 286.011(9), 447.604, 120.525, FS

33
34 H. Official Minutes

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

39
40 I. Legal Counsel

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

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J. Appointment and Reappointment of Personnel

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

K. Collective Bargaining

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

1 L. Personnel Records

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

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

12
13 M. Board Salary - Expenses

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

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

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

32
33 N. Retirement

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

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

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1.2.2 Superintendent

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

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

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

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

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

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

1
2 (3) The search committee, if one is appointed by the School Board,
3 shall meet on a regular and scheduled basis and will perform the
4 following work:

5
6 a. Make recommendations to the School Board concerning the
7 nature, scope and extent of advertisements seeking
8 qualified candidates to apply for the position of
9 Superintendent.

10
11 b. Receive, review and evaluate the applications for the
12 position, and forward to the School Board the number of
13 top ranked applications (in no particular order or ranking)
14 that may be requested to be forwarded by the School Board.

15
16 c. The School Board will rank the applications forwarded by
17 the search committee and will decide how many of the
18 selected applicants it will interview.

19
20 d. At the conclusion of the interview process, the School
21 Board will rank the applications, and will then negotiate
22 with the first ranked applicant to determine if a mutually
23 agreeable contract for the position of Superintendent may
24 be achieved. If the negotiations with the first ranked
25 applicant fail to produce a contract, then the School Board
26 will enter negotiations with the second ranked applicant,
27 and so forth in descending order through the ranked
28 applicants until such time as the School Board enters into a
29 mutually agreeable contract with one of the top ranked
30 applicants for the position. At any point during the process,
31 the School Board may make the decision, in its absolute
32 discretion, to terminate the negotiation and interview
33 process, and to either re-advertise for the position or take
34 such other action as it may deem in its interest to appoint a
35 Superintendent for the School District.

36
37 (4) The School Board may appoint the interim Superintendent to the
38 permanent Superintendent position, in which case it need not
39 initiate, or, as the case may be, complete the search process.

40
41 B. The Superintendent shall have the authority and exercise when necessary
42 the powers granted him in Section 230.32, Florida Statutes, and other
43 applicable laws and regulations. The Superintendent shall perform the
44 duties and responsibilities prescribed in Section 230.33, Florida Statutes,
45 and other applicable laws and regulations, provided that in so doing he
46 shall advise and counsel with the School Board.
47

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

5 (1) Child Welfare
6

7 Recommended plans for child welfare shall be made in accordance
8 with Section 230.33, subsection (8), Florida Statutes, and shall be
9 supplemented by the requirements of Chapter 6 of these Board
10 Rules.
11

12 (2) Transportation of Pupils
13

14 Transportation needs shall be ascertained and recommendations for
15 safe transport made as specified in Section 230.33, subsection (10),
16 Florida Statutes, and shall be supplemented by Board Rule 3.1.
17

18 (3) Courses of Study and Other Instructional Aides
19

20 Recommendations for improving, providing, distributing,
21 accounting and caring for textbooks and other instructional
22 materials shall be made in compliance with Section 230.33,
23 subsection (9), Florida Statutes, and shall be supplemented by
24 Board rule 3.2.
25

26 (4) Finance
27

28 Recommendations governing matters of finance for educational
29 facilities throughout the District shall be made in compliance with
30 Section 230.33, subsection (12), Florida Statutes, and shall be
31 supplemented by Chapter 2 of these Board rules.
32

33 (5) Personnel
34

35 a. In matters of personnel, the Superintendent shall be
36 governed by Section 230.33, subsection (7), Florida
37 Statutes. He shall not recommend to the Board for
38 employment in other than a school-related program, any
39 individual who is not at least sixteen years of age.
40

41 b. The Superintendent may reassign personnel to other
42 worksites during their contract period pending approval of
43 the School Board at its next meeting. *Adopted 6/29/93*
44

1 (6) Records and Reports

2
3 The Superintendent shall recommend that records be kept, and
4 shall have such reports made as are called for in Section 230.33,
5 subsection (13), Florida Statutes.

6
7 The Superintendent is authorized to develop and implement
8 procedures for the reproduction, and destruction of all documents,
9 records, papers, general correspondence, data and information
10 generated by the District in accordance with the Department of
11 State, Division of Archives, History and Records Management.

12
13 (7) School Plants

14
15 Recommendations concerning school plants shall be made in
16 accordance with Section 230.33, subsection (11), Florida Statutes.

17
18 (8) Miscellaneous

19
20 The Superintendent shall cooperate with individuals and agencies
21 specified in Section 230.33, subsections (14) through (23), Florida
22 Statutes, in the manner prescribed therein.

23
24 C. Superintendent's Salary - Expenses

25
26 The School Board shall determine the salary of the Superintendent.
27 *Amended 6/17/97*

28
29 In addition to the salary provided, the Superintendent shall be allowed
30 reimbursement from District school funds for travel and per diem
31 expenses at the maximum rates authorized by Section 112.061, Florida
32 Statutes.

33
34 When lodging and meals are provided at a state institution, the
35 Superintendent is not eligible for the normal maximum allowances and
36 may be reimbursed only for actual expenses of lodging and meals, not to
37 exceed the normal maximum allowances. For conferences, the per diem
38 rate shall be the maximum authorized by said statute. *Amended*
39 *6/30/92*

40
41 Whenever the Superintendent is required to incur either Class A or Class
42 B travel, on emergency notice the Superintendent may request the District
43 to pay his expenses for meals and lodging directly to the vendor; and the
44 District may pay the vendor the actual expenses for his meals and lodging
45 during the travel period, limited to an amount not to exceed that authorized
46 for per diem for such period.

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D. Specific Duties Delegated to the Superintendent

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

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

E. 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.

1 (4) Have the authority to administer corporal punishment in
2 accordance with the rules and regulations of the school board and
3 to suspend students from school or from a school bus as provided
4 for in 232.26 F.S.

5
6 (5) Perform such other duties as may be assigned by the
7 Superintendent pursuant to the rules and regulations of the School
8 Board and the State Board of Education.

9
10 Auth: 230.22 and 11.45, F.S.

11
12 Imple: 230.03(3), 230.24, 230.31, 230.29, 230.32, 230.33, 230.2311, 229.565,
13 229.57, 194.015, 120.52, 120.54(14), 447.203(2), 447.209, 230.22,
14 230.321, 145.08, 112.061, 267.10, and 231.085, F.S.

15
16 1.3 ADVISORY COMMITTEES

17
18 1.3.1 School Advisory Councils *Revised 6/29/93*

19
20 A. Pursuant to 229.58, Florida Statutes, this policy is enacted to govern the
21 election and appointment of advisory council members and certain
22 practices and procedures of the School Advisory Councils of this District.

23
24 B. School Advisory Council (SAC) members representing teachers, education
25 support employees, students and parents shall be nominated and elected by
26 their respective peer group at the school in a fair and equitable manner as
27 follows:

28
29 (1) Teachers shall be nominated and elected by teachers.

30
31 (2) Education support employees shall be nominated and elected by
32 education support employees.

33
34 (3) Students shall be nominated and elected by students.

35
36 (4) Parents shall be nominated and elected by parents.

37
38 (5) Each school principal shall submit on or before October 1, of each
39 year, to the Superintendent and the School Board, on a meeting
40 agenda, the following:

41
42 a. A memorandum of the principal's procedures for
43 nominating and electing to the SAC, teachers, education
44 support employees, parents of the students at the school and
45 students (if applicable); and

46
47 b. A list identifying those nominated and a list identifying
48 each member of the SAC so elected and a statement that the

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procedures for nomination and election were designed and implemented to ensure fairness and access for all members of the representative groups.

(6) The Board may require new nominations and elections, or modified nomination and election procedures if nominations or an election are not fair and equitable.

(7) A majority of the members of each School Advisory Council must be persons who are not employed by the school. *Adopted 7/21/98*

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

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

E. The principal and the School Advisory Council shall report to the Superintendent and School Board, as soon as reasonably possible, any 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.

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

16
17 H. Standards applicable to all School Advisory Councils:
18

- 19 (1) The minimum number of members of each Council should be at
20 least fifteen (15), and the maximum number of members of each
21 Council shall be forty (40), with the exception of such additional
22 appointments as the School Board may make from time to time.
23
24 (2) Each School Advisory Council shall meet at least monthly during
25 the school's academic year, and the agenda shall be distributed at
26 least three (3) days in advance of each meeting to each member of
27 the committee, the press, Superintendent, School Board members
28 and all other persons who request a copy of the agenda in writing.
29 *Amended 07/01/02*
30
31 (3) Each principal will ensure that the meeting is held in a room large
32 enough to accommodate those members of the public and other
33 interested persons (including media) who wish to attend and
34 observe the meeting. Each SAC may develop its own guidelines
35 for permitting public participation, but the privilege of voting will
36 be extended only to members of the Council.
37
38 (4) Each school principal shall be responsible for notifying each
39 teacher, parent and guardian, education support employee, and
40 eligible high school and post secondary (and if applicable, each
41 eligible middle school and/or elementary school) student in the
42 school, and to advise each such person of the following:
43
44 a. The existence of the School Advisory Council and the fact
45 that each such person is eligible to be nominated for
46 election to the SAC.
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- b. The procedure for having a person's name submitted for nomination.
 - c. The fact that self-nomination is permitted.
 - d. The name and telephone number at the school of the employee who can give further information concerning nomination and election to the School Advisory Council, and further explanation concerning the purpose and mission of the SAC.
 - e. The schedule of elections to SAC, and the waiting list procedure.
- (5) The principal shall develop a waiting list, whereby interested persons in excess of the maximum number of forty (40) members shall remain on a regularly and publicly maintained list. If a vacancy occurs on the SAC, the SAC will elect a member from the list who will serve the remaining term of the vacating member.
- (6) Elections will be held annually, between May 1 and October 1 in each year.
- (7) Members shall be elected in equal proportions of staggered terms, as follows:
- a. Terms for members shall be two (2) years.
 - b. In order to establish staggered terms, one-half (1/2) of the members shall be elected to two (2) year terms and one-half (1/2) of the members shall be elected to one (1) year terms for the first election only.
- (8) No limit shall be placed on the number of consecutive terms a member of each School Advisory Council may serve.

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

- A. Each high school and post secondary job preparatory vocational program shall have a functioning Vocational Advisory Committee for each program area. Each advisory committee shall be composed of employees, supervisors, or master craftsmen of the occupation involved. Current or past students may serve on the committee.
- B. Vocational, Adult, and Community Education Advisory Council - This council is composed of members representative of the various adult education programs. Students, staff, businessmen, industry, community

1 organizations, etc. may serve on this committee. This committee will
2 serve the programs, staff, and administration in an advisory capacity to
3 assess needs, develop community understanding and support, motivate
4 students, develop recruitment and retention processes, assist in student
5 placement, assist in securing quality instructors, identify resources, etc., to
6 improve the quality of vocational, adult and community education in
7 Osceola County.

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

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

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

25
26 Auth: 230.22, F.S. Imple: 230.22(1), 229.555(10), 229.575, F.S.

27
28 1.3.3 Regional Articulation Council for Vocational Education, Adult General
29 Education, and Community Instructional Services

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

- 37
38 B. The Superintendent shall cooperate with the council when the council is
39 carrying out its assigned duties and responsibilities which include:

- 40
41 (1) The review and evaluation of existing courses and programs.
42
43 (2) The analysis of current training, counseling, and placement
44 programs in the district.
45
46 (3) Other effects of the council in carrying out its assigned
47 responsibilities.

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- 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*

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

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

A. Duties

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

B. Audit

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

C. District Property

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

1
2 D. Board of Directors
3

4 The Foundation Board of Directors shall be approved annually by the
5 School Board.
6

7 E. Not for Profit
8

9 The Foundation shall be a Florida Corporation not for profit, incorporated
10 under the provisions of Chapter 617, and approved by the Department of
11 State.
12

13 1.4 PROFESSIONAL DEVELOPMENT CENTER (PDC) *Adopted 6/17/97*
14

15 The purpose of the Professional Development Center (PDC) is to provide
16 professional development activities for all employees that will enable the school
17 community to succeed in school improvement and whenever possible to provide
18 those activities that meet the requirements for the renewal of teacher certificates.
19

20 1.4.1 Professional Development Center Council (PDC Council)
21

22 The Professional Development Center Council (PDC Council) shall
23 consist of members nominated by the Osceola Teacher Education Center
24 Council, the Professional Support Inservice Committee, administrators,
25 universities, community colleges, community agencies and other interested
26 groups. The Superintendent shall recommend members to the School
27 Board for approval. Membership on the PDC Council shall include
28 instructional personnel, professional support staff personnel,
29 business/community members, university and community college
30 personnel, and administrative personnel. PDC Council size shall not
31 exceed eleven (11) members.
32

33 Auth: 230.22, F.S. Imple: 231.600, 231.601(4) F.S.
34

35 A. Term of Office for PDC Council Members
36

37 The term of office of a PDC Council member shall be one (1) year.
38 Members may be appointed to successive terms on the PDC
39 Council.
40

41 B. Attendance at Professional Development Center Council Meetings
42

43 Appointment to the PDC Council is an honor and should be
44 received as such. With the appointment, the member accepts the
45 responsibility of representing all employees of the School Board.
46 In order to properly represent employees, the representative must
47 make every reasonable effort to attend all meetings.

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

C. The Professional Development Center Staff

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

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

D. Voting Authority of the PDC Coordinator

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

Auth: 230.22, F.S.

E. PDC Responsibilities

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

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

F. Goals and Objectives

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

G. The PDC Budget

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

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

1
2 1.4.2. Osceola Teacher Education Center Council
3

4 The Osceola Teacher Education Center Council (OTEC Council) shall
5 consist of members nominated by instructional personnel, administrators,
6 universities, community colleges, community agencies and other interested
7 groups. The Superintendent shall appoint members of the OTEC Council.
8

9 A. Membership on the OTEC Council shall include:

- 10
11 (1) One (1) classroom teacher from each school.
12
13 (2) One (1) elementary building level administrator.
14
15 (3) One (1) secondary building level administrator.
16
17 (4) One (1) representative of the University of Central Florida.
18
19 (5) One (1) representative of Valencia Community College.
20
21 (6) In the event Exceptional Student Education (ESE) is not
22 represented in part (1) above, one (1) at-large ESE teacher
23 shall be appointed.
24
25 (7) In the event vocational education is not represented in part
26 (1) above, one (1) at-large vocational education teacher shall
27 be appointed.
28
29 (8) In the event English for Speakers for Other Languages
30 (ESOL) is not represented in part (1) above, one (1) at-large
31 ESOL teacher shall be appointed.
32

33 B. Term of Office for Classroom Teachers
34

35 The term of office of an OTEC Council Member who is a
36 classroom teacher shall be two (2) years, except that the term of an
37 at-large member shall be for one (1) year. A member may be
38 appointed for two (2) successive terms. A teacher who fills an
39 unexpired term of one (1) year or less shall be eligible for up to two
40 (2) full terms.
41

42 C. OTEC Council Responsibilities
43

- 44 (1) The OTEC Council shall review the needs of instructional
45 and administrative employees and recommend professional
46 development activities to the PDC Council for
47 implementation.

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(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 valuables which shall directly or indirectly influence the

1 adoption or purchase of any instructional materials.

2
3 The district instructional materials council shall not deny any publisher,
4 manufacturer, or a representative time to present a product(s) equal to that time
5 given for any other publisher, manufacturer, or representative.

6
7 The district shall forward to the Department of Education a statement of criteria
8 and procedures for evaluation of materials. This statement shall include whether
9 any of the submissions were piloted and/or used in the district and the number of
10 council members and meetings.

11
12 The District Instructional Materials Council will evaluate all submissions. Each
13 instructional material shall be ranked numerically as to its choice in relation to all
14 other materials of the same type evaluated, and no two (2) materials in the same
15 subject area may receive the same numerical ranking.

16
17 Auth: 230.22, F.S Imple: 233.08, 233.09(3)(c), 233.095, and 233.115, F.S.

18
19 1.6 SCHOOL BASED MANAGEMENT (SBM)

20
21 School based management in Osceola County is defined as a systematic way of
22 bringing district staff, principals, teachers, students and parents together to
23 participate in determining and improving school programs. (SBM) encourages
24 effective use of educational resources, reduces time in the decision making
25 process and places considerable emphasis on school effectiveness.

26
27 Elements of School Based Management in Osceola County include the following:

- 28
29 A. The school is the principal planning unit in the budget process. The
30 opportunity exists for school level input into the budgeting process and
31 each school develops an annual budget based on its unique needs. Once
32 budgeted, funds can be shifted to other functions and objects by following
33 district procedures.
34
35 B. The system of planning is continuous and reflects input from school level
36 administrators and teachers.
37
38 C. Planning for program and curriculum changes takes place in individual
39 schools based upon the needs of the individual school, the district and state
40 mandates.
41
42 D. Teacher placement decisions are a shared responsibility between the
43 district and local school.
44
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46
47

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

3
4 Auth: 230.22, F.S. Imple: 229.555, 230.33(5), 230.23(3), and 236.02(7),F.S.

5
6 1.7 MANAGEMENT INFORMATION SYSTEM

7
8 The School Board shall:

9
10 A. Establish a District reports and forms control management system.
11 *Amended 6/30/92*

12
13 B. With assistance from the Department of Education, develop systems
14 compatible with the state management information system and unique
15 local systems. *Amended 6/30/92*

16
17 C. Provide, with the assistance of the Department of Education, inservice
18 training dealing with management information system purposes and scope,
19 a method of transmitting input data, and the use of output report
20 information.

21
22 D. Establish a plan for continuous review and evaluation of local
23 management information system needs and procedures.

24
25 E. Advise the Commissioner of Education of all District management
26 information needs.

27
28 F. Transmit required data input elements to the appropriate processing
29 locations in accordance with guidelines established by the Commissioner.

30
31 G. Determine required reports, comparisons, and relationships to be provided
32 to district school systems by the system output reports and continuously
33 review these reports for usefulness and meaningfulness, and submit
34 recommended additions, deletions and change requirements in accordance
35 with the guidelines established by the Commissioner.

36
37 H. Be responsible for the accuracy of all data elements transmitted to the
38 Department.

39
40 I. RECORDS RETENTION MANUAL (ADOPTED JULY 7, 1987) The
41 School Board adopts and maintains a Records Retention manual that
42 delineates procedures for the care and maintenance of records of the
43 District. This manual shall be administered through the Office of Records
44 Management.

45
46 Auth: 229.555(2)(b), F.S.

47

1 1.8 INSERVICE EDUCATION

2
3 A Master Plan for Inservice Education shall be prepared by the Board annually
4 before submission to the State Department of Education for approval. In
5 this regard the School Board will seek to:

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

31
32 A copy of the Master Plan shall be filed in the library of each school.

33
34 Auth: 230.22, F.S. and 230.2311(6), F.S. Imple: 231.603(3),F.S.

35
36 1.9 EDUCATIONAL EVALUATION

37
38 The School Board shall provide for the periodic assessment of student
39 performance and achievement in each school. Such assessment programs shall be
40 based upon local goals and objectives which are compatible with the State's plan
41 for education and which supplement the minimum performance standards
42 approved by the State Board of Education. Data from the assessment programs
43 shall be provided to the Commissioner of Education when it is required in order to
44 evaluate specific instructional programs or processes or when the data is needed
45 for other research or evaluation projects. The School Board may provide
46 acceptable, compatible District assessment data to substitute for any assessment
47 data needed at the state level when the Commissioner certifies that such data is

1 acceptable for the purposes of this action.

2
3 A. District Report

4
5 A feedback report shall be prepared on the status of education in the
6 Osceola County School District. The report shall contain information
7 about how well school instructional programs enable students to meet
8 performance standards, results of program evaluations, information about
9 the needs of education in the District, information on District policy
10 decisions, and any other information and analysis which explain or clarify
11 the status of education in the District. The District report shall be made
12 available to the general public and the citizens of the District, to each
13 school in the District, and to appropriate local news media. Amended
14 6/30/92

15
16 B. School Report

17
18 Each school shall annually report on its status of education and shall base
19 its report upon information for the prior school year. The report shall
20 contain:

- 21
22 (1) Information on how well the school is meeting its goals and
23 objectives.
24
25 (2) Interpretation and analysis of student progress, including
26 information on how well students are achieving the minimum
27 performance standards.
28
29 (3) Fiscal information, including the school budget.
30
31 (4) Information on the needs of the schools and its students.
32
33 (5) Summaries of teacher, student, parent, and community attitudes
34 toward the school.
35
36 (6) Any other information and analysis which explain or clarify the
37 status of education.
38

39 The principal, with the assistance of teachers, students and the School Advisory
40 Council shall prepare the report. The report shall be distributed in accordance
41 with established timelines. The report shall be reproduced and distributed at the
42 least possible cost and may be issued in a series or as part of existing school
43 publications. The report shall be distributed to the parent or guardian of each
44 student in the school and made available to all other interested citizens upon
45 request. Amended 6/30/92
46
47

1 1.10 EARLY CHILDHOOD AND BASIC SKILLS DEVELOPMENT

2
3 The School Board shall establish a program for early childhood and basic skills
4 development. This program shall be developed cooperatively by school
5 administrators, teachers, parents and other groups or individuals having an interest
6 in the program and having expertise in the field of early childhood education or
7 basic skills development. Such a program shall be based on the guidelines
8 prepared by the Department of Education pursuant to Chapter 7-A-238, Laws of
9 Florida, and further delineated in Chapter 6 of this Rules Manual.

10
11 1.11 EVALUATION OF SCHOOL PERSONNEL

12
13 The School Board shall annually review the system of evaluating the personnel of
14 the District, as presented by the Superintendent. Such evaluation shall be for the
15 purpose of maintaining and improving the educational program of the District.

16
17 Auth: 230.22, F.S.

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

19
20 1.12 SUPPLEMENTS *Amended 6/30/92*

21
22 Supplements may be provided for extracurricular activities or other assignments
23 as outlined in the Master Teacher Contract and Board adopted salary schedule.

24
25 1.13 REPORTS AND FORMS CONTROL

26
27 A. Purpose

28
29 To provide the schools, district, state, and federal agencies with required
30 data in a timely and accurate fashion while reducing duplication.

31
32 B. Definitions

33
34 (1) Form - Any written communication, whether in memorandum,
35 survey or standard form format, with blank spaces for the filling in
36 of data.

37
38 (2) Report - Any form in which the blanks have been completed or any
39 summary of data prepared after aggregation of data on forms.

40
41 C. Authorization and List of Forms

42
43 Those School District forms, as indexed in the Forms Index and located in
44 the Office of Records Management, constitute the approved district forms
45 as required by F.S. 120.53(1) (b). A copy of any form listed in the Index
46 may be obtained without cost from the Office of Records Management.

1 D. New or Revised Forms

2
3 Any new or revised forms must be submitted to the Office of Records
4 Management for review in accordance with the procedures set forth in the
5 Forms Management Handbook. Any form developed by the District
6 which imposes any requirement or solicits any information not required by
7 statute or by an existing rule must be submitted for approval by the School
8 Board, and on approval shall be included in the Forms Index and placed on
9 file in the Office of Records Management.

10
11 1.14 EQUITY POLICY

12
13 1.14.1 General Statement

14
15 It is the policy of The School District of Osceola County, Florida to ensure that
16 equal education opportunities are available to all individuals within the district
17 who are eligible under the laws of the State of Florida to receive a free public
18 education in the district. It is also the policy of the district to ensure equal
19 employment opportunities to all individuals. Educational program opportunities
20 and employment opportunities shall be made available free of any harassment
21 and/or discrimination based on race, sex, age, color, disability, religion, marital
22 status, national origin or other legally protected characteristic. Discrimination
23 and/or harassment based upon race, sex, age, color, disability, religion, marital
24 status, national origin or other legally protected characteristic is strictly prohibited.
25 Such conduct is a serious infraction of School Board rules and policy. Employees
26 and students engaging in such action or conduct are subject to serious disciplinary
27 action, subject to applicable procedural requirements. In limited circumstances,
28 however, sex or disability may be a disqualifying factor as permitted by law as a
29 bona fide occupational qualification (BFOQ).

30
31 The School District of Osceola County shall conspicuously post its Notice of
32 Non-Discrimination and Non-Harassment and the name and telephone number of
33 district employees responsible for compliance with such policies at its facilities
34 subject to its discretion regarding placement. Every applicant for employment,
35 employee, student and applicant for admission has the right to present a complaint
36 of alleged discrimination and/or harassment and, in so doing, be free from
37 restraint, intimidation, interference, coercion, or reprisal because he or she has
38 presented a complaint or testified, assisted and/or participated in any phase of the
39 investigation or proceedings under this policy. Moreover, the School District of
40 Osceola County shall take such steps reasonably necessary to keep applicants for
41 employment, employees, students and applicants for admission who complain of
42 discrimination and/or harassment free from continued discrimination and/or
43 harassment. To the extent practicable and in accordance with applicable law,
44 confidentiality will be maintained regarding any matters arising under this policy.

45
46 For additional information concerning this policy, please contact the Equity
47 Coordinator or the Superintendent.

1
2 1.14.2 Definitions
3

4 The following definitions and interpretations shall apply to the terms stated
5 throughout this policy:
6

- 7 A. "Chairperson" is the person who will be responsible for taking minutes of
8 the Equity Committee's meetings, preside over the meetings of the Equity
9 Committee, serve as an advisor to the Equity Committee and to the
10 investigative teams formed by the Equity Committee, serve as a liaison
11 between the investigative teams and the Equity Committee, and who will
12 perform such other tasks necessary to the efficient operation of the Equity
13 Committee.
14
- 15 B. "Complainant" is a person bringing allegations of discrimination and/or
16 harassment.
17
- 18 C. With respect to applicants for employment and employees, "complaint"
19 shall mean a written statement which alleges that an organization or
20 person has been or is engaged in discrimination and/or harassment. All
21 complaints under this policy by an applicant for employment or employee
22 must be on the form approved by the Equity Committee.
23
- 24 D. "Investigation" is an examination of the facts to determine if there is
25 reasonable cause to believe that the alleged discrimination and/or
26 harassment did or did not occur.
27
- 28 E. "Respondent" is a person or organization accused of discriminatory and/or
29 harassing conduct.
30
- 31 F. "Equity Coordinator" is the person who will coordinate the complaint
32 processes specified in this policy, call the meetings of the Equity
33 Committee, coordinate and administer all procedures and practices set
34 forth in this policy and review and make recommendations to the Equity
35 Committee concerning rules, procedures and practices.
36
- 37 G. "Bona Fide Occupational Qualification" or "BFOQ" means a job
38 qualification that is legally permitted and which may result lawfully in
39 discrimination for or against a particular class or group.
40
- 41 H. "Harassment", as used herein, includes not only what is commonly
42 referred to as "sexual harassment", but also harassment based upon race,
43 age, color, disability, religion, marital status, national origin or other
44 legally protected characteristic. "Harassment" on such bases, as used
45 herein, includes but is not limited to verbal or physical conduct related to
46 such protected characteristics or the creation or maintenance of a pervasive
47 or chronic condition in the education or workplace environment, such as

1 the utilization, publication or display of offensive music, pictures or other
2 articles or items in the workplace or educational environment where, based
3 on a “reasonableness” or objective standard, such matters or conduct have
4 the purpose or effect of unreasonably interfering with an employee’s work
5 or a student’s education or performance. Harassment includes, but is not
6 limited to, the following:
7

8 (1) Unwelcome sexual advances, requests for sexual favors, pressure
9 for sexual activity, verbal abuse of a sexual nature or repeated
10 gender-based disparaging remarks, unwelcome or inappropriate
11 touching, suggestions of sexual activity with explicit or implicit
12 threats or promises, other verbal or physical conduct of a sexual
13 nature or the creation or maintenance of a condition in the
14 educational or workplace environment, such as the utilization,
15 publication or display of sexually offensive music, pictures or other
16 articles or items in the workplace or educational environment,
17 where such matters or conduct have the purpose or effect of
18 unreasonably interfering, based on an objective standard, with an
19 employee’s work or a student’s education or performance or which
20 creates an intimidating, hostile or offensive work or educational
21 environment.
22

23 (2) Sexual Harassment also includes the denial of or the provision of
24 aid, benefits, admission, grades, rewards, employment, faculty
25 assistance, services, or treatment on the basis of the sexual
26 advances or requests for sexual favors.
27

28 (3) “Harassment” shall also include those behaviors prohibited by the
29 School Board Rule 1.22, “Zero Tolerance for Workplace
30 Violence.”
31

32 I. In the context of employment or application for employment,
33 “discrimination” shall mean:
34

35 (1) To fail or refuse to hire, or to discharge an individual, or otherwise
36 to discriminate against, any individual with respect to his or her
37 compensation, terms, conditions, or privileges of employment
38 because of such individual's race, sex, age, color, disability,
39 religion, marital status, national origin or other legally protected
40 characteristic, except where a bona fide occupational qualification
41 of employment is applicable.
42

43 (2) To limit, segregate, or classify an employee in any way, which
44 would deprive or tend to:

45 a) Deprive an individual of employment opportunities;
46
47

1 b) Otherwise adversely affect an employee's status as an
2 employee because of such individual's race, sex, age, color,
3 disability, religion, marital status, national origin or other
4 legally protected characteristic, except where a bona fide
5 occupational qualification of employment is applicable.
6

7 J. In the context of education or application for admission to a Osceola
8 County public school, "discrimination" shall mean any deprivation,
9 discrimination, or denial of any educational opportunity, benefit, term or
10 condition, privilege, grade or reward in connection with education, on the
11 basis of a student's race, sex, age, color, disability, religion, marital status,
12 national origin or other legally protected characteristic, except where a
13 bona fide qualification or requirement for a particular educational
14 opportunity is applicable.
15

16 K. The term "Superintendent" shall also include designees appointed by the
17 Superintendent for a task or tasks.
18

19 1.14.3 Procedures
20

21 A. Equity Committee An Equity Committee is hereby established for the
22 purpose of investigating complaints of harassment and/or discrimination
23 brought by applicants for employment, employees, students and
24 applicants for admission within the School District of Osceola County,
25 Florida. The composition of this committee shall be twelve (12) members
26 reasonably representative of the demographics of the staff. All
27 appointments to the Equity Committee will be made by the Superintendent
28 and approved by the School Board. Appointees will serve staggered three
29 (3) year terms, unless removed by the Superintendent with approval of the
30 School Board. The Superintendent shall appoint a member of the Equity
31 Committee, with the approval of the School Board, to serve as the
32 Chairperson of the Equity Committee. The Chairperson shall serve in said
33 position throughout the term of his or her membership on the Equity
34 Committee, unless removed from such position by the Superintendent with
35 the approval of the School Board.
36

37 B. Procedures for Filing a Complaint Related to Employment and
38 Applications for Employment
39

40 In the event an employee or job applicant intends to register a complaint
41 through this policy based upon alleged harassment and/or discrimination
42 on the basis of race, sex, age, color, disability, marital status, religion,
43 national origin or other legally protected characteristic, the employee or
44 job applicant shall exhaust the administrative channels set forth herein
45 before resorting to other means of resolving disputes. Complainants under
46 this policy shall initiate the process set forth in this paragraph as soon as
47 reasonably possible after the alleged incident of discrimination and/or

1 harassment, but in no event more than sixty (60) calendar days after the
2 alleged incident of discrimination and/or harassment.

3
4 However, School Board employees may elect to proceed under the School
5 District's Grievance Procedure (School Board Rule 3.15), rather than
6 submit their allegations to the Equity Committee under this policy. Once
7 an employee files a complaint under this policy, such employee is barred
8 from filing a grievance under School Board Rule 3.15 with respect to the
9 same or substantially similar allegations. Similarly, once an employee
10 files a grievance under School Rule 3.15, such employee is barred from
11 filing a complaint under this policy with respect to the same or
12 substantially similar allegations. It should be recognized that employees
13 electing to proceed under the grievance procedure set forth under School
14 Board Rule 3.15 must file a grievance within ten (10) actual working days
15 after becoming aware of the act or condition on which the grievance is
16 based, or after a reasonable person under similar circumstances should
17 have been aware of such act or condition; otherwise, the grievance shall be
18 considered to have been waived.

19
20 With respect to employees and job applicants, the complaint procedure
21 under this policy is as follows:

- 22
23 (1) If the complainant is employed by the School District and wishes
24 to bring a complaint regarding any matter subject to this policy, the
25 complainant may first bring his or her complaint in writing on the
26 approved form to his or her immediate supervisor as soon as
27 reasonably possible, but in no event more than sixty (60) calendar
28 days after the alleged incident of discrimination and/or harassment.
29 If the complainant's immediate supervisor is the allegedly
30 offending person, then the complainant may bypass his or her
31 immediate supervisor and proceed to the next step which is
32 described in the next subparagraph hereinafter, that is, bring a
33 complaint on the approved form to the Equity Coordinator.
34
35 (2) If the complainant is an applicant for a position of employment
36 with the School District or if the complainant wishes to raise a
37 complaint of discrimination and/or harassment in which his or her
38 immediate supervisor is a respondent, then the complainant should
39 file his or her complaint as soon as reasonably possible, but in no
40 event more than sixty (60) calendar days after the alleged incident
41 of discrimination and/or harassment, with the Equity Coordinator.
42 If an employee has by-passed filing first with his or her immediate
43 supervisor, the Equity Coordinator may, in his or her discretion,
44 refer the complaint to the complainant's supervisor for initial
45 handling in accordance with the immediately preceding
46 subparagraph for treatment.
47

1 Appeal of Supervisor’s Decision

2
3 If the complainant has filed a complaint of discrimination and/or
4 harassment on the approved form with his or her immediate
5 supervisor pursuant to the provisions of paragraph 1 hereinabove,
6 and believes that his or her complaint was not resolved by his or
7 her immediate supervisor, then the complainant may within sixty
8 (60) calendar days after the alleged incident of discrimination
9 and/or harassment, file a written complaint on the approved form
10 with the Equity Coordinator.

11
12 Notice and Prohibition of Retaliation

13
14 After receiving a written complaint on the approved form, the
15 Equity Coordinator shall notify the complainant’s immediate
16 supervisor, appropriate administrative personnel and the
17 Chairperson of the Equity Committee, if those persons are not a
18 respondent in the complaint, that a formal complaint has been
19 filed. The Equity Coordinator, together with other appropriate
20 District personnel, shall immediately, with the approval of the
21 Superintendent, take whatever action is reasonably necessary to
22 protect the complainant at the workplace. No retaliation against
23 any person for making a complaint in good faith shall be permitted.
24 Upon receipt of the written complaint on the approved form, the
25 matter shall be referred to the Equity Committee for processing in
26 accordance with the following paragraph number 3. The Equity
27 Coordinator may notify the person or persons accused of
28 discrimination and/or harassment in the complaint and the timing
29 of such notification shall be in the discretion of the Equity
30 Coordinator.

31
32 Investigative Team

- 33
34 (3) Upon receipt of the written complaint on the approved form by the
35 Equity Coordinator, the Equity Coordinator shall immediately
36 deliver said complaint to the Chairperson of the Equity Committee.
37 Upon receipt of said complaint by the Chairperson, an investigative
38 team will be established consisting of three (3) members of the
39 Equity Committee. The members of the investigative team shall be
40 selected by the Chairperson of the Equity Committee. If requested
41 by the complainant, and in discretion of the Chairperson, one of the
42 three members of the investigative team may be selected by the
43 complainant from the members of the Equity Committee. No
44 member of the panel investigative team may be related by blood or
45 marriage to a party to the complaint.
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Investigation

(4) The investigative team shall conduct a fair and impartial investigation into the alleged discrimination and/or harassment. The investigative team may utilize a designee of the Superintendent as reasonably necessary to assist in the investigation. The Equity Coordinator shall inform the parties to the complaint of the process to be followed. In the absence of unusual circumstances, the investigation shall be complete within sixty (60) days of the date the complaint is received by the Equity Coordinator.

Findings

(5) Upon completion of the investigation and after reviewing the statements and other materials obtained during the course of the investigation, the Equity Committee shall deliberate and by majority vote shall make findings and proposed recommendations. The Equity Committee shall communicate its findings and recommendations in writing to the Superintendent.

Decision

(6) The Superintendent shall review the findings and recommendations of the Equity Committee and issue a final decision within twenty (20) calendar days of receiving the Equity Committee’s findings and recommendations. Review of the Superintendent’s decision, if any, will be as permitted by law.

C. Complaints made by Students and/or Applicants for Admission

(1) Any student or applicant for admission with a complaint of alleged discrimination and/or harassment should immediately bring his or her concern to the principal or director of the school or facility where the incident allegedly occurred, unless the complaint is against such person, in which case the complainant shall bring the complaint directly to the Equity Coordinator. Appropriate School District staff shall take such action as is reasonably necessary to assist the complainant in the formulation of a written complaint on the approved form, as it is preferable that the complaint be in writing. However, all employees of the School District shall refer a student to the Equity Coordinator, school principal or Superintendent, as appropriate immediately upon receipt of a verbal complaint of alleged discrimination and/or harassment. Students or applicants for admission wishing to bring a complaint under this policy shall make their complaint as specified in this paragraph as soon as reasonably possible, but in no event more

1 than sixty (60) calendar days after the alleged incident of
2 discrimination and/or harassment occurred.

3
4 No Retaliation and Referral to Committee

- 5
6 (2) Upon receipt of a complaint or an allegation by a student or
7 applicant for admission alleging discrimination and/or harassment,
8 the employee of the School District receiving the complaint or
9 allegation shall immediately take reasonable and appropriate action
10 to protect the student or applicant for admission from any condition
11 within the School District harmful to the student or applicant for
12 admission and shall immediately report the alleged incident and the
13 actions taken to protect the student or applicant for admission to
14 the Equity Coordinator and the Superintendent. After receiving
15 notification of the complaint and the action taken to protect the
16 complaining student or applicant for admission, the Equity
17 Coordinator shall inform the student's or admission applicant's
18 parents and/or legal guardian of the alleged incident and of the
19 existence of the Equity Committee. At the request of the student or
20 applicant for admission, the complaint of discrimination and/or
21 harassment may be immediately referred to the Equity Committee.
22 Should the student or applicant for admission wish to proceed with
23 his or her complaint under this policy, the Equity Coordinator shall
24 notify the Chairperson of the Equity Committee of the allegations
25 of the student or applicant for admission. No retaliation shall be
26 permitted against a student or applicant for admission who makes a
27 complaint in good faith under this policy.

28
29 Investigative Team

- 30
31 (3) Upon notification to the Chairperson of the Equity Committee of
32 the student's or admission applicant's complaint or allegations, an
33 investigative team will be established consisting of three (3)
34 members of the Equity Committee. The members of the
35 investigative team shall be selected by the Chairperson of the
36 Equity Committee. If requested by the complainant, and in
37 discretion of the Chairperson, one of the three members of the
38 investigative team may be selected by the complainant from the
39 members of the Equity Committee. No member of the panel
40 investigative team may be related by blood or marriage to a party
41 to the complaint.

42
43
44
45 Investigation

1 (4) The investigative team shall conduct a fair and impartial
2 investigation into the alleged discrimination and/or harassment.
3 The investigative team may utilize a designee of the
4 Superintendent as reasonably necessary to assist in the
5 investigation. The Equity Coordinator shall inform the parties to
6 the complaint of the process to be followed. In the absence of
7 unusual circumstances, the investigation shall be complete within
8 sixty (60) days of the date the complaint is received by the Equity
9 Coordinator.

10
11 Findings

12
13 (5) Upon completion of the investigation and after reviewing the
14 statements and other materials obtained during the course of the
15 investigation, the Equity Committee shall deliberate and by
16 majority vote shall make findings and proposed recommendations.
17 The Equity Committee shall communicate its findings and
18 recommendations in writing to the Superintendent.

19
20 Decision

21
22 (6) The Superintendent shall review the findings and recommendations
23 of the Equity Committee and issue a final decision within twenty
24 (20) calendar days of receiving the Equity Committee's findings
25 and recommendations. Review of the Superintendent's decision, if
26 any, will be as permitted by law.

27
28 D. The School District shall take prompt and appropriate action to remedy
29 discrimination or harassment despite an untimely filing of a complaint or
30 technical/procedural noncompliance hereunder.

31
32 E. The Superintendent shall direct, and the Equity Coordinator shall be
33 responsible to implement a system of procedures and actions that will
34 ensure regular notification to applicants for employment, employees,
35 students, applicants for admission, parents, bargaining units and the
36 general public of the name, title, address and telephone number of the
37 Equity Coordinator and the fact that any person who believes that he or
38 she has been the victim of unlawful discrimination and/or harassment may
39 contact the Equity Coordinator for a description of his or her further rights
40 and remedies pursuant to this policy. More specific details regarding how
41 such notice shall be published and distributed shall be set forth by the
42 Superintendent in a statement of procedures.

43
44
45 **1.15 INVOLVEMENT OF STUDENTS IN POLITICAL ACTIVITY**

46
47 Employees of the Osceola County School Board, shall not involve students in

1 political activities during the school day.

2
3 1.16 PERSONNEL RECORDS

4
5 1.16.1 Definition of Terms

6
7 A. Evaluations

8
9 Include classroom observations, annual evaluations, assessment,
10 reprimands, commendations and due process documentation.

11
12 B. Complaint

13
14 An accusation by any member of the public or School Board employee
15 charging an employee with misconduct and/or unacceptable performance.

16
17 C. Limited File

18
19 (Confidential File: available only to those with complete access)

20
21 Information that is not available for public review. This would include
22 medical records, psychiatric, psychological files, payroll deductions,
23 transcripts, preliminary investigations, active investigations, evaluations
24 and assessments prior to July 1, 1983, and subsequent evaluations for one
25 full school year.

26
27 D. Custodian of Records

28
29 The appointed work site administrator, central office administrator or
30 administrative designee charged by law with the responsibility of
31 maintaining and supervising personnel files for the School Board of
32 Osceola County.

33
34 E. Derogatory Material

35
36 Typical examples:

37
38 (1) Complaints, allegations, negative assessments, evaluations and
39 charges related to work performance. (Can be placed in file.)

40
41 (2) Employee's conduct, service, character or personality not related to
42 work performance. (Cannot be placed in file.)

43
44
45 F. Designee

46
47 Persons authorized by School Board Members, the Superintendent, the
48 principal or the employee to inspect all aspects of the personnel file in the

1 exercise of their respective duties. (Based on the need to know.)
2
3

4 G. Inspection of Records Amended 7/23/91
5

6 Every person who has custody of personnel files shall permit the records to
7 be inspected and examined by any person desiring to do so, at reasonable
8 times, under reasonable conditions and under supervision by the custodian
9 of records or his designee. Confidential records are not available for
10 inspection by the public.
11

12 H. Lawful Criminal Investigation
13

14 Any investigation conducted by local, state and federal law enforcement
15 agencies concerning criminal acts, according to the laws of the state or
16 community as enforced by the courts.
17

18 I. Law Enforcement Personnel
19

20 Any person employed by an authorized law enforcement agency to
21 conduct an investigation concerning unlawful acts, e.g.; employed by
22 federal, state, or county or municipal agency.
23

24 J. Medical Records
25

26 Include medical, psychological/psychiatric evaluations, medical releases,
27 workers' compensation reports and other letters, documentation or reports
28 attendant to the employee's medical condition.
29

30 K. No Probable Cause
31

32 Findings of preliminary investigations showing no evidence to support or
33 continue an investigation.
34

35 L. Payroll Deductions
36

37 Include Federal Income Tax and FICA deductions, deductions taken for
38 insurance, union dues, retirement contributions, tax-sheltered annuities
39 and other investment deductions, alimony and court mandated deductions,
40 charity deductions, and credit union.
41

42 M. Preliminary Investigation
43

44 Investigative actions conducted to determine if there is probable cause to
45 proceed further with complaint or alleged violation or Board Rules and/or
46 statutory provisions.
47

48 N. Probable Cause

1
2 Result of preliminary investigation with findings of reasonable grounds for
3 suspecting that violation of School Board Rules or criminal offense has
4 been committed. May lead to further investigation, disciplinary action or
5 charges filed.
6

7 0. Right of Inquiry
8

9 The employee has the right to request that the Superintendent or his
10 designee make an informal inquiry regarding material in his personnel file
11 which an employee believes to be false. The official conducting the
12 inquiry shall append a written report of his findings to the personnel file.
13

14 1.16.2 Personnel Files
15

16 A. Definition of Personnel File
17

18 The term personnel file means all records, information, data, or materials
19 maintained by the School Board anywhere, (including the work site file,
20 which are uniquely applicable to that employee, whether maintained in one
21 or more locations.
22

23 B. Access to Personnel Files
24

- 25 (1) The complete file is open as needed to:
26
27 a. School Board Members and the School Board Attorney.
28
29 b. Superintendent, Assistant Superintendents, Principals,
30 Assistant Principals, or their respective designees.
31
32 c. Supervisor of the employee.
33
34 d. Employee.
35
36 e. Designees of Employees.
37
38 f. Law Enforcement personnel in a lawful criminal
39 investigation.
40
41 g. Professional support clerical personnel assigned to
42 personnel files.
43
44 (2) The limited file is open to anyone who files and signs an
45 appropriate request. After the request is filed an effort shall be
46 made to provide current records within a reasonable time.
47

1 (3) All materials in the personnel file are subject to public review
 2 except as noted below for the period of time indicated. The
 3 contents of the Limited File include the following: *Amended*
 4 *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.

35
 36 C. Special Handling for Certain Materials Contained in Personnel Files

- 37
 38 (1) No anonymous letters or materials shall be placed in the file.
 39
 40 (2) Materials which are derogatory to an employee may be placed in a
 41 personnel file only if they pertain to work performance, or other
 42 matters that may be cause for discipline, suspension or dismissal.
 43
 44 a. Such material must be reduced to writing within 45 days
 45 and signed by a person competent to know the facts or
 46 make the judgment. Additional material may be added to
 47 clarify or simplify as needed.

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

D. General Information

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

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further. A statement to that effect signed by a responsible investigating official shall be attached to the complaint.

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

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

1 Evaluation/Observation Conference Reports
2 Inservice Printouts/Related Materials
3 Leaves of Absences/Change Forms
4 Letters of Commendation
5 Notification to Begin Work Letters
6 Reclassification/Transfers
7 Resignation
8 Resumes
9 Social Security Card
10 Transcripts and University Placement Data
11 Wage Verifications from Mortgage Companies
12

13 PROFESSIONAL SUPPORT *Amended 6/29/93*

14
15 Applications
16 Appointments
17 Authorization to Review File
18 Employee Process Letter/Substitute Form
19 Evaluation Forms
20 Inservice Printouts/Related Materials
21 Layoff and Recall Letters
22 Leaves of Absences/Change Forms
23 Letters of Commendation
24 Notification to Begin Work Letters
25 Reappointment Letters
26 Reclassification/Transfers
27 Resignations
28 Resumes
29 Salary Letters
30 Social Security Cards
31 Test Scores
32 Transcripts
33 Work Permits
34

35 Auth: 119.07 F.S.; 231.262 F.S.; 231.291 F.S.
36

37 **1.17 SAFETY AND HEALTH LOSS CONTROL PROGRAM**
38

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

- 41
42
43 (1) A safe and healthful educational environment for the student
44 population;
45
46 (2) A safe and healthful work place from recognized hazards for each
47 employee;

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- (3) Safe use of facilities by the general public;
- (4) Protection of the environment and natural resources from any foreseeable or preventable impairment related to School District activities and operations;
- (5) The reduction of property, Workers' Compensation, and general liability losses.

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

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

- (1) 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.

*Quit citations
hurt grants
must have language*

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.

1
2 "Workplace" is defined as the site for the performance of work done in connection
3 with employment. That includes any school building, any school premises; any
4 school vehicle, or any vehicle used to transport students to and from school and
5 school activities off school property during any school-sponsored or school
6 approved activity, event or function, such as a field trip or athletic event, where
7 students are under the jurisdiction of the School District. *Amended 6/30/92*
8

9 1.18.2 Upon reasonable suspicion of drug and/or alcohol abuse, documented by the
10 School Board adopted checklist, written notification shall be given to the
11 employee and a professional evaluation, which may include drug and/or alcohol
12 testing as recommended, shall be performed by qualified personnel.
13

14 Any employee testing positive will be considered in violation of the Drug-Free
15 Workplace policy.
16

17 Any employee violating the above policy is subject to discipline, up to and
18 including termination and referral for prosecution, for the first offense.
19 *Amended 6/29/93*
20

21 1.18.3 Employees have the right to know the dangers of drug and/or alcohol abuse in the
22 workplace, the school district's policy about them, and what help is available to
23 combat drug and/or alcohol problems. This document spells out the school
24 district's policy. The school district will institute an education program for all
25 employees on the dangers of drug and/or alcohol abuse in the workplace. All
26 employees are encouraged to self-identify and to participate in the following
27 rehabilitative help:
28

29 Medical benefits for substance-abuse treatment
30

31 Information about community resources for assessment and treatment
32

33 Counseling program
34

35 Employee Assistance Program
36

37 In addition, the school district will provide supervisory training to assist in
38 identifying and addressing illegal drug and/or alcohol use by employees.
39

40 1.18.4 Any employee convicted of violating a criminal drug statute in this workplace
41 must inform the school district of such conviction (including pleas of guilty and
42 nolo contendere) within five (5) days of the conviction occurring. Failure to so
43 inform the school district subjects the employee to disciplinary action, up to and
44 including termination for the first offense. By law, the school district will notify
45 the federal contracting officer within ten (10) days of receiving such notice from
46 an employee or otherwise receiving notice of such a conviction.
47

1 The school district reserves the right to offer employees convicted of violating a
2 criminal drug statute in the workplace participation in an approved rehabilitation
3 or drug and/or alcohol-abuse assistance program as an alternative to discipline. If
4 such a program is offered, and accepted by the employee, then the employee must
5 satisfactorily participate in the program as a condition of continued employment.
6

7 **1.18.5 CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM**
8 *Adopted 5/2/95*
9

10 Employees of the school district performing safety sensitive functions and holding
11 commercial drivers' licenses are required to participate in a drug and alcohol
12 testing program pursuant to the Omnibus Transportation Employee Testing Act of
13 1991 (hereinafter "OTETA"), regulations of the Federal Highway Administration
14 contained in 49 C.F.R., parts 40 and 382, section 234.091, Florida Statutes, and
15 other applicable state and federal safety programs. It is the policy of the Board that
16 an employee in a safety sensitive position may be considered impaired by any
17 measurable level of controlled substance or alcohol use.
18

19 **A. Definitions**
20

21 (1) Alcohol:
22

23 The intoxicating agent in beverage alcohol, ethyl alcohol, or other
24 low molecular weight alcohols including methyl and isopropyl
25 alcohol.
26

27 (2) Alcohol Use:
28

29 The consumption of any beverage, mixture, or preparation,
30 including any medication containing alcohol. The use of alcohol is
31 prohibited both during the work day and for four hours prior to
32 reporting for duty. The use of alcohol is also prohibited for eight
33 hours following an accident, or until the employee is tested.
34

35 (3) Controlled Substance or Drug:
36

37 Any illegal drug or substance as identified in Schedules I through
38 V of section 202 of the Controlled Substance Act and as further
39 defined by 21 C.F.R. SS 1300.11-1300.15. This includes, but is not
40 limited to, marijuana, amphetamines, opiates, phencyclidine (PCP),
41 and cocaine. Illegal use includes use of any illegal drug or misuse
42 of legally prescribed or obtained prescription drug.
43

44 (4) Covered Employees:
45

46 Covered employees include District employees, both permanent
47 and temporary, who are required to hold a Commercial Driver's

1 License as a condition of employment and perform safety-sensitive
2 functions.

3
4 (5) Medical Review Officer (MRO):

5
6 The MRO is a physician with knowledge of substance abuse
7 disorders and who has appropriate medical training to interpret and
8 evaluate laboratory positive drug test results in a confidential
9 manner, in conjunction with an individual's medical history, and
10 any other relevant biomedical information, to determine alternative
11 medical explanations for positive results.

12
13 (6) Program Manager:

14
15 Superintendent shall designate within the District one or more
16 persons as OTETA program manager(s). Any person who desires
17 information regarding the program may contact the Personnel
18 Department.

19
20 (7) Refusal to Submit to an Alcohol or Controlled Substance Test:

21
22 An employee has refused to submit to an alcohol or controlled
23 substance test if the employee (1) fails to provide adequate breath
24 for testing without a valid medical explanation after he or she has
25 received notice of the requirement for breath testing; (2) fails to
26 provide adequate urine for controlled substance testing without a
27 valid medical explanation after he or she has received notice of the
28 requirement for urine testing; or (3) engages in conduct that clearly
29 obstructs the testing process. Refusal to submit to an alcohol or
30 controlled substance test is a positive result.

31
32 (8) Safety Sensitive Function:

33
34 Any function for which a Commercial Driver's License is
35 mandated and any of those on duty functions set forth in 40 C.F.R.
36 ss 395.2, on duty time.

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41 (9) Substance Abuse Professional:

42
43 A licensed physician (medical doctor or doctor of osteopathy), or a
44 licensed or certified psychologist, social worker, employee
45 assistance professional, or addiction counselor (certified by the
46 National Association of Alcoholism and Drug Abuse Counselors
47 Certification Commission) with knowledge of and clinical

1 experience in the diagnosis and treatment of alcohol and controlled
2 substances-related disorders.

3
4 **B. Policy**

5
6 Covered employees testing positive for alcohol (concentration of .02 or
7 greater) and controlled substances are in violation of district policy and
8 will be removed from safety sensitive positions immediately. Any
9 violation of federal, state, or district policy shall be grounds for dismissal.
10 Any employee who is terminated for violation of this policy shall be
11 provided with a list of substance abuse providers.

12
13 Employees shall not report for duty or remain on duty requiring the
14 performance of a safety sensitive function when the employee uses any
15 controlled substance, except when the use is pursuant to the instructions of
16 a physician who has documented to the employee that the controlled
17 substance will not adversely effect the employee's ability to perform
18 safety-sensitive functions. It is the responsibility of the employee to notify
19 the district of physician directed use of controlled substances. Employees
20 shall not use or possess alcohol while performing safety sensitive
21 functions. Employees shall not perform safety sensitive functions within
22 four hours after using alcohol. Employees shall not report for duty or
23 remain on duty requiring the performance of a safety sensitive function
24 when the employee uses any alcohol or while having an alcohol
25 concentration of 0.02 or greater.

26
27 **C. Testing and Analysis**

28
29 It is the intent of the school district to comply with all alcohol and
30 controlled substance testing procedures contained in applicable laws and
31 regulations. The school district recognizes the need to protect individual
32 dignity, privacy and confidentiality in the program. Specimen analysis
33 shall be conducted in a manner to assure a high degree of accuracy and
34 reliability and using laboratory facilities which are certified by the United
35 States Department of Health and Human Services, and the Florida Agency
36 for Health Care Administration.

37
38 The following are conditions under which testing may be conducted:

39
40
41 **(1) Pre-Employment Testing**

42
43 As a condition of employment, all applicants for employment with
44 the district who are required to possess a commercial Driver's
45 License will submit to a drug test prior to employment in
46 accordance with applicable state and federal law. Any applicant
47 who previously failed a drug or alcohol test by a covered employer

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

5
6 (2) Reasonable Suspicion Testing

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

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

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

25
26 (3) Post-Accident Testing

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

43
44 (4) Random Testing *Amended 07/01/02*

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46 All covered employees shall be subject to random, unannounced
47 drug and alcohol testing while on duty. The annual random rate for

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alcohol testing shall be greater than or equal to 10% of the covered employees. The annual random rate for controlled substance testing shall be greater than or equal to 50% of the covered employees.

(5) Return to Duty and Follow-up Testing

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

D. Positive Results

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

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

1
2 1.18.6 All employees are asked to acknowledge that they have read the above policy and
3 agree to abide by it in all respects. By law, this acknowledgment and agreement
4 are required of each employee as a condition of continued employment.
5

6 1.19 TOBACCO-FREE WORKPLACE *

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

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

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13
14 1.19.3 Effective July 1, 2002, all School Board worksites, including buildings and
15 grounds shall be tobacco free. *Adopted 6/19/01*
16

17 1.20 PUBLIC RECORDS *Adopted 7/23/91*

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19 Public Records means all documents, papers, letters, maps, books, tapes,
20 photographs, films, sound recordings or other material, regardless of physical
21 form or characteristics, made or received pursuant to law or ordinance or in
22 connection with the transaction of official business of any agency.
23

24 1.20.1 Inspection Procedures

25
26 A. Every person who has custody of a public record shall permit the record to
27 be inspected and examined by any person desiring to do so, at any
28 reasonable time, under reasonable conditions, and under supervision by the
29 custodian of the public record or his designee.
30

31 B. All public records which are presently provided by law to be confidential
32 or prohibited from being inspected by the public are exempt from
33 inspection or duplication.
34

35 1.20.2 Duplication Fees

36
37 A. When a copy of a public record is requested, the custodian of the record,
38 or his designee, is authorized to furnish a copy of the record.
39 Reproduction of public records is to be done on the School Board
40 premises.
41

42 B. The custodian shall furnish a copy of the public record upon payment of
43 fifteen cents (15¢) per one-sided copy or twenty cents (20¢) for each two-
44 sided duplicated copy of not more than 14" by 8 1/2". For all other copies,
45 the charge shall be the actual cost of duplication, but not less than the
46 above charges. *Amended 7/21/98*
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- C. A fee of one dollar (\$1.00) shall be charged for certification of a public record, using the District Seal.
- D. If the nature or volume of the public records requested to be inspected, examined or copied requires extensive use of information technology resources and/or extensive clerical or supervisory assistance by District personnel, the District may charge, in addition to the above, a special service charge which shall be reasonable and shall be based upon the cost incurred by the District.
- E. If requested, the custodian will mail public records by a method of the custodian's choice. The records will not be mailed until the custodian receives the actual cost of the mailing and duplication charges from the person requesting the duplicated records. However, the requester may pick up the public records at any time in lieu of paying for mailing costs. Transcripts as described in section 6.4K(2) of these Rules shall be mailed at no charge. *Adopted 7/21/98*

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

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

- A. Employees who are HIV positive or have AIDS will remain in their jobs as long as they are able to perform the essential functions of the job with reasonable accommodation.
- B. The School Board may not require an employee or applicant to take an HIV-related test as a condition of hiring, promotion or continued employment unless the absence of the HIV infection is a bona fide occupational qualification for the job in question. Nor may the School Board segregate or classify an employee in such a way so as to deprive the employee of employment opportunities or affect his or her status as an employee, or otherwise discriminate against any employee with respect to compensation, terms, conditions, or privileges of employment, on the basis of the results of an HIV-related test, unless the absence of HIV infection or AIDS is a bona fide occupational qualification for the job in question.
- C. The School Board may not require an HIV-related test unless it is necessary to ascertain whether the employee is able to currently perform essential duties of the job in a reasonable manner or whether an employee will present a significant risk of transmitting HIV infection or AIDS to other persons in the course of normal work activities. The safety of students and other employees shall be of paramount concern to the School Board with respect to these issues. However, the test will not be

1 administered unless there are no reasonable accommodations short of
2 requiring the test.

- 3
4 D. The School Board may take job action against an employee, as permitted
5 by law, where an employee is unable to perform the essential requirements
6 of his or her job, with reasonable accommodations, or for refusal to take
7 an examination or test directed by the School Board.

8
9 1.22 ZERO TOLERANCE FOR WORKPLACE VIOLENCE *Adopted 6/17/97*

- 10
11 A. Employees shall not engage in speech, conduct, behavior, verbal or
12 nonverbal, or commit any act of any type which is reasonably interpreted
13 as abusive, profane, intolerant, menacing, intimidating, threatening, or
14 harassing against any person in the workplace.

15
16 "Person" means any natural person, including an employee, student,
17 parent, or guardian.

- 18
19 B. "Workplace" means any place where job performance is implicated,
20 including but not limited to, any facility owned and operated by the School
21 Board, during travel to and from any educational facility, attendance at any
22 school related or school sponsored function, and any environment where
23 the reputation and credibility of the School District may be impaired by
24 inappropriate conduct.

- 25
26 C. Each employee must report to his or her immediate supervisor any
27 violation of this policy. If, for any reason, an employee believes that he or
28 she cannot report a violation of this rule to the immediate supervisor, the
29 complaint must be filed with the Superintendent.

- 30
31 D. Violation of this policy by an employee will subject that employee to
32 disciplinary action up to and including termination from employment.

- 33
34 E. The Superintendent shall establish procedures for the implementation of
35 this policy.

36
37 Auth. 231.001 & 230.23(5), FS

38
39 1.23 AFFIRMATIVE ACTION *Adopted 6/28/94*

40
41 Affirmative Action is a concept which requires an employer to do more than
42 refrain from discriminatory practices and policies, and to go beyond the
43 maintenance of policies of passive non-discrimination, by taking positive results-
44 oriented steps toward the elimination of discriminatory barriers.

45
46 There is hereby created an Affirmative Action Committee which shall consist of
47 fifteen (15) members. The members of the Committee shall be recommended by

1 the Superintendent and appointed by the School Board and shall serve three (3)
2 years. The following shall apply to the operation of the Affirmative Action
3 Committee:

4
5 A. The Affirmative Action Committee is distinguished from the
6 Equity Committee of the School Board, which investigates
7 individual complaints, in that the Affirmative Action Committee is
8 not necessarily comprised solely of employees of the District. The
9 Affirmative Action Committee shall not have access to materials or
10 items which are confidential by law.

11
12 B Responsibilities of the Affirmative Action Committee shall include
13 but not be limited to the following:

14
15 (1) Monitoring all educational programs and employment
16 opportunities to ensure that they are available to all
17 individuals with the district who are eligible under the State
18 of Florida and the School Board of Osceola County,
19 Florida.

20
21 (2) Monitoring the hiring of protected classes of employees.

22
23 (3) Reviewing promotional opportunities for protected class
24 employees.

25
26 (4) Reviewing the percentage of disciplinary actions against
27 protected classes of students and employees.

28
29 (5) Monitoring the participation of protected classes of students
30 and parents in school activities and providing motivational
31 programs to promote increased participation if needed.

32
33 (6) Monitoring the dropout rate among protected classes of
34 students.

35
36 (7) Monitoring academic skills among protected classes of
37 students.

38
39 (8) Reviewing curriculum content to ensure motivation and
40 self-esteem development for protected classes of students.

41
42 (9) Monitoring the providing of programs designed to create
43 awareness of college/vocational opportunities.

44
45 (10) Monitoring retention of teachers among protected classes.

46
47 (11) Monitoring redistricting activities and out-of-zone

1 transfers.

2
3 C. The Affirmative Action Committee shall report to the School
4 Board at least once per school year. This presentation to the
5 School Board shall include, but not be limited to a discussion of
6 current School Board efforts in minority hiring, trends detected by
7 the Affirmative Action Committee, problems and potential
8 problems identified by the Committee.
9

10 D. The Superintendent shall name a representative as an ex-officio
11 member of the Affirmative Action Committee, and shall make the
12 facilities of the School Board available for the business of the
13 Committee, including meeting locations, use of equipment for
14 preparation of reports, communications of official business of the
15 Committee and for other similar purposes, and shall provide
16 reasonable secretarial and clerical services.
17

18 The Affirmative Action Committee may provide input to the
19 School Board in developing a program or programs for the
20 advertisement of job opportunities in various minority
21 communities, and may otherwise assist the School Board in
22 recruiting qualified minorities for employment within the District.
23

24 The Affirmative Action Committee may review job descriptions
25 and other testing requirements for employment in the District and
26 present the results of the review to the School Board. They may
27 also present any perceived EEO barriers to employment or
28 advancement.
29

30 The Affirmative Action Committee is purely an advisory body and
31 does not have the authority to commit or obligate the School Board
32 or District in any manner. The Committee serves at the discretion
33 of the School Board and may be modified or dissolved by future
34 School Board action in accordance with law.
35

36 E. Implementation *Revised 4/14/92*
37

38 The Superintendent shall implement the affirmative action policy of this
39 School Board by all appropriate means, including the following:
40

41 (1) Ascertain that all unnecessary references to sex, race, religion,
42 disability or national origin have been removed from any and all
43 applications for employment or for enrollment in programs.
44

45 (2) The term "Equal Opportunity Agency" shall be printed on all
46 stationery and applications for employment.
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- (3) Maintain a continuous review of all curriculums and curriculum materials to avoid materials biased as to sex, race, national origin, religion, and/or disability.
- (4) Disseminate information to all employees that a credit union is available to help meet their financial needs.
- (5) Maintain an exit interview program to ascertain reasons for and solutions to any existing turnover problems among minority and female employees.
- (6) Provide ample opportunities for employees to discuss individual problems informally outside normal administrative channels to obtain needed advice and counseling with complete confidentiality.
- (7) Promulgate an administrative memorandum providing a method for the filing of formal written complaints alleging discrimination and assuring that such complaints will be fully investigated, receive an impartial review, and take appropriate action on the same if warranted.
- (8) Continue to maintain an active recruitment program in colleges throughout Florida and the southeastern United States having predominantly black graduates.
- (9) Report at least annually to the School Board as to the implementation of this Plan and to recommend to the School Board any change in this policy or additions thereto from time to time as he may deem advisable or appropriate.

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

Keep & modify Title

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

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

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

1
2 In the interest of presenting teachers and other employees as positive role models,
3 the School Board encourages positive communication and discourages disruptive,
4 volatile, hostile, or aggressive communications or actions.
5

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

7
8 Any individual who:

- 9
10 (1) Disrupts or threatens to disrupt school or school district
11 operations;
12
13 (2) Threatens to or attempts to do or does physical harm to
14 school board personnel, students, or other persons lawfully
15 on a school campus or school board premises;
16
17 (3) Threatens the health or safety of students, school board
18 personnel, or other persons lawfully on a school campus or
19 school board premises;
20
21 (4) Intentionally causes damage to school, school board
22 property, or property of others lawfully on a school campus
23 or school board premises;
24
25 (5) Uses loud or offensive language; or
26
27 (6) Without authorization comes on a school campus or other
28 school board premises may be directed to leave the school
29 campus or school board premises by a school's principal or
30 assistant principal, or in their absence a person who is
31 lawfully in charge of the school, or any district level
32 administrator including the Superintendent of schools.
33

34 If the person refuses to leave the premises as directed, the administrator or
35 other authorized personnel shall seek the assistance of law enforcement
36 and request that law enforcement take such action as is deemed necessary.
37

38 If the offender threatens personal harm, the employee may contact law
39 enforcement.
40

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

42
43 If any member of the public uses obscenities or speaks in a demanding,
44 loud, insulting, and/or demeaning manner, the employee to whom the
45 remarks are directed shall warn the speaker to communicate civilly. If the
46 verbal abuse continues, the employee to whom the remarks are directed
47 may, after giving appropriate notice to the speaker, terminate the meeting,

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conference, or telephone conversation. If the meeting or conference is on a school campus or school board premises, any employee may request that an administrator or other authorized personnel direct the speaker to promptly leave the premises.

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

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

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

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

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

D. School Board Rule 1.25.A-C. shall also apply to district employees, parents/guardians, and chaperones on school or District sponsored field trips. *Amended 07/01/02*

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Chapter 2

District Financial Administration

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1 **2.0 DISTRICT FINANCIAL ADMINISTRATION**

2
3 **2.1 GOALS**

4
5 The Board shall:

- 6
7 A. Provide professionally trained personnel to assist the Superintendent and
8 School Board in administering the fiscal aspects of the District and local
9 school program.
10
11 B. Utilize a uniform system of financial accounting as prescribed by the
12 Florida Statutes, State Board Regulations, the Auditor General's office and
13 the School 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
17 schedules 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
33 on 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
36 mutually compatible programs for the refinement of cost data and the
37 improvement of the accounting and reporting system.
38
39 C. The School Board shall report on a District-aggregate basis expenditures
40 for inservice training pursuant to subsection (3) of Section 236.081,
41 Florida Statutes, and for categorical programs as provided in subsection
42 (5) of Section 236.081.
43
44 D. The School Board shall report on a school-by-school and on a District-
45 aggregate basis expenditures for each program set forth in subsection (l)(c)
46 of Section 236.081, Florida Statutes.
47

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

8 Auth: 320.22, F.S.

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

11 2.2.2 District School Budgets
12

13 A. Annual Budget
14

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

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

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

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

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

35 C. Financial Statements
36

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

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

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

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

5 Auth: SREF Chapter 2.1(3).
6

7 E. Execution of Budget
8

9 It shall be the duty of the Superintendent and the School Board to take
10 whatever action is necessary during the fiscal year to keep expenditures
11 and obligations within the budgeted income in accordance with State
12 Board Regulation 6A-1.007.
13

14 F. Purchasing Policies
15

16 The Superintendent is directed to centralize the purchasing activities of the
17 District within the guidelines and requirements of State Board Rule 6A-
18 1.012. All purchases shall be made through the Purchasing Department of
19 the Board except to the extent expressly noted hereinafter.
20

21 The Superintendent shall publish a Purchasing Manual defining guidelines
22 and procedures for conducting the function of purchasing in accordance
23 with the policy stated herein and consistent with State Board Rule 6A-
24 1.012.
25

26 (1) Purchase Orders and Contracts Revised 6/28/94
27

28 (a) School Board Approval Required
29

30 All purchases except petty cash purchases and those
31 otherwise authorized herein will be based on purchase
32 orders issued by the Purchasing Department of the School
33 District. All purchase orders and contracts equal to or
34 exceeding the amount requiring bids according to State
35 Board Rule 6A-1.012(6), must be approved in advance by
36 the School Board.
37

38 (b) Purchasing Department to Issue Purchase Orders for
39 Purchases Between \$1,000.00 and the Dollar Amount at
40 Which School Board Approval is Required. Other
41 Designees Authorized to Issue Purchase Orders Less Than
42 \$1,000.00 Amended 7/21/98
43

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

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

15 Principals and District Level Administrators are authorized
16 to enter into contracts to be paid from or into internal funds,
17 and contracts which do not involve the expenditure of
18 funds, so long as those contracts comply with this rule. The
19 Principal or District Level Administrator is authorized to
20 enter into contracts, which involve the expenditure of funds
21 which are not internal funds so long as those contracts do
22 not exceed \$1000.00 in monetary impact. If the monetary
23 impact is greater than \$1000.00 and less than or equal to
24 the amount requiring bids according to State Board Rule
25 6A-1.012(6), then the Superintendent is authorized to
26 approve the contract and that contract will be reported to
27 the School Board. If the monetary impact is greater than
28 the amount requiring bids according to State Board Rule
29 6A-1.012(6), then it must be approved in advance by the
30 School Board.
31

32 Contracts will be consistent with the best interests of the
33 School District and will provide adequate financial
34 protection for the District. The terms of the contracts will
35 not violate the code of ethics for public officers and
36 employees, Chapter 112, Florida Statutes. The School
37 Board may adopt standard provisions which will be
38 circulated to Principals and Administrators. If a contract is
39 not consistent with the standard contract provisions, it must
40 be approved by the School Board.
41

42 (c) State Price List
43

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

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(d) Purchasing Department is Responsible to Develop Product Specifications

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

(e) Scope of Transactions Covered by this Policy

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

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

(a) Sealed bids shall be requested for all authorized purchases equal to or exceeding the amount requiring bids according to State Board Rule 6A-1.012(6), or such lesser amount as may be established by the Superintendent, except those specifically exempted by State Board Rules, Department of Education guidelines or Florida Statutes. Bids shall be publicly opened and tabulated by the Purchasing Department at a preannounced time and place. The Purchasing Department shall work in consultation with other staff members, departments, schools, and the District's consultants where necessary to evaluate the

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

3
4 (b) The Board shall have the authority to reject any or all bids
5 and request new ones. In acceptance of bids, the Board
6 shall act in compliance with State Board Regulation 6A-
7 1.012.

8
9 (c) Whenever practical, items for which a District bid has been
10 awarded shall be purchased from the vendor to whom the
11 bid has been awarded.

12
13 (d) Food items for the District Food Service operation shall be
14 purchased following sealed bid procedures with the
15 exception that they be awarded by the Superintendent and
16 the results presented to the Board for information in the
17 consent agenda.

18
19 (e) Written, including facsimile, quotes shall be requested from
20 at least three (3) sources for all authorized purchases
21 exceeding one thousand dollars (\$1,000) except for items
22 specifically exempted by State Board Regulations.
23 *Amended 6/17/97*

24
25 (f) Vendors, contractors, consultants, or their representatives shall
26 not meet with, speak individually with, or otherwise
27 communicate with School Board members, the Superintendent,
28 or School District staff, other than the designated purchasing
29 agent, about potential contracts with the School Board once an
30 invitation to bid, request for quote, or request for proposal has
31 been issued.

32
33 Any such communication with individual School Board
34 members, the Superintendent, or School District staff shall
35 disqualify the vendor, contractor, or consultant from
36 responding to the subject invitation to bid, request for quote, or
37 request for proposal. *Adopted 08/20/02*

38
39 Auth. 237.02(1)(a). FS

40
41 (3) Resolution of Bid Protests *Revised 6/28/94*

42
43 The School Board hereby adopts the procedure specified in Florida
44 Statutes, Section 120.57(3) for the resolution of bid protests
45 subject to the following:
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(a) The bid tabulation shall be posted at the location where the bids were opened within a reasonable period of time after the opening of the bids.

(b) The Director of Purchasing or designee shall notify all bidders that:

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

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

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

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

(d) Upon receipt of the formal written protest which has been timely filed, the School Board shall stop the bid solicitation

1 process or the contract award process until the subject of
2 the protest is resolved by final agency action, unless the
3 School Board, by duly enacted resolution sets forth in
4 writing the particular facts and circumstances which require
5 the continuance of the bid solicitation process or the
6 contract award process without delay in order to avoid an
7 immediate and serious danger to the public health, safety or
8 welfare.

9
10 The School Board finds that a substantial interest in the
11 public welfare is the timely award of contracts when
12 required as a condition of receiving grants or funds from
13 outside sources which will be in addition to the regular
14 school budget.

- 15
16 (e) The School Board shall conduct an informal administrative
17 hearing, under Section 120.57(2), Florida Statutes, acting as
18 the agency head, where there are no disputed issues of
19 material fact. The informal hearing shall be held within
20 seven days, excluding Saturdays, Sundays and legal
21 holidays of receipt of the formal written protest, unless the
22 parties, with the consent of the School Board, agree to
23 extend the time for the hearing. The School Board shall
24 have the right to schedule the hearing subject to these
25 provisions.

26
27 The School Board, under Section 120.57(1)(a), Florida
28 Statutes, declares that it shall act as the agency head for
29 purposes of a formal hearing of the bid protest where there
30 are disputed issues of material fact. The hearing shall be
31 conducted where there are disputed issues of material fact
32 within 15 days of the formal written protest. The School
33 Board shall have the right to schedule such hearing within
34 the 15-day period. The Board finds it is essential to its
35 orderly function that it act as the quasi-judicial body to
36 consider bid protests. *Amended 6/17/97*

37
38 Auth. 120.57(3)(a), F.S.

39
40 (4) Proposals

41
42 Bids may not be required for the purchase of professional,
43 contractual, or insurance services except where required by Florida
44 Statutes; however, proposals in writing shall be requested for all
45 such services. Proposals shall also be requested for contract
46 services to students, including those for school pictures, graduation
47 supplies and such items as class rings.

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(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 and the purchase of playground equipment must be authorized by the Risk and Benefits Management Department to ensure that proper safety standards are met. *Amended 6/19/01*

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

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

1 Improper use of such cards, failure to provide documentation of
2 purchases, or other violations of such procedures shall be grounds
3 for disciplinary action up to and including termination.
4

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

6
7 The Capital Outlay Fund shall be administered in accordance with State
8 Requirements for Educational Facilities and any other regulations
9 governing capital outlay funds and expenditures.
10

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

12
13 If at any time there is reason to believe that conditions in the
14 District have changed so that the conditions of the most recent
15 survey have become obsolete and invalid, the School Board may
16 arrange for a new survey and prepare a new priority list in
17 accordance with the provisions of State Requirements for
18 Educational Facilities.
19

20 Auth: SREF, Chapter 3.1.
21

22 (2) Cooperative Use of Facilities

23
24 The School Board may participate with one or more adjacent
25 school districts in a cooperative project to establish a common
26 school facility to accommodate pupils residing in the respective
27 districts. In this event the cooperating district shall:
28

- 29 a. Adopt and submit to the Commissioner of Education a joint
30 resolution indicating their commitment to the utilization of
31 the requested facility.
32
33 b. Request the Commissioner to have a school facility needs
34 survey conducted to determine the school facility necessary
35 for the proposed use; and
36
37 c. Designate the school district in which the facility is to be
38 located and which is to assume responsibility for the
39 operation, maintenance, and control of the facility.
40

41 All facilities established pursuant to this section shall
42 maximize the use of modular and relocatable units.
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44 235.42(9), 235.22, 235.195, F.S.
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(3) Contract Administration *Adopted 7/2/96*

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

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

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

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

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

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

The Superintendent and each principal and support service administrator (food services, maintenance, transportation and media center) are authorized to maintain a petty cash fund not to exceed four hundred dollars (\$400) each for the purpose of making small expenditures for the operation of his office. Petty cash funds shall be kept separate from all other funds. The maximum one time disbursement from petty cash shall be fifty dollars (\$50). *Amended 6/27/00*

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

1 of the fiscal year.

2
3 The District Purchasing Manual shall include procedures for the operation
4 of petty cash accounts.

5
6 I. Fidelity Bonds

7
8 Each and every official or other person responsible for handling or
9 expending school funds or property shall be adequately bonded at all times
10 in the amount specified in and in accordance with State Board Regulation
11 6A-1.692.

12
13 J. Workers' Compensation

14
15 All employees of the School Board of Osceola County, Florida are entitled
16 by law to the benefits of Workers' Compensation, as provided in Chapter
17 440, Florida Statutes. *Amended 7/23/91*

18
19 In the event of accidental injury, a Notice of Injury, prepared in accordance
20 with directions from the Risk Management Department, on forms
21 provided by that department, shall be filed the first (1st) working day
22 following the accident by the principal or department head.

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

36
37 An employee who has been assigned a permanent impairment rating shall
38 receive consideration for open positions within the School District,
39 provided the employee is qualified for the position. If there are no
40 positions available for which the employee is qualified, the employee will
41 be terminated and be eligible for wage loss as required by the workers'
42 compensation statutes.

43
44 Auth: 230.22, F.S.

1 Imple: 237.01, 237.02, 237.041, 237.071, 237.081, F.S.: SBE
2 Regulations 6A-1.02, 6A-1.03, 6A-1.06, and 6A1.08; 230.22(5),
3 F.S.; 236.084 and 236.035,F.S., and SBE Regulation 6A-1.09;
4 236.02, F.S.; 237.101, F.S. and SBE Regulation 6A-1.07; SBE
5 Regulation 6A-1.12, and 230.23(10)(j), F.S.; SBE Regulation
6 6A-7.42(2)(g)2, and 228.195,F.S.; SBE Regulation 6A-1.13;
7 SBE Regulations 6A-1.15, 6A-1.29 and 6A1.30, 229.053 and
8 229.512,F.S.; 236.612,F.S., and SBE Regulations 6A1.301 and
9 6A-1.34; SBE Regulation 6A1.57; SBE Regulation 6A-1.692,
10 and 237.191,F.S.; 237.34,F.S. and SBE Regulation 6A1.87 and
11 6A1.85; 233.46(1), 215.19 and Chapters 230, 235, 274, and 440,
12 F.S.
13

14 K. Reporting Claims or Potential Claims Against the School Board
15 Adopted 6/17/97
16

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

28 “Claim” and “potential claim” do not include claims which the employee
29 has brought or plans to bring against the District himself or herself.
30

31 All administrators shall notify Risk and Benefits Management in writing
32 of all claims or potential claims against the School Board. The written
33 notice shall be provided the first working day after the administrator
34 becomes aware of the claim or potential claim. The written notice shall
35 also include copies of all documents in the administrator’s possession
36 which explain the claim, and the administrator’s summary of the events
37 and circumstances surrounding the claim. If the claim was made verbally
38 to the administrator, a summary of the conversation should be reduced to
39 writing, signed by the individual reporting the claim or potential claim,
40 and forwarded to Risk and Benefits Management with the notice of the
41 claim.
42

43 The Superintendent shall establish procedures for the implementation of
44 this policy.
45

46 Auth. 230.22 & 230.23(10)(1), FS
47

1
2
3 2.2.3 Investments *Substitute rule adopted 11/21/00*

4
5 A. PURPOSE

6
7 The purpose of this policy is to set forth the investment objectives and
8 parameters for the management of public funds of the School Board of
9 Osceola County, Florida (hereinafter "Board"). These policies are
10 designed to ensure the prudent management of public funds, the
11 availability of operating and capital funds when needed, and an investment
12 return competitive with comparable funds and financial market indices.

13
14 B. SCOPE

15
16 In accordance with Section 218.415, Florida Statutes, this investment
17 policy applies to all cash and investments held or controlled by the Board
18 with the exception of Pension Funds and funds related to the issuance of
19 debt where there are other existing policies or indentures in effect for such
20 funds. Funds held by state agencies (e.g., Department of Education) are
21 not subject to the provisions of this policy.

22
23 C. INVESTMENT OBJECTIVES

24
25 (1) Safety of Principal

26
27 The foremost objective of this investment program is the safety of
28 the principal of those funds within the portfolios. Investment
29 transactions shall seek to keep capital losses at a minimum,
30 whether they are from securities defaults or erosion of market
31 value. To attain this objective, diversification is required in order
32 that potential losses on individual securities do not exceed the
33 income generated from the remainder of the portfolio.

34
35 (2) Maintenance of Liquidity

36
37 The portfolios shall be managed in such a manner that funds are
38 available to meet reasonably anticipated cash flow requirements in
39 an orderly manner. Periodical cash flow analyses will be
40 completed in order to ensure that the portfolios are positioned to
41 provide sufficient liquidity.

42
43 (3) Return on Investment

44
45 Investment portfolios shall be designed with the objective of
46 attaining a market rate of return throughout budgetary and
47 economic cycles, taking into account the investment risk

1 constraints and liquidity needs. Return on investment is of least
2 importance compared to the safety and liquidity objectives
3 described above. The core of investments is limited to relatively
4 low risk securities in anticipation of earning a fair return relative to
5 the risk being assumed.

6
7 **D. DELEGATION OF AUTHORITY**

8
9 The responsibility for providing oversight and direction in regard to the
10 management of the investment program resides with the Board's Assistant
11 Superintendent for Business and Fiscal Services (hereinafter the "Assistant
12 Superintendent"). The daily management responsibility for all Board
13 funds in the investment program and investment transactions is delegated
14 to the Coordinator of Accounting and Audit. The Assistant Superintendent
15 shall establish written procedures for the operation of the investment
16 portfolio and a system of internal accounting and administrative controls
17 to regulate the activities of employees. The Board may employ an
18 Investment Manager to assist in managing some of the Board's portfolios.
19 Such Investment Manager must be registered under the Investment
20 Advisors Act of 1940.

21
22 **E. STANDARDS OF PRUDENCE**

23
24 The standard of prudence to be used by investment officials shall be the
25 "Prudent Person" standard and shall be applied in the context of managing
26 the overall investment program. Investment officers acting in accordance
27 with written procedures and this investment policy and exercising due
28 diligence shall be relieved of personal responsibility for an individual
29 security's credit risk or market price changes, provided deviations from
30 expectation are reported to the Assistant Superintendent in a timely
31 fashion and the liquidity and the sale of securities are carried out in
32 accordance with the terms of this policy. The "Prudent Person" rule states
33 the following:

34
35 Investments shall be made with judgment and care, under
36 circumstances then prevailing, which persons of prudence,
37 discretion and intelligence exercise in the management of
38 their own affairs, not for speculation, but for investment,
39 considering the probable safety of their capital as well as
40 the probable income to be derived from the investment.

41
42 While the standard of prudence to be used by investment officials who are
43 officers or employees is the "Prudent Person" standard, any person or firm
44 hired or retained to invest, monitor, or advise concerning these assets shall
45 be held to the higher standard of "Prudent Expert". The standard shall be
46 that in investing and reinvesting moneys and in acquiring, retaining,
47 managing, and disposing of investments of these funds, the contractor

1 shall exercise: the judgment, care, skill, prudence, and diligence under the
2 circumstances then prevailing, which persons of prudence, discretion, and
3 intelligence, acting in a like capacity and familiar with such matters would
4 use in the conduct of an enterprise of like character and with like aims by
5 diversifying the investments of the funds, so as to minimize the risk,
6 considering the probable income as well as the probable safety of their
7 capital.

8
9 **F. ETHICS AND CONFLICTS OF INTEREST**

10
11 Employees involved in the investment process shall refrain from personal
12 business activity that could conflict with proper execution of the
13 investment program, or which could impair their ability to make impartial
14 investment decisions. Also, employees involved in the investment process
15 shall disclose to the Superintendent any material financial interests in
16 financial institutions that conduct business with the Board, and they shall
17 further disclose any material personal financial/investment positions that
18 could be related to the performance of the Board's investment program.

19
20 **G. INTERNAL CONTROLS AND INVESTMENT PROCEDURES**

21
22 The Assistant Superintendent shall establish a system of internal controls
23 and operational procedures that are in writing and made a part of the
24 Board's operational procedures. The internal controls should be designed
25 to prevent losses of funds, which might arise from fraud, employee error,
26 and misrepresentation, by third parties, or imprudent actions by
27 employees. The written procedures should include reference to
28 safekeeping, repurchase agreements, separation of transaction authority
29 from accounting and recordkeeping, wire transfer agreements, banking
30 service contracts and collateral/depository agreements. No person may
31 engage in an investment transaction except as authorized under the terms
32 of this policy.

33
34 Independent Audit as a normal part of the annual financial audit to the
35 Board shall conduct a review of the system of internal controls to ensure
36 compliance with policies and procedures.

37
38 **H. CONTINUING EDUCATION**

39
40 The Assistant Superintendent, the Coordinator of Accounting and Audit,
41 and other appropriate staff shall annually complete 8 hours of continuing
42 education in subjects or courses of study related to investment practices
43 and products.

1 I. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

2
3 Authorized Board staff and Investment Advisors shall only purchase
4 securities from financial institutions, which are qualified as public
5 depositories by the Treasurer of the State of Florida, institutions
6 designated as “Primary Securities Dealers” by the Federal Reserve Bank of
7 New York or from direct issuers of commercial paper and bankers’
8 acceptances.

9
10 Authorized Board staff and Investment Advisors shall only enter into
11 repurchase agreements with financial institutions that are state qualified
12 public depositories and primary securities dealers as designated by the
13 Federal Reserve Bank of New York.

14
15 J. MATURITY AND LIQUIDITY REQUIREMENTS

16
17 To the extent possible, an attempt will be made to match investment
18 maturities with known cash needs and anticipated cash flow requirements.
19 Investments of current operating funds shall have maturities of no longer
20 than twenty-four (24) months.

21
22 Investments of debt service reserves, construction funds, and other non-
23 operating funds (“core funds”) shall have a term appropriate to the need
24 for funds and in accordance with debt covenants, shall not exceed five (5)
25 years. Longer term maturities require Board approval prior to the purchase
26 of the investments.

27
28 The maturities of the underlying securities of a repurchase agreement will
29 follow the requirements of the Master Repurchase Agreement.

30
31 K. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

32
33 (1) After the Coordinator of Accounting and Audit or the Investment
34 Advisor has determined the approximate maturity date based on
35 cash flow needs and market conditions and has analyzed and
36 selected one or more optimal types of investments, a minimum of
37 three (3) qualified banks and/or approved broker/dealers must be
38 contacted and asked to provide bids/offers on securities in
39 questions. Bids will be held in confidence until the bid deemed to
40 best meet the investment objectives is determined and selected.
41 Internal Funds may purchase certificates of deposit from depository
42 banks on a non- competitive basis.

43
44 However, if obtaining bids/offers are not feasible and appropriate,
45 securities may be purchased utilizing the comparison to current
46 market price method on an exception basis. Acceptable current
47 market price providers include, but are not limited to:

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- a. Telerate Information System
- b. Bloomberg Information Systems
- c. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing
- d. Daily market pricing provided by the Board's custodian or their correspondent institutions

(2) The Coordinator of Accounting and Audit or the Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Coordinator of Accounting and Audit or the Investment Advisor, competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

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

(3) Overnight sweep instruments including repurchase agreements and money markets will not be bid, but may be placed with the Board's depository bank relating to the demand account for which the investment was purchased.

L. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs, such cash flows are subject to revisions as market conditions, and the Board's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Coordinator of Accounting and Audit may sell the investment at the then-

1 prevailing market price and place the proceeds into the proper account at
2 the Board's custodian.

3
4 The following are the investment requirements and allocation limits on
5 security types, issuers, and maturities as established by the Board. The
6 Assistant Superintendent or the Coordinator of Accounting and Audit shall
7 have the option to further restrict investment percentages from time to
8 time based on market conditions, risk, and diversification investment
9 strategies. The percentage allocations requirements for investment types
10 and issuers are calculated based on the original cost of each investment.
11 Investments not listed in this policy are prohibited. Internal Funds are
12 exempt from the maturity and asset allocation requirements.

13
14 (1) The Florida Local Government Surplus Funds Trust Fund ("SBA")

15
16 a. Investment Authorization

17
18 The Coordinator of Accounting and Audit may invest in the
19 SBA.

20
21 b. Portfolio Composition

22
23 A maximum of 100% of available funds may be invested in
24 the SBA.

25
26 (2) United States Government Securities

27
28 a. Purchase Authorization

29
30 The Coordinator of Accounting and Audit may invest in
31 negotiable direct obligations, or obligations the principal
32 and interest of which are unconditionally guaranteed by the
33 United States Government. Such securities will include,
34 but not be limited to the following:

35
36 Cash Management Bills
37 Treasury Securities – State and Local Government
38 Series ("SLGS")
39 Treasury Bills
40 Treasury Notes
41 Treasury Bonds
42 Treasury Strips

43
44 b. Portfolio Composition

45
46 A maximum of 100% of available funds may be invested in
47 the United States Government Securities.

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c. Maturity Limitations

The maximum length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of purchase.

(3) United States Government Agencies

a. Purchase Authorization

The Coordinator of Accounting and Audit may invest in bonds, debentures, notes or callables issued or guaranteed by the United States Governments agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:

- United States Export – Import Bank
 - Direct obligations or fully guaranteed certificates of beneficial ownership
- Farmer Home Administration
 - Certificates of beneficial ownership
- Federal Financing Bank
 - Discount notes, notes and bonds
- Federal Housing Administration Debentures
- General Services Administration
- United States Maritime Administration Guaranteed
 - Title XI Financing
- New Communities Debentures
 - United States Government guaranteed debentures
- United States Public Housing Notes and Bonds
 - United States Government guaranteed public housing notes and bonds
- United States Department of Housing and Urban Development
 - Project notes and local authority bonds

b. Portfolio Composition

A maximum of 50% of available funds may be invested in United States Government agencies.

c. Limits on Individual Issuers

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A maximum of 25% of available funds may be invested in individual United States Government agencies.

d. Maturity Limitations

The maximum length to maturity for an investment in any United States Government agency security is five (5) years from the date of purchase.

(4) Federal Instrumentalities (United States Government sponsored agencies)

a. Purchase Authorization

The Coordinator of Accounting and Audit may invest in bonds, debentures, notes or callables issued or guaranteed by United States Government sponsored agencies (Federal Instrumentalities) which are non-full faith and credit agencies limited to the following:

- Federal Farm Credit Bank (FFCB)
- Federal Home Loan Bank or its Board banks (FHLB)
- Federal National Mortgage Association (FNMA)
- Federal Home Loan Mortgage Corporation (Freddie-Macs) including Federal -Home Loan Mortgage Corporation participation certificates
- Student Loan Marketing Association (Sallie-Mae)

b. Portfolio Composition

A maximum of 80% of available funds may be invested in Federal Instrumentalities.

c. Limits on Individual Issuers

A maximum of 40% of available funds may be invested in any one issuer.

d. Maturity Limitations

The maximum length to maturity for an investment in any Federal Instrumentality security is five (5) years from the date of purchase.

(5) Interest Bearing Time Deposit or Saving Accounts

a. Purchase Authorization

1
2 The Coordinator of Accounting and Audit may invest in
3 non-negotiable interest bearing time certificates of deposit
4 or savings accounts in banks organized under the laws of
5 this state and/or in national banks organized under the laws
6 of the United States and doing business and situated in the
7 State of Florida, provided that any such deposits are
8 secured by the Florida Security for Public Deposits Act,
9 Chapter 280, Florida Statutes.

10
11 b. Portfolio Composition

12 A maximum of 25% of available funds may be invested in
13 non-negotiable interest bearing time certificates of deposit.

14
15 c. Limits on Individual Issuers

16 A maximum of 15% of available funds may be deposited
17 with any one issuer.

18 d. The maximum maturity on any certificate shall be no
19 greater than one (1) year from the date of purchase.

20
21 (6) Repurchase Agreements

22
23 (a) Purchase Authorization

24
25 1. The Coordinator of Accounting and Audit may
26 invest in repurchase agreements composed of only
27 those investments based on the requirements set
28 forth by the Board's Master Repurchase Agreement.
29 All firms are required to sign the Master Repurchase
30 Agreement prior to the execution of a repurchase
31 agreement transaction.

32
33 2. A third party custodian with whom the Board has a
34 current custodial agreement shall hold the collateral
35 for all repurchase agreements with a term longer
36 than one (1) business day. A clearly marked receipt
37 that shows evidence of ownership must be supplied
38 to the Coordinator of Accounting and Audit and
39 retained.

40
41 3. Securities authorized for collateral are negotiable
42 direct obligations of the United States Government,
43 Government Agencies, and Federal
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Instrumentalities with maturities under five (5) years and must have a market value for the principal and accrued interest of 102 percent of the value and for the term of the repurchase agreement. Excluded from this requirement are one (1) business day agreements and overnight sweep agreements, which will be in accordance with the terms of the Master Repurchase Agreement. Immaterial short-term deviations from 102 percent requirement are permissible only upon the approval of the Coordinator of Accounting and Audit

(b) Portfolio Composition

A maximum of 50% of available funds may be invested in repurchase agreements excluding one (1) business day agreements and overnight sweep agreements.

(c) Limits on Individual Issuers

A maximum of 25% of available funds may be invested with any one institution.

(d) Limits on Maturities

The maximum length to maturity of any repurchase agreement is 60 days from the date of purchase.

7. Commercial Paper

a. Purchase Authorization

The Coordinator of Accounting and Audit may invest in commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper). If the commercial paper is backed by a letter of credit ("LOC"), the long-term debt of the LOC provider must be rated "A" or better by at least two nationally recognized rating agencies.

b. Portfolio Composition

A maximum of 35% of available funds may be directly invested in prime commercial paper.

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c. Limits on Individual Issuers

A maximum of 10% of available funds may be invested with any one issuer.

d. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 180 days from the date of purchase.

(8) Bankers' Acceptances

a. Purchase Authorization

The Coordinator of Accounting and Audit may invest in Bankers' acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System, at the time or purchase, the short-term paper is rated, at a minimum, "P-1" by Moody's Investors Services and "A-1" Standard & Poor's.

b. Portfolio Composition

A maximum of 35% of available funds may be directly invested in Bankers' acceptances

c. Limits on Individual Issuers

A maximum of 10% of available funds may be invested with any one issuer.

d. Maturity Limitations

The maximum length to maturity for Bankers' acceptances shall be 180 days from the date of purchase.

(9) Registered Investment Companies (Money Market Funds)

a. Investment Authorization

The Coordinator of Accounting and Audit may invest in shares in open-end and no-load money market funds provided such funds are registered under the Federal Investment Company Act of 1940 and operated in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted

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maturity of 90 days or less. In addition, the share value of the money market funds must equal to \$1.00.

b. Portfolio Composition

A maximum of 50% of available funds may be invested in money market funds.

c. Limits of Individual Issuers

A maximum of 25% of available funds may be invested with any one money market fund.

d. Rating Requirements

The mutual funds shall be rated "AAm" or "AAm-G" or better by Standard & Poor's, or the equivalent by another rating agency.

e. Due Diligence Requirements

A thorough review of any investment mutual fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Coordinator of Accounting and Audit that will contain a list of questions that covers the major aspects of any money market.

M. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements is specifically prohibited by this investment policy. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values.

N. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio's performance, the Board will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the Board to measure its returns against other investors in the same markets.

- (1) The State Board of Administration's Local Government Surplus Funds Trust Fund ("SBA Pool") will be used as a benchmark as compared to the portfolios' net book value rate of return for current operating funds.

- 1 (2) Investment performance of funds designated as core funds and
2 other non-operating funds that have a longer-term investment
3 horizon will be compared to an index comprised of U.S. Treasury
4 or Government securities. The appropriate index will have a
5 duration and asset mix that approximates the portfolios and will be
6 utilized as a benchmark to be compared to the portfolio's total rate
7 of return.
8
9 (3) Investment advisors will report performance on both book value
10 and total rate of return basis and compare results to the above-
11 stated benchmarks.

12
13 O. REPORTING

14
15 The Assistant Superintendent shall provide the Board with quarterly
16 investment reports. Schedules in the quarterly report should include the
17 following:

- 18
19 (1) A listing of individual securities held at the end of the reporting
20 period
21
22 (2) Percentage of available funds represented by each investment type
23
24 (3) Coupon, discount or earning rate
25
26 (4) Average life or duration and final maturity of all investments
27
28 (5) Par value, and market value

29
30 On an annual basis, the Assistant Superintendent shall prepare and submit
31 to the Board a written report on all invested funds. The annual report shall
32 provide all, but not limited to, the following: a complete list of all invested
33 funds, name or type of security in which the funds are invested, the
34 amount invested, the maturity date, earned income, the book value, the
35 market value and the yield on each investment.
36

37 The annual report will show performance on both a book value and total
38 rate of return basis and will compare the results to the above-stated
39 performance benchmarks. All investments shall be reported at fair value
40 per GASB standards. Investment reports shall be available to the public.
41

42 P. THIRD-PARTY CUSTODIAL AGREEMENTS

- 43
44 (1) Securities, with the exception of certificates of deposits, shall be
45 held with a third party custodian; and all securities purchased by,
46 and all collateral obtained by, the Board should be properly
47 designated as an asset of the Board. The securities must be held in

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an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider’s safekeeping department for the term of the deposit.

(2) The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Assistant Superintendent and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

(3) The custodian shall provide the Assistant Superintendent with safekeeping receipts that provide detail information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a “delivery vs. payment” basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

Q. INVESTMENT POLICY ADOPTION

The investment policy shall be adopted by Board resolution. The Assistant Superintendent and the Coordinator of Accounting and Audit shall review the policy annually and the Board shall approve any modification made thereto.

Imple: 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

1 necessary will demand the cooperation of all School Board employees.

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

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

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

18 19 2.3.2 Budget Review Committee

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

24
25 Auth: 230.22, F.S. Imple: 236.02 and 236.081, F.S.

26 27 2.3.3 School and Department Budgets

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

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

40
41 Auth: 230.22, F.S. Imple: 236.081 and 237.071, F.S.

42 43 2.4 SALARY SCHEDULE RULES

44 45 2.4.1 A. Salary Schedule

46
47 (1) The School Board shall, prior to the beginning of the new

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

(2) The School Board will not expend funds for salary in advance of services being rendered by the employee. *Adopted 6/17/97*

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

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

B. Salary Corrections

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

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

2.4.2 Payroll Periods

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

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

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.

1
2 Auth: 230.22 F.S. Imple: 231.40 (2)

3
4 B. Group Insurance

5
6 All personnel, upon normal retirement, shall be allowed to remain as
7 participants in any or all group insurance programs provided by the School
8 Board. Personnel choosing to remain as participants shall be required to
9 reimburse the School Board for the premium in advance of due date
10 according to the schedule of due dates provided by the Superintendent.
11 When permitted by Law, the School Board may pay so much of this
12 premium as may from time-to-time be paid for the benefits currently
13 employed personnel.

14
15 Auth: 230.22,F.S. Imple: 230.33(7), F.S.; SBE Regulations 6A-1.052

16
17 2.4.4 Deductions

18
19 No deductions shall be made from the salaries of employees of the School Board
20 unless such deductions are required by law or are approved in writing by the
21 employee to be affected. Termination of any deduction must be in writing to the
22 Payroll Department. Deductions for group hospital insurance shall be limited to
23 one (1) group insurance company.

24
25 Auth: 230.22, F.S.

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

27
28 2.4.5 Casual Labor

29
30 At certain times it may become necessary or desirable for the Superintendent or
31 principal of a school to request part-time unit work of school personnel, apart
32 from their regular duties. Such labor shall be paid for on an hourly pay scale
33 through the regular payroll account after appropriate deductions are made. A
34 monthly report shall be made to the District office of such unit work and
35 reimbursement to the employee made by County warrant after the District has
36 been reimbursed from the appropriate internal fund.

37
38 Auth: 230.22,F.S.

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

40
41 2.4.6 Twelve Month Personnel - Holidays - Vacation

42
43 Administrative personnel and other personnel who are recommended for twelve
44 (12) month employment by the Superintendent and approved by the School Board
45 shall observe only those holidays approved by the School Board. Such employees
46 may earn annual vacation, however, as specified in the appropriate chapter of the
47 rules manual relating to that particular employee.

1
2 Auth: 230.22, F.S. Imple: SBE Regulation 6A-1.082; 231.39, 236.02(3), F.S.
3

4 2.4.7 Request for Payroll Change
5

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

11 Auth: 230.22, F.S. Imple: SBE Regulation 6A-1.052(3) and 236.02(4), F.S.
12

13 2.4.8 Travel
14

15 A. Authorization for Travel
16

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

25 Travel on a Per Day Basis - No travel may be undertaken by an employee
26 unless approved in advance by the Superintendent of Schools or his
27 designated representative.
28

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

34 All other travel must be on a by-trip basis, approved by the Superintendent
35 of Schools or his designated representative in advance on an approved
36 form.
37

38 B. Reimbursement
39

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

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

47 Imple: 112.061, F.S.

1
2 2.5 GIFTS

3
4 2.5.1 Gifts to Employees Amended 6/30/92, Revised 6/17/97

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

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

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

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

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

44
45 An employee may accept a gift with a value that is less than \$100.00 from
46 any lobbyist or person, natural or corporate, doing business or soliciting
47 business with the School Board or any public school within the District, if

1 it is reported in writing to the Superintendent and reported to the
2 Commission on Ethics as required under Florida law. An employee need
3 not report a gift in value equal to or less than \$25.00. Gifts or bonuses
4 which are advertised as accompanying a purchase of goods, materials, or
5 equipment of any kind and ordered in the name of the school, District,
6 students or employees of the School Board may be accepted, providing
7 such gifts or bonuses become and remain the property of the school or the
8 District.

9
10 D. This section shall not act to prohibit the acceptance of gifts from those
11 persons who are not lobbyists or persons, natural or corporate, doing
12 business or soliciting business with the School Board or any public school
13 within the District.

14
15 E. The willful violation of this Rule by any employee shall be cause for
16 disciplinary action up to and including dismissal.

17
18 Auth: 231.001, F.S.

19
20 2.5.2 Gifts to Schools

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

37
38 The willful violation of this rule by an employee shall be cause for suspension or
39 dismissal.

40
41 Gifts in the form of chemicals for Science Labs or Art Classrooms and playground
42 equipment must be reported to the Risk Management Department to ensure that
43 proper safety standards are met. *Adopted 7/23/91*

44
45 Auth: 230.22, F.S.

46 Imple: 230.23(10), F.S.

47

1 2.5.3 Purchase of Awards and Gifts with Budgetary Funds *Amended 6/30/92*

2
3 The Superintendent may authorize the expenditure of budgetary funds to provide
4 non-monetary awards such as, but not limited to, plaques, certificates, medals and
5 ribbons of recognition for outstanding and meritorious service to district
6 employees, students, school volunteers, or advisors/committee members.
7 Expenditures for such awards shall not exceed one hundred dollars (\$100.00) per
8 award unless approved by the School Board in advance. *Amended 6/16/98*

9
10 Auth: 230.22(2), F.S.
11 Imple: 230.23(5)(g)
12

13 2.5.4 Monetary Awards *Adopted 6/30/92*

14
15 The School Board may authorize monetary awards to persons who propose
16 procedures or ideas which are adopted by the School Board and which result in
17 eliminating or reducing School Board expenditures or improve district or school
18 center operations. No award granted under the provisions of this rule shall exceed
19 \$1000 or ten (10%) percent of the first year's gross savings, whichever is less.
20

21 Auth: 230.22920, F.S.
22 Imple: 230.23(5)(g)
23

24 **2.6 PROMOTIONS AND PUBLIC RELATIONS FUNDING**

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

26
27 A. Schools are authorized to spend internal account funds generated by
28 auxiliary enterprise(s) and undesignated gifts on promotions and public
29 relations as defined in State Board Regulations. Such funds generated by
30 students can only be disbursed for activities involving students or their
31 parents.
32

33 School internal account funds may not be spent on the hospitality of
34 business guests.
35

36 B. The Superintendent is authorized to expend funds derived from auxiliary
37 enterprises and undesignated gifts for promotions, public relations and
38 hospitality of business guests provided that the purpose of the expenditure
39 is to directly benefit the District or be in the best interest of the District.
40 Expenditures for promotion and public relations include, but are not
41 limited to, those activities in the State Board Rules.
42

43 Disbursements for the hospitality of business guests cannot exceed the
44 limits found in State Board Rules.
45

46 Auth: 230.23 & 237:046, F.S.
47

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

3
4 Use of School Board owned or leased vehicles by employees for personal
5 purposes is not permitted. Use of any such vehicle, except school buses, for
6 commuting between an employee's residence and post of duty is specifically
7 prohibited. Exceptions to this rule must be approved by the Superintendent.

8
9 Auth: 230.22(2)F.S.

10
11 2.8 PAYMENT OF PROFESSIONAL MEMBERSHIP DUES

12
13 The Superintendent may authorize the expenditure of budgetary funds to provide
14 professional membership to non-profit educational and community organizations
15 on behalf of a school or the school district.

16
17 School Board budgetary funds shall not be used for the purpose of purchasing an
18 individual membership in a professional organization.

19
20 Auth: 230.22(2) F.S. Imple: 230.23(10)(j)

21
22 2.9 INTERNAL ACCOUNTS

23
24 2.9.1 Principles

25
26 A. School Organizations are those whose existence is derived from the school
27 program or from personal associations in the school setting. Members
28 normally consist of students. Adult leadership, in the form of teacher,
29 coach, or sponsor, and space and equipment are normally provided by the
30 School District. Bands, choruses, other music classes, and combined
31 groups involving more than one such organization from the same school or
32 from different schools are included. Football, basketball, and all athletic
33 teams fielded by the school are included. All student classes and clubs
34 with a Board employee as sponsor approved by the Principal to meet on
35 school grounds are included. Any group with funds on deposit in internal
36 accounts is included.

37
38 The receipts of all school organizations, regardless if derived on or off
39 school grounds, or during or outside the normal school day, will be
40 deposited in internal accounts. Parking fees, concession stand sales,
41 program sales, etc., that are derived from performances by school
42 organizations and athletic events will be deposited to the internal account
43 of that organization unless another school organization or school-related
44 organization conducts the sale and is authorized by the Principal to receive
45 the proceeds. Admission charges will be deposited to internal accounts.
46 Financial operations of all school organizations will be subject to state and
47 local rules governing internal accounts.

1
2 B. School-Related Organizations (or organizations operating in the name of
3 the school) are those holding themselves out to be associated with or
4 supporting a school or school organization but not meeting the definition
5 of school organization. Included are PTO's, Band Booster organizations,
6 and Athletic Booster organizations.

7
8 All such organizations will maintain their financial records on the same
9 fiscal year as the School District. Annual Reports will be filed with the
10 Board in the format prescribed by the Accounting Department by the due
11 date for the District's Annual Financial Report established in State Board
12 Rules.

13
14 School-related organizations may not make payments directly to Board
15 employees for services covered by School Board-approved salary
16 schedules. Any such payments must be processed through the District's
17 payroll system and be in accordance with rules of the School Board. No
18 payments may be made in excess of the School Board-approved salary
19 schedule.

20
21 No school-related organization may solicit funds in a manner implying
22 that such funds will become property of the school unless such funds are
23 deposited directly in internal accounts.

24
25 No school-related organization may utilize students in door-to-door sales
26 or solicitations. School-related organizations may not solicit contributions
27 from the general public through the mail.

28
29 With the Principal's permission, school-related organizations may collect
30 funds on campus for their own accounts before or after the students day or
31 during lunch. *Amended 7/23/91*

32
33 A maximum of one fund raising activity per semester by school-related
34 organizations may be permitted on campus during the student day. Use of
35 school facilities requires the recommendation of the Superintendent and
36 Principal, and approval of the School Board as prescribed in School Board
37 Rule 3.12.A.2.

38
39 The Principal may veto activities of school-related organizations that are
40 in conflict with the school program or detrimental to the reputation of the
41 school.

42
43 Failure to comply with these rules will disqualify the organization from
44 using the school name, from using any school facility, and from making
45 any contribution, in kind or monetary, to the District or any school or
46 school organization.
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C. External Organizations include any individual or group not described in A or B above. No external individual or group is permitted on campus without authorization of the Principal. The Superintendent or Assistant Superintendent must authorize in writing any sales, solicitation for sales, advertising, distribution of literature, etc., by external groups or individuals on campus and the time period during which such activities will be permitted. Any such activities will be primarily for the benefit or convenience of students rather than the benefit of the external individual or organization. Funds will not normally be handled by school personnel; any funds that are handled by school personnel will be deposited in internal accounts.

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

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

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

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

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

- Florida Statutes
- State Board of Education Rules
- Red Book Chapter 7
- School Board Rules
- Superintendent's Procedural Directives
- Accounting Procedural Memoranda

- (1) The Superintendent is authorized to issue Procedural Directives as necessary to ensure uniformity and control over internal accounts.
- (2) The Accounting Department is authorized to issue Accounting Procedural Memoranda prescribing forms and procedures for recording and documenting transactions. Forms will be approved by the District Forms Control Committee.
- (3) All persons involved with internal accounting shall be governed by directives issued by the Superintendent and Accounting Department.

1 (4) In interpreting rules, each higher level will prevail over all lower
2 levels. No higher level restriction may be removed by a lower
3 level rule. In the absence of other conflict, the most restrictive rule
4 will apply.
5

6 G. The Accounting Department will disseminate information relating to
7 internal accounts at periodic meetings called by the Director of Finance.
8 The Principal will provide for the bookkeeper, or another representative if
9 the bookkeeper is absent, to attend such meetings.
10

11 H. The Principal is responsible for achieving compliance with internal
12 account rules at his facility. He is authorized and required to approve all
13 internal account activities. He is responsible for maintaining financial
14 records in compliance with established accounting procedures that provide
15 adequate explanation of the source and disposition of all funds.
16

17 I. Budget School organizations with funds in internal accounts will submit
18 budgets for approval by the Principal on forms approved by the School
19 Board. Budgets will be submitted within thirty days of the opening of
20 school or establishment of the organization. These will become part of the
21 official records of the school and will be retained for audit. Budgets are
22 not required for trust accounts. Principals may require additional
23 information or detail in excess of that which is included on District forms.
24

25 J. Funds collected from students shall, insofar as is possible, be spent to
26 benefit those students currently in school from whom the funds were
27 collected and for the purpose collected.
28

29 K. Funds generated by students will not be diverted for the benefit of
30 sponsors or other non-students. Nonessential travel by non-students, non-
31 student banquets costing in excess of twice the Class C meal allowance,
32 and purchases of alcoholic beverages are examples violating this principle.
33

34 L. Fees Public schools are required to provide free education for grades K-
35 12. No fees may be charged any student for participation in the required
36 thirteen years of basic instruction. Booster clubs or other external
37 organizations may not charge fees in violation of this rule. This rule does
38 not prohibit charging students for destruction of school property or
39 extraordinary wear and tear.
40

41 2.9.2 General Practices 42

43 A. Purchase orders All purchases from internal funds will be based on
44 purchase orders approved by the Principal. The Principal may authorize
45 an Assistant Principal (or equivalent administrator) to sign internal
46 accounts purchase orders when he is away from the school. Signature

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authorizations will be on forms prescribed by the Accounting Department.

- B. The collection of money from students will be kept to a minimum to control accounting requirements and in order that teachers may devote the maximum amount of time to assigned instructional duties.
- C. No school organization shall incur expenditures in excess of the cash resources available to that organization. Items may be purchased for resale, however, when the cost is to be paid from proceeds of the sale even though sufficient cash is not on hand to pay for the items when they are received. An expenditure occurs at the time goods are received, regardless of the date paid.
- D. Internal accounts may not be obligated under notes, installment purchase contracts, or capital lease arrangements except in emergency situations approved by the School Board.

2.9.3 Standards, Practices and Procedures

2.9.3.1 Control of Cash Resources

CHECK SIGNATURES

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

CASH COLLECTIONS AND DEPOSITS

- B. Any type of collection of funds from students on campus during normal school hours must be approved individually, in advance, and in writing by the Principal.
- C. All funds collected will be turned in to the bookkeeper each day. No funds will be left in classrooms overnight.
- D. Cash will be collected from school-operated vending machines at least once each week.
- E. Departmental Receipts Pre-numbered subsidiary (departmental) receipts will be issued by staff members when cash is collected from students in accordance with procedures prescribed by the Accounting Department. 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 \$5.00 or less if individual student
3 names are listed on a Report of Monies Collected. *Amended 6/16/98*
4

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

10
11 F. Reports of Monies Collected will be prepared by teachers listing
12 individual student names and departmental receipt numbers for all
13 collections deposited 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
25 day. No deposit is required for the day if total receipts for deposit are less
26 than \$50.00, except all receipts on hand must be deposited the last
27 business day 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

1 M. Collections for student pictures and school insurance will not be handled
2 by school personnel and will not be deposited in internal accounts.
3 Transactions will be handled directly between the parent or student and
4 vendor.
5

6 INVESTMENTS
7

8 N. Internal funds which are temporarily idle shall, as required by law, be
9 invested using any medium of investment legal for public funds, and may
10 not exceed insurance protection or other legal collateral limits provided for
11 such public funds. If material, interest earned on deposits of classes and
12 clubs shall be allocated to the appropriate subsidiary accounts. Otherwise,
13 interest shall be credited to the general fund.
14

15 2.9.3.2 School Activity Projects
16

17 A. The Principal will assign a sponsor other than the bookkeeper to every
18 ledger account. An official assignment list will be approved by the
19 Principal and retained for audit. Separate ledger accounts should be
20 created for field trips and book orders as needed to show that collections
21 equal disbursements.
22

23 B. School Store The sale of school supplies within a school shall be
24 authorized only under the following conditions:
25

26 (1) The Principal shall determine that the sale of school supplies
27 provides a convenience to students.
28

29 (2) The supplies sold shall be limited to common, essential supplies
30 required by students in their regular school duties, except that a
31 student operated store may be conducted as part of a vocational
32 program. School T-shirts, hats, and similar items bearing the
33 school name or insignia may be sold through the store.
34

35 (3) Any profits derived from such sales shall be utilized by the
36 sponsoring group with the approval of the Principal, or will be
37 transferred to the general miscellaneous account.
38

39 (4) All receipts of the school store shall be deposited in internal
40 accounts.
41

42 (5) Year end physical inventories showing item, quantity, and resale
43 value will be prepared and retained for audit. This inventory will
44 be used in the yearly accounting for school store activities and
45 become the opening inventory for the subsequent year.
46
47

1 CLASSES, CLUBS, DEPARTMENTS

- 2
- 3 C. Graduating classes or other disbanding organizations may designate all or
- 4 a portion of their residual funds to a specific project or another internal
- 5 account. Otherwise, such balances will be transferred to the General
- 6 Miscellaneous account by the end of the following school year.
- 7
- 8 D. The Principal must grant approval, in writing, before a school organization
- 9 undertakes any project extending beyond the current school year or accepts
- 10 a restricted donation to be used over a period of time beyond the year in
- 11 which received. Such approval will be retained for audit. These funds
- 12 will be accounted for in trust accounts. Scholarship funds that may not be
- 13 distributed in the current year are an example of this activity.
- 14

15 2.9.3.3 Purchasing

16 REQUIREMENTS

- 17
- 18
- 19 A. The Principal is authorized to sign purchase orders in accordance with
- 20 School Board Rule 2.2.2F(1)(b). *Amended 7/21/98*
- 21
- 22 The purchase of chemicals and the purchase of playground equipment by
- 23 schools or school related groups must be authorized by the Risk and
- 24 Benefits Management Department to ensure that proper safety standards
- 25 are met. *Adopted 7/23/91 & Amended 6/19/01*
- 26
- 27 B. Contracts will not be for more than one year in duration, and will not bind
- 28 the school beyond the ensuing fiscal year.
- 29
- 30 C. Notwithstanding the above, the following purchases must be approved by
- 31 the Superintendent:
- 32
- 33
- 34 (1) Any purchase order in excess of \$3,00. Splitting purchases to meet
- 35 this requirement is prohibited. *Amended 6/19/01*
- 36
- 37 (2) Any items being purchased from an employee of the School Board,
- 38 from a business controlled by any such employee or from the
- 39 spouse, child, or parent of any employee.
- 40
- 41 D. Gifts associated with any purchase or contract in the name of the school
- 42 are subject to the provisions of School Board Rule 2.5.1.
- 43

44 BIDS

- 45
- 46 E. Bids and quotations are required for all purchases made from internal
- 47 accounts under the same schedule applicable to District expenditures.

1 Bids will be handled by the Purchasing Department.

2
3 **PETTY CASH**

4
5 F. Petty Cash Funds The Principal of each school is authorized to maintain a
6 petty cash fund in internal accounts, not to exceed fifty dollars (\$50.00),
7 for the purpose of making small expenditures for internal account
8 activities. Such petty cash fund shall be separate from all other funds.
9 Each petty cash fund shall be replenished so as to be intact at the close of
10 business on the last working day of the fiscal year.

11
12 Internal Account petty cash funds are subject to the same dollar limitations
13 and procedures as District petty cash funds.

14
15 Refunds to students up to \$2.00 each may be made from petty cash
16 provided receipts are obtained from the students and the disbursement is
17 witnessed by a responsible school employee other than the bookkeeper.
18 One time petty cash funds may be created for this purpose.

19
20 Disbursement of petty cash to the petty cash custodian are prohibited.

21
22 **RESTRICTED EXPENDITURES**

23
24 G. Travel Any payment for meals, transportation, conference registration
25 fees, or lodging, except on student trips as described below, is subject to
26 this section.

27
28 District rules pertaining to travel will apply to internal accounts. All travel
29 reimbursements will be authorized by the Principal in advance. Travel
30 vouchers will be completed. Limitations on meal reimbursements will
31 apply. Out of state travel must be approved by the School Board in
32 advance.

33
34 Travel expenses will not be paid from internal accounts when other school
35 board funds are available.

36
37 Travel expenses will be paid on a reimbursement basis unless paid directly
38 to a vendor, e.g., hotel or conference sponsor.

39
40 Reimbursements to employees involving taxable meals will be paid
41 through the District Payroll System in order to include the reimbursement
42 in the employee's W-2.

43
44 Staff expenses for travel not associated with a particular school
45 organization may be paid only from faculty or staff funds.

46
47 H. Student Trips Field trips, trips to athletic competitions, and other travel by

1 student groups, including expenses of adult chaperones, are subject to this
2 section. Actual costs of these trips will be paid. Travel vouchers are not
3 required. Funds may be advanced to pay expenses enroute provided
4 receipts are returned at the completion of the trip. Meal allowances shall
5 not exceed Class C travel amounts.
6

- 7 I. Items of equipment or furniture for the school's administrative offices or
8 faculty areas, including drapes, rugs, desks, chairs, or ornamental items,
9 may be purchased only from faculty or staff funds.
10
- 11 J. Promotions and public relations Schools are authorized to spend internal
12 account funds generated by enterprise activities and undesignated gifts on
13 promotions and public relations as defined in State Board Regulations.
14 Such funds generated by students shall be limited to activities involving
15 students or their parents. School internal accounts may not be spent on
16 hospitality of business guests.
17
- 18 K. Gifts and awards Awards, plaques, etc., in recognition of outstanding
19 performance or service may be purchased for students, employees, and
20 others involved in internal account activities subject to the dollar limit for
21 such awards purchased from District funds. This rule does not restrict
22 scholarships from club or trust accounts or the distribution of money or
23 property to students as awards when donated to the school specifically for
24 this purpose.
25
- 26 L. The number of activity supplements and the remuneration of each shall be
27 approved by the School Board. Payments from internal accounts or by
28 school related organizations in excess of those approved are prohibited.
29

30 PROPERTY ACQUISITION AND CONTROL

- 31
- 32 M. Property Dispositions Tangible personal property donated to an internal
33 fund for resale may be sold and the proceeds retained in internal accounts.
34 The donor's intention must be established in writing. For example, a car
35 may be donated to a vocational program for repair or resale. Otherwise,
36 all donated and purchased tangible personal property is subject to normal
37 rules for disposition administered by the Purchasing Department.
38 Proceeds will be deposited to the District's General Fund. In unusual
39 circumstances, the School Board may authorize the redeposit of proceeds
40 from asset sales to the internal account that purchased the property.
41

42 2.9.3.4 General Standards, Practices, and Procedures

43 REPORTS

- 44
- 45
- 46 A. Reports The Accounting Department is authorized to require reports
47 necessary to provide control over internal account operations and prescribe

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the format for such reports.

Major reports and required filing dates are as follows:

Principal's Annual Report	July 15
Monthly Report on Internal Accounts, Bank Reconciliation, Cash Receipts/ Disbursements Journal	15th
Daily Bank Deposit Receipt	next day
Audit Response	21 days after receipt

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

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

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

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

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

AUDITS

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

FUND RAISING

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

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

5
6 Commercial sale means the purchase and resale of a commodity in which
7 the cost of the commodity constitutes a substantial portion of the selling
8 price. Bake sales of donated items and car washes are not commercial
9 sales.

10
11 G. Advertising Elementary and middle school solicitation of advertising
12 from the public shall be limited to the support of one (1) activity per
13 school. Senior high school solicitation of advertising from the public shall
14 be limited to the support of five (5) publications, e.g., newspapers, football
15 programs, yearbooks, etc., per school, unless otherwise approved by the
16 Superintendent.

17
18 H. Door-to-door sales Elementary and middle school students shall not be
19 permitted to sell items, or solicit contributions, pledges, or orders door-to-
20 door for fund raising activities sponsored by the school or by school-
21 related organizations.

22
23 I. Charitable Fund Raising Door-to-door fund raising drives or public
24 solicitations for external organizations such as United Way, March of
25 Dimes, or Red Cross shall not be conducted by students in Osceola
26 District Schools. Such organizations are not permitted to organize
27 students on campus or to distribute literature in schools encouraging
28 student participation in door-to-door fund raising drives or public
29 solicitations. The name of the school or any school organization will not
30 be associated with charitable fund raising by mail, door-to-door, or public
31 solicitation.

32
33 With the Principal's approval, schools and school organizations may make
34 contributions of time, goods, and money to philanthropic, educational, and
35 charitable causes of interest to the school. Such activities shall not conflict
36 with the educational program.

37
38 Fund-raising activities for the benefit of a private individual (e.g., sickness
39 or financial hardship cases) must be approved by the Principal or other site
40 administrator. Any fund-raising approved shall be conducted in a
41 nonintrusive manner, and shall not be conducted during work hours.

42 *Adopted 6/19/01*

43
44 J. School buildings, shall not be used during regular school hours for profit
45 making shows or entertainment sponsored or produced by a person, group,
46 or organization outside the school system. The use of school buildings
47 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 School Board. Receipts, including commissions or rents if operated on that basis, of all vending machines located on property of the School District will be deposited in the school's internal accounts. Pay phones are included under this rule.

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

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

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

SALES OF FOOD AND BEVERAGES

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

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

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1 **3.0 GENERAL OPERATING RULES**

2
3 **3.1 TRANSPORTATION**

4
5 **3.1.1 Student Transportation**

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

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

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

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

43
44 School buses shall not be used for any trips, other than on regular routes, without
45 the approval of the Director of Transportation or the Superintendent.
46
47

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

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

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

19

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

25

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

34

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

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

37

38

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

41

42 The following standards set forth the minimum requirements for operation
43 of School Board owned or leased vehicles for business use and the
44 transportation of students. Further, this rule includes the authorized travel
45 by employees or volunteers and the transportation of students in private
46 passenger vehicles.

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

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

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

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

(2) If found guilty of D.U.I., each operator shall be required to complete a State Advanced Driver Improvement Course or D.U.I. class; complete the School Board policy suspension time; and, provide evidence of reinstatement prior to restoring driving privileges.

(3) Upon a second conviction, a D.U.I. offender shall be restricted from operating School Board vehicles until all State waiting periods are fulfilled or for two years, whichever is longer.

(4) School Bus Drivers *Adopted 6/17/97*

(a) Any school bus driver who is found guilty of driving under the influence of alcohol or mood modifying substances and anyone who leaves the scene of an accident involving injuries will be recommended for immediate suspension pending School Board action on a recommendation for termination of employment as a school bus driver.

(b) Employees are required to report ALL citations to their immediate supervisors within three (3) working days if issued while in a personal vehicle or immediately following the route if issued while operating a school bus.

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

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

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

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

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

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

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

42 G. All field trip requests, whether or not the use of school-owned
43 buses is involved, must follow the provisions of 3.1.1 and must
44 have the approval of the Superintendent. *Amended 9/17/96*
45
46

47 School-sponsored field trips are not permitted during non-student

1 days, unless directly related to instruction or an ongoing activity of
2 an established District-supported extra-curricular function.
3 *Amended 6/30/92*

4
5 No mode of transportation, commercial carrier or private vehicle
6 may be used unless liability coverage at limits specified by the
7 Superintendent is provided. The sponsoring organization is
8 responsible for providing evidence of insurance. *Amended*
9 *6/30/92*

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

13
14 3.1.4 Bus Insurance

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

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

21
22 3.1.5 Bus Driver Responsibilities

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

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

1 students to bring objects on the bus that would be injurious to other
2 students such as, sharp objects, large band instruments, or any object that
3 would block front door or aisles in the bus in case of an emergency.
4

5 G. Permit a child to leave the bus only at the regular stop except upon written
6 request of a parent and at the discretion of the principal.
7

8 H. Require pupils to move away from the bus immediately upon being
9 discharged, in view of the driver, and require children who leave the bus
10 and cross the highway to cross in front of the bus, under the direction of
11 the driver, only after all approaching traffic has stopped. If an unusual
12 hazard exists, the driver shall conduct the child across the highway.
13

14 I. Post the rules governing the conduct of pupils and the daily schedule in the
15 front of the bus. Routes and bus stops shall not be changed without
16 specific authorization of the Superintendent. Such information may be
17 distributed by the Director of Transportation for the Superintendent.
18

19 J. Supervise emergency evacuation drills at least twice each school year as
20 directed by the school principal.
21

22 K. Use the bus only to transport students to and from school except upon
23 specific direction of the Superintendent, the Director of Transportation or
24 the principal, with the approval of the Superintendent. As per #6A-3.017
25 (1) #2(K).
26

27 L. Prepare immediately after every accident involving the bus or a school bus
28 passenger an accident report on the required form, to be filed with the
29 Superintendent in duplicate. As per 6A-3.017
30

31 M. Actuate the amber lights at a point approximately two hundred (200) feet
32 from the student stop or at such greater distance as is necessary due to
33 traffic speed and road conditions, as a warning to traffic that the bus is
34 approaching a student passenger stop. When the bus has stopped, before
35 the door is opened, the amber lights shall be deactivated and stop signal
36 arm, supplemented by flashing red lights, shall be displayed as due
37 warning that students are being loaded or unloaded. The bus door shall
38 not be opened to unload students until approaching traffic in the
39 immediate vicinity of the bus has stopped.
40

41 N. Ascertain and ensure that all students are off the bus before filling fuel
42 tank.
43

44 O. Turn on emergency flashers before bringing the bus to a stop at least
45 fifteen (15) feet from the nearest rail of a railroad grade crossing. The
46 Driver shall not proceed across the tracks until after looking carefully in
47 each direction, opening the door and listening for the sound of an

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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.

W. Permit students to ride only those buses to which they have been assigned,

1 either permanently or temporarily, and allow non-student riders only as
2 authorized by the Superintendent, the Director of Transportation or the
3 school principal.

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

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

9
10 Auth: 230.22, F.S.; Imple: SBE Regulation 6A-3.17(1)(d) 2 and 230.23(8), F.S.

11
12 3.1.6 Transportation Grants

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

17
18 Auth: 230.22, F.S.

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

20
21 3.1.7 Transportation Hazard Surveys

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

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

36
37 3.1.8 Transportation of Physically Handicapped Students

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

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Auth: 229.053(1) Imple: 234.02

3.2 INSTRUCTIONAL MATERIALS

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

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

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

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

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

3.2.1 Use of Instructional Materials by Students *Amended 07/01/02*

only section

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

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

1 E. Lost, Destroyed, or Damaged Textbook Policy

2
3 233.46, F.S., requires each principal to collect from each student or
4 the student's parent the purchase price of any instructional material
5 the student has lost, destroyed, or unnecessarily damaged, and to
6 report and transmit such amounts so collected to the
7 Superintendent. Principals shall collect fees for lost, destroyed, or
8 damaged books according to the following schedule:

- 9
10 1. "A" -- New book [in use less than one (1) year] =
11 100% of the original purchase price
12
13 2. "B" -- Good condition book =
14 75% of the original purchase price
15
16 3. "C" -- Poor condition book =
17 50% of the original purchase price
18

19 The failure to collect the appropriate schedule fee upon reasonable
20 effort by the principal may result in the suspension of the student
21 from participation in extracurricular activities or satisfaction of the
22 debt by the student through community service activities at the
23 school site as determined by the principal.
24

25 Auth: 230.22, 233.46, F.S. Imple: 233.34(3), F.S.

26
27 3.2.2 Requisition and Purchase of Texts

28
29 The Superintendent shall requisition and purchase adopted instructional materials
30 in accordance with the provisions of Section 233.22, Florida Statutes.
31

32 Auth: 230.22, F.S. Imple: 233.22, F.S.
33

34 3.2.3 Sale of Instructional Materials

35
36 Upon request by a parent of a student in any school within the District, the
37 principal of such school may sell to the parent one (1) copy of any instructional
38 material used in the school. The sale price thereof shall consist of the purchase
39 price, less a discount based upon the physical condition of the materials,
40 computed in the same manner as for instructional materials lost, destroyed or
41 unnecessarily damaged. The principal shall sell only the student edition of any
42 instructional material, but may show in lieu thereof the teacher's edition if a
43 surplus copy is available for inspection by a parent in the school building during
44 normal school hours. The condition of instructional materials sold to parents shall
45 be equivalent to the average condition of said materials used in the school at the
46 time of sale to the parent. All money collected from the sale shall be transmitted
47 to the Superintendent to be deposited in the District school fund and added to the

1 District appropriation for instructional materials. In the event that a school has
2 insufficient copies of any instructional material to meet a parent's request to
3 purchase, the Superintendent shall locate the materials from any available source
4 in the district and sell or arrange the sale of the materials to the parent.
5

6 Auth: 230.22, F.S. Imple: 233.09 (3) (c) and 233.46 (2) F.S.
7

8 3.2.4 Copyright 9

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

28 3.2.5 Basic Texts 29

30 There shall be a basic text or approved materials established for each course
31 offered in the regular school program. Textbooks will be adopted according to
32 State Board of Education Rules. Challenges to textbooks and other classroom
33 materials will follow the same procedure as challenges to Library/Media
34 materials.
35

36 3.2.6 Use of Videos and Films *Adopted 7/2/96* 37

38 Commercially produced entertainment videos and films rated by the Motion
39 Picture Association of America may be used in schools only as indicated below:
40

- 41 A. R, NC-17 and X rated videos and films may NOT be used under any
42 circumstances.
43
- 44 B. G, PG, PG-13 and non-rated videos and films MAY only be used under
45 the guidelines published by the Superintendent.
46

47 3.2.7 Rules of Selection of Media Center Materials

1
2 A. Philosophy of Selection
3

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

14 B. Responsibility for Selection of Materials
15

16 The School Board of Osceola County shall determine and adopt such rules
17 and programs as are deemed necessary by it for the efficient operation and
18 general improvement of the district.
19

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

26 C. Criteria for Selection of Media Center Materials
27

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

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

42 (3) Materials for purchase are considered on the basis of overall
43 purpose, timelines, importance of the subject matter, quality of
44 writing or production, readability and popular appeal,
45 authoritativeness, reputation of the author, artist, publisher,
46 producer, format, and cost.
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- (4) Special consideration is given to treatment of the following elements: religion, ideologies, sex education, sex, profanity, and science.
 - a. Religion - Factual unbiased material which represents all major religions is included in the collection.
 - b. Ideologies - Factual information on any ideology or philosophy which exerts a strong force in society is included in the collection.
 - c. Sex Education - Factual information appropriate for the age group or related to the school curriculum is included in the collection.
 - d. Sex - Pornographic, sensational, or titillating materials are not included, but the fact of sexual incidents appearing in the materials does not automatically disqualify them.
 - e. Profanity - The fact that profanity appears in material does not automatically disqualify a selection. Care is taken to exclude materials using profanity in a lewd or detrimental manner.
 - f. Science - Factual information about medical and scientific knowledge is included in the collection without any biased selection of facts.

D. Procedures for Selection

- (1) In selecting materials for purchase, the school library media specialists shall evaluate the existing collection and consult:
 - a. Reputable, unbiased, professionally prepared selection aids.
 - b. Media staff, curriculum consultants, teachers, students, and community representatives.
 - c. The media committee appointed by the principal to serve in an advisory capacity in the selection of materials.
- (2) In determining materials to be purchased, library media specialists follow these procedures:
 - a. Multiple items of outstanding and frequently used materials are purchased as needed.

- b. Worn and missing basic items are replaced periodically.
 - c. Out-of-date or no longer useful materials are withdrawn from the collection and replaced by new and appropriate materials.
 - d. Sets of materials and subscription materials are examined carefully, and are purchased only to fill a definite need.
- (3) Further detailed criteria are listed in the Media Manual for Osceola District Schools.

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

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

- (1) A parent or guardian of a child enrolled in the District (the "Petitioner"), an employee of the District, or a resident of Osceola County may object to Instructional and Library Material by filing form FC-820-244, Request for Reconsideration of School Library Materials (the "Petition") with the Principal. The Petition must be made in writing on the prescribed form, an oral complaint is not sufficient. The Principal will forward a copy of the petition to the Superintendent.
- (2) A Petitioner who does not complete and return the form receives no further consideration.
- (3) The Principal shall, within twenty (20) days of receipt of the Petition, call a special meeting of the School Library Media Center Advisory Committee or the School Advisory Committee and the Media Specialist (the "Committee"). The Petitioner may be present to make a verbal and/or written statement to the Committee. The Principal will notify the Superintendent of the Committee meeting.
- (4) The Committee will give its recommendation to the Principal. The Principal will notify the Petitioner and the Superintendent of the recommendation immediately.
- (5) The Petitioner may appeal the recommendation of the Committee to the Superintendent in writing within ten (10) days of receipt of the recommendation. The Superintendent shall organize a meeting of the District Media Review Committee within thirty days of receipt of the Petition, unless the timeline is waived by the

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Petitioner. The Superintendent will notify the Petitioner of the date of the meeting. The Petitioner will be allowed to make a presentation at the District Media Review Committee meeting. The District Media Review Committee meeting is a public meeting, but no student identifying information may be made public without the parent or guardian’s consent.

- (6) The standards used by the District Media Review Committee to determine the propriety of the Instructional and Library Material shall be related to educational concerns and shall include:
 - a. The age of the children who normally could be expected to have access to the Instructional and Library Material.
 - b. The educational purpose to be served by the material.
 - c. The degree to which the Instructional and Library Material would be supplemented and explained by mature classroom instruction as part of a normal classroom instructional program.
 - d. The consideration of the broad, racial, ethnic, socioeconomic, and cultural diversity of the children of the District.
- (7) The District Media Review Committee shall issue a written decision within twenty days of the date of the meeting.
- (8) The decision of the District Media Review Committee shall be mailed to the Petitioner via certified mail, return receipt requested and shall be reported to the School Board on the next available School Board agenda.
- (9) The Petitioner may appeal the decision of the District Media Review Committee to the School Board by filing a written notice of appeal with the Superintendent within ten (10) days of the date of receipt of the decision. The School Board will make the final determination at the next available School Board meeting. The written decision of the School Board will be issued within thirty (30) days of the date of the School Board meeting.
- (10) During the pendency of a challenge under this rule, the Instructional and Library Material which is the subject of the Petition shall not be accessible to students.
- (11) “Instructional and Library Material” as used in this section means books, but not textbooks adopted by the District or the State,

1 utilized for classroom instruction or in the school library, films and
2 filmstrips, recordings, computer course work, videos, or other
3 electronic media.

4
5 (12) The District Media Review Committee shall be appointed by the
6 Superintendent and shall consist of no less than two principals,
7 three District Level Administrators, and two persons from the
8 community who are not employed by the District.

9
10 (13) If Instructional and Library Material has been challenged in
11 accordance with this procedure and the School Board has issued a
12 decision, the determination will be binding on all schools in the
13 District at the same grade level as the school where the Petition
14 originated.

15
16 Auth: 233.34(3)

17
18 3.2.8 Disposing of Surplus, Obsolete and Unusable Textbooks and Instructional
19 Materials. *Revised 11/7/95*

20
21 Any surplus or unusable textbooks or instructional materials, excluding testing
22 materials, shall be disposed of as provided herein.

23
24 A. Usable surplus and obsolete instructional materials no longer under
25 contract to the State shall be carried on inventory for at least one (1) year
26 in order to permit full utilization of State-Adopted Instructional Materials.
27 Instructional materials when declared surplus may be disposed of, after
28 notifying the Director of the Division of Public Schools, Florida
29 Department of Education, of the available surplus so that every effort may
30 be made to provide those available materials to other districts in the State
31 of Florida. The Director of the Division of Public Schools shall make
32 each district's listing of surpluses available to all the other districts for a
33 period of thirty (30) days. Any material which cannot be utilized in inter-
34 district exchange programs may be given to:

- 35
36 (1) Other public education programs within the District or State;
37
38 (2) Teachers to use in developing supplementary teaching materials;
39
40 (3) Students or others for personal use and not for profit; and,
41
42 (4) Any charitable organization, governmental agency, private school
43 or state.

44
45 B. The Superintendent shall use the procedures as prescribed in Subsection
46 (3) herein if disposal of surplus or obsolete materials cannot be
47 accomplished as specified in Subsection (1) herein.

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- 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

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

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

3.4 RELEASE OF STUDENT NAMES *Amended 7/23/92, 07/01/02*

No names or addresses of students shall be released to any company, corporation, or individual without approval by the School Board, unless a school directory is published. This policy does not include releasing names and addresses of students from school to school, to colleges or other institutions of education, public or private, or to any of the branches of the Armed Forces of the United States. If the medium used to transfer identifiable student information is electronic mail, the

1 data must be sent in accordance with paragraph H of the Data Network
2 Acceptable Use Policy (3.21).

3
4 Auth: 230.22, F.S.
5 Imple: 232.23, F.S.

6 7 3.5 PUPIL CONTROL

8
9 The principal or his designee shall be responsible for the safety and conduct of
10 pupils during the time they are being transported to and from the school at public
11 expense, and during the time they are attending school or are on school premises,
12 in accordance with Section 232.25, Florida Statutes, and as specified in Chapter 6
13 of this manual.

14
15 Auth: 230.22, F.S. Imple: 232.25, F.S.

16 17 3.6 DISMISSAL OF SCHOOL

18
19 All schools shall maintain a regular schedule. No school shall dismiss prior to the
20 regularly scheduled hour without permission of the County Superintendent, except
21 when in case of an extreme emergency the welfare of children requires immediate
22 dismissal. A regular schedule shall be interpreted as attendance in accordance
23 with the daily schedule of classes or participation in regularly scheduled field
24 trips. Planned room parties within the classroom or school area will be
25 recognized, but should be limited to a few special occasions and restricted as to
26 length. The following shall not be regarded as a part of the regular schedule:

27
28 (1) School parties and picnics outside the school area.

29
30 (2) Attendance at athletic events during class hours.

31
32 Auth: 230.22, F.S. Imple: 232.02 and 230.33(6), F.S.

33 34 3.7 CUSTODIAL SERVICES

35
36 The custodial manager is directly responsible to the Principal. The
37 custodial staff report to the custodial manager and they are responsible to
38 the Principal. The duties of all the custodians are contained in the job
39 descriptions to be found in the Job Description Handbook. *Amended*
40 *6/29/93 & 6/28/94*

41
42 Auth: 230.22, F.S. Imple: 230.23(5), F.S.

43 44 3.8 ADVERTISING

45
46 No materials from outside of school sources may be distributed to homes through
47 pupils without prior approval of the Superintendent. Advertising materials may

1 be accepted for classroom and school purposes provided that they:

- 2
- 3 A. Are of the type teachers need for instructional purposes.
- 4
- 5 B. Are provided without cost to the District, school, teacher, or student.
- 6
- 7 C. Contain a minimum amount of commercial advertising.
- 8
- 9 D. Are not of a sectarian nature.
- 10
- 11 E. Fulfill a legitimate purpose of the school curriculum.
- 12
- 13 F. Do not prominently display a selfish or private purpose of the sponsor.
- 14
- 15 G. Do not have a blatant advertising feature.
- 16
- 17 H. Do not violate the attitudes which are recognized as ideals of the school
- 18 system or of our society.

19

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

21

22 3.9 BUILDINGS AND GROUNDS

- 23
- 24 A. The principal of each school shall be responsible for the care,
- 25 maintenance, and use of school buildings and grounds and shall supervise
- 26 the custodial staff of the school in providing an adequate program of
- 27 proper care and maintenance.
- 28
- 29 B. Maintenance or repairs which cannot be handled by the school custodial
- 30 staff shall be reported to the Superintendent and shall become the
- 31 responsibility of the District Maintenance Department. *Amended*
- 32 *9/17/91*
- 33
- 34 C. The School Board shall condemn and prohibit the use for public school
- 35 purposes of any building which can be shown for sanitary or other reasons
- 36 to be no longer suitable for such use and when any building is condemned
- 37 by any state or other government agency as authorized in chapter 235, see
- 38 that is it no longer used for school purposes. *Amended 9/17/91*
- 39
- 40 D. The principal shall make recommendations regarding needed repairs to or
- 41 renovations of school buildings to the Superintendent at such time as they
- 42 are needed.
- 43
- 44 E. All projects that require remodeling, new construction or any
- 45 alterations to facilities in the District shall be placed under the
- 46 direction of the Director of Facilities. *Amended 6/30/92 & 6/28/94*
- 47

1 F. It shall be the responsibility of the principal of each school to provide for
2 the display of the United States Flag and the official flag of Florida on the
3 school grounds, in compliance with 228.101 and 256.032 F.S., except in
4 inclement weather. The flags shall also be displayed indoors at all times
5 when functions are being held in the auditorium, cafeteria, lunchroom,
6 multipurpose room, or gymnasium in accordance with 256.11, F.S.

7
8 Auth: 230.22, F.S. Imple: 230.23(9)(c), 231.085(5) and 235.01, F.S.

9
10 3.10 LABORATORY SAFETY AUDIT *Amended 6/29/93*

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

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

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

21
22 3.11 SCHOOL OFFICE HOURS

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

28
29 Auth: 230.22, F.S.

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

31
32 3.12 USE OF SCHOOL BUILDINGS, GROUNDS AND EQUIPMENT

33 *Revised 1/18/94*

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

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

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

42
43 (1) It is the policy of the School District that the right of free speech
44 and access shall be granted in accordance with law. However, the
45 paramount purpose of the School District is the provision of its
46 program of education. Accordingly, all School District property,
47 equipment and facilities, including all methods of communication

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through the use of School Board facilities and equipment such as, but not limited to, duplication machines, photocopying machines, telecommunication facilities and wires, computer transmission facilities, including modems, desktop publishing and facsimile transmission or telecopy facilities, are deemed facilities dedicated for use in the educational program and not for use by any person or group except as expressly permitted in this policy.

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 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.
Amended 6/16/98

(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 School 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

1 under the control and supervision of the Media Specialist for the
2 School District.

- 3
4 (4) All such use shall be under the supervision of the building
5 administrator. Specific fees for use of school facilities shall be
6 based on annual fee schedule as recommended by the
7 Superintendent, and shall be payable to the School Board.
8 Payment must be made in advance. Fees may be reduced or
9 waived by direction of the Superintendent, but only for those
10 groups that directly benefit the students and/or programs of the
11 school district.

12 *Amended 6/30/92*

- 13
14 (5) Persons using buildings and grounds must take proper and ordinary
15 care of them and shall be held responsible for any damage or
16 vandalism incurred as a direct result of their use.

- 17
18 (6) Entry onto or exit from School Board property shall be by a
19 reasonable method. Employees or students who do not enter or
20 exit by a reasonable method are subject to disciplinary action.

21
22 Each building administrator shall establish procedures for
23 employees to access the building and grounds during times other
24 than the regular workday.

- 25
26 (7) Alcoholic beverages and gambling are forbidden on premises.

- 27
28 (8) The use of tobacco products is forbidden in all school district
29 buildings. *Amended 6/30/92*

30
31 Auth. 386.201, 202, 203, 204 & 205 F.S.

- 32
33 (9) Students are not to be in the school buildings without faculty
34 supervision, except for the attendance at public gatherings or by
35 special permission of the school principal.

- 36
37 (10) See School Board Rule 8.10 for rules governing the use of cafeteria
38 kitchens.

- 39
40 (11) Firearms and Other Weapons *Adopted 6/29/93 & Amended*
41 *6/17/97*

42
43 a. Firearms

44
45 No person shall, while on the grounds or in any building
46 owned or operated by the School Board of Osceola County,
47 Florida, possess, carry and/or transport on or about his/her

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person or discharge any firearm, as defined in Section 790.001(6), Florida Statutes, excluding duly authorized law enforcement officers in the lawful performance of their duties.

b. Other Weapons

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

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

B. Use of School Equipment

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

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

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

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

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

(3) Non-Profit organizations with good cause may be exempt from the above rule provided advanced approval is secured from the Principal. The term "non-profit" shall mean those organizations which are 501(c)(3) exempt and recognized as such by the Internal

1 Revenue Service. The Principal may not approve of any practice
2 or use in violation of this policy.

3
4 Auth: 230.22, F.S. Imple: 235.02, F.S.

5
6 C. Regulation of Employee Use of Facilities, and Statement of Equal Access

7
8 (1) To the extent any School Board facility or property is permitted by
9 this policy to be used by any person or group for any purpose other
10 than the delivery of the educational program, then such use will be
11 made available on similar terms and conditions to any person or
12 group without regard to the content of the particular message being
13 communicated and without discrimination on the basis of whether
14 the person using the facility is or is not a School Board employee
15 and without discrimination based on any other classification
16 prohibited by general or special federal or state law or applicable
17 regulation.

18
19 (2) All employees of the School Board reserve their right to freedom
20 of expression. However, no employee shall have the right to
21 utilize any facility of the School District for personal gain or
22 advantage under terms and conditions which are not generally
23 available to other residents of the County under the same general
24 terms and conditions unless the School Board has, previous to such
25 use, expressly permitted such a privilege. Additionally, the
26 facilities of the School District shall not be used by any School
27 Board employee for the purposes of advocating a position
28 concerning an issue pending before the School Board or the voters
29 of Osceola County at any general or special election, including any
30 referendum.

31
32 Nothing herein shall limit the right of the School Board to
33 determine in a particular campaign that the School District should
34 actively participate in a campaign, the outcome of which will have
35 a substantial bearing on the general ability of the School Board and
36 the District to furnish a public education program consistent with
37 School Board policy. No School Board employee shall have the
38 right to decide when the use of a School District item or property
39 or a District facility is for the betterment of the District, only the
40 School Board has the authority to dedicate the use of its facilities
41 and property for such purposes. Nothing herein limits the right of
42 any employee of the Board to speak or appear before the Board.

43
44 D. Exceptions *Adopted 6/28/94 & Amended 6/17/97*

45
46 Exceptions to this rule include, but are not limited to the following:
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1. District personnel may use Electronic Mail for sending announcements such as blood drives, funerals, united fund drives, meetings, etc., in accordance with guidelines determined by the Superintendent or School Board.
2. Personal use of telephones on an occasional basis is reasonable as long as the privilege is not abused. Long distance personal calls shall be paid by the caller.
3. Professional Organizations, in which some district personnel belong, may promote the school district as a community participant (FASPA, FASA, FASBA, Rotary, Kiwanis, Red Cross, Salvation Army, Chamber of Commerce, FASCD, Educational Organizations, etc.) through use of the courier, Electronic Mail, and other means of communication. Organizations must gain the approval of the Superintendent prior to using the facilities of the district. The Superintendent shall notify the School Board of the organizations receiving approval.
4. The Osceola County Administrative Association and other bonafide nonprofit employee organizations may use computers, equipment, and the courier for business purposes of communicating notices, minutes and agendas.
5. District personnel may use computers and equipment for schoolwork or professional development or to improve their personal skills, subject to guidelines issued by the Superintendent.

An employee may use District computer equipment for personal reasons under the following circumstances:
 - a. The use is consistent with the employee's obligations to students, the public, and the School Board and not illegal under any policy, law, or applicable administrative regulation;
 - b. The personal use of the computer equipment is not done during the regular working hours of that employee; and
 - c. The personal use of the computer equipment does not interfere in any manner whatsoever with the operation of the school district system.
6. District personnel may use copy machines at employee

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rates.

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

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

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

3.13 TRANSPORTING STUDENTS FROM OTHER COUNTIES

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

Auth: 230.22, F.S.

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

3.14 NEPOTISM

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

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

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

3.15 GRIEVANCE PROCEDURE *Amended 6/30/92*

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

Whenever an employee feels that he has a grievance, every effort shall be made to arrive at a satisfactory resolution of the problem on an informal basis. When this cannot be done, the more formal procedures stated herein will be followed in an

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1 effort to resolve grievances and preserve good morale. No grievance shall be
2 processed anonymously. *Amended 6/15/99*

3
4 A. Definitions:

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

12
13 Representative - Any person or legal counsel designated by the grievant.

14
15 Grievant - Any person or group of persons who initiates a grievance
16 unable to be resolved in an informal manner.

17
18 Superintendent - The Superintendent, as duly holding office in Osceola
19 County.

20
21 School Board - The School Board of Osceola County, Florida.

22
23 Administrative Channel - The normal chain of command of administrative
24 responsibility of the Osceola District Schools.

25
26 Days - Actual working days.

27
28 Rights - The rights of employees to:

- 29
30 (1) Call upon any representative to aid and assist in any level of the
31 grievance procedure.
32
33 (2) Request and receive for his representative a copy of all information
34 pertaining to the grievance.
35
36 (3) Have all documents, communications and records dealing with the
37 processing of the grievance kept separate from the assessment file
38 of the participants.
39
40 (4) No reprisals of any kind shall be taken against any participant in
41 the grievance procedures by reason of such participation.
42
43 (5) Sample forms shall be made available to all persons by the
44 Superintendent.
45
46 (6) The number of days of each level shall be considered a maximum
47 except when extended in writing by mutual consent.

- 1
2 (7) If an individual does not file a grievance within ten (10) days after
3 becoming aware of the act or condition on which the grievance is
4 based, or after a reasonable person under similar circumstances
5 should have become aware of such act or condition, then the
6 grievance shall be considered to have been waived.
7
8 (8) Failure of the grievant to appeal the grievance to the next level
9 within five (5) days shall be deemed to be acceptance of the
10 decisions rendered at that level. *Amended 6/28/94*
11
12 (9) The grievant and his representative shall have the right to be
13 present at any and all levels.
14
15 (10) No employee, including probationary or substitute employee
16 (OPS), may use the grievance procedure in any way to appeal
17 discharge or a decision by the Superintendent not to renew his
18 contract. *Amended 6/28/94*
19
20 (11) Failure at any step of this procedure to communicate the decision
21 on a grievance within the specified time shall permit the grievant to
22 appeal at the next step of this procedure.
23

24 B. Procedure for Resolving Grievances

25 For individual grievances, the following procedures shall apply in the
26 order specified below:
27

28 Level 1 - The grievant shall discuss the grievance with the principal
29 or worksite supervisor for the purpose of resolving the
30 grievance. If satisfactory results are not obtained within
31 five (5) days, then
32

33 Level 2 - The grievant may file the grievance by submitting a written
34 "Statement of Grievance" on a form (FC-120-183) provided
35 by the School Board with the Assistant Superintendent of
36 Personnel and Administrative Services, and a copy to any
37 representative of his choice. It shall include the name of
38 the employee involved, the facts giving rise to the
39 grievance, the identity by appropriate reference of all rules
40 or policies alleged to be violated, the contention of the
41 employee with respect to those provisions, and the specific
42 relief requested. The Assistant Superintendent of Personnel
43 and Administrative Services shall respond in writing within
44 five (5) days. Copies shall be sent to any representative
45 designated by the grievant.
46

47 Level 3 - If the grievant is not satisfied with the disposition of the

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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.

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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.

- 1 C. The Student Code of Conduct will be enforced for students at all extra-
2 curricular activities. Offenses pertaining to alcohol, drugs, fighting, and
3 direct and willful disobedience will be strictly enforced.
4
- 5 D. No child under age 8 will be admitted to an event without an
6 accompanying adult.
7
- 8 E. No alcoholic beverages will be permitted on the property, including the
9 parking lot.
10
- 11 F. No one under the influence of alcoholic beverages will be admitted to
12 events.
13
- 14 G. Anyone leaving the game and going outside the gates must purchase
15 another ticket to re-enter.
16
- 17 H. The gates will not be opened at any time for free admission.
18
- 19 I. Those persons out of uniform and authorized to be on sidelines at football
20 games (press, photographers, student managers, assistant coaches, etc.)
21 must display a sideline pass to be worn around the neck.
22
- 23 These passes will be issued by the school with a list given to the law
24 officer in charge. Anyone out of uniform without a pass will not be
25 permitted to remain. NO EXCEPTIONS.
26
- 27 J. Profane, abusive language, or language or actions in the opinion of the
28 administrator, or law officers on duty, are likely to incite riot or provoke
29 trouble will not be permitted. Such actions will lead to ejection from
30 property, and such other actions as deemed necessary.
31
- 32 K. Upon receipt of a police report notifying the School Board of the ejection
33 of any person under these rules, the School Board shall decide if such
34 actions by a fan merits further discipline. If further action is merited, the
35 Board will notify the fan of date, time and place of hearing, Party may be
36 subject to civil action or barred from attending any school function for any
37 length of time deemed necessary.
38
- 39 L. Violation of these rules by Osceola County fans at out-of-county high
40 school events may also lead to a School Board Hearing for disciplinary
41 action.
42

43 Auth: 230.22, F.S.

44 Imple: 230.23 (13)a, 230.23 (14)
45
46
47

1 3.18 CONTRACTED EDUCATIONAL SERVICES

2
3 Organizations and institutions may apply for contracted educational services from
4 the School District of Osceola County, Florida, under the guidelines of the State's
5 General Appropriations Act of 1987. Both the School District and the institution
6 must agree on other supplies, consumables, lab materials, and textbooks as
7 necessary. Both parties must agree that the education program manager is to be
8 responsible for coordination of the education program, is to conduct the selection
9 and evaluation of the instructional personnel, and is to collaborate in developing
10 operational procedures for efficient management of the educational program.
11 Amended 7/23/91

12
13 3.19 HAZARDOUS WORKING CONDITIONS OF MAINTENANCE EMPLOYEES
14 *Revised and moved from Section 3.10 on 6/29/93*

15
16 The hazards of maintenance employees entering confined spaces as defined herein
17 are recognized by maintenance management. This policy and the associated
18 procedure is intended to guide all maintenance employees who encounter a
19 confined space in the process of carrying out a repair or replacement. It is the
20 policy of the School Board to contract specialized work when the nature of the job
21 required skills or equipment not available in-house. Entry into confined areas of
22 unknown air quality involves hazards requiring specially trained personnel and
23 equipment. When either of these requirements cannot be met, the job, or that
24 portion of the job shall be referred to the Director of Maintenance for re-
25 assignment to a qualified contractor.

26
27 A. When qualified personnel and the appropriate equipment are available in-
28 house, the following mandatory procedure must be followed.

29
30 B. Confined Area: A space which by design has limited openings for entry
31 and exit, unfavorable natural ventilation, which could contain or produce
32 dangerous air contaminants, and which is not intended for continuous
33 employee occupancy. Confined spaces encountered by maintenance
34 employees include but not limited to manholes, sewers, pump wells, deep
35 pits, boilers, tanks (including new tanks) or other man-made closed
36 containers. Some attics and crawl spaces may also fit the description of a
37 confined space. There shall be no smoking within a 20-foot entrance or
38 exit or a confined space. There shall be no smoking in a confined space.

39
40 NOTE: IT IS IMPERATIVE THAT ALL TRADES FOREMEN AND
41 TRADESMEN BE ALERT AS TO WHAT CONSTITUTES A
42 CONFINED SPACE WITH THE ATTENDANT HAZARDS.
43 RECOGNIZING THE DANGER IS THE FIRST STEP IN AVOIDING
44 ACCIDENTS OF THIS TYPE.

45
46 C. (1) Training - all employees attempting to perform work in a confined
47 space shall be certified in the required safety precautions, the use

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1 of air quality test equipment and emergency rescue equipment.
2 Certification is by satisfactory completion of an appropriate course
3 conducted by the National Safety Council or other organization
4 approved by Maintenance management.
5

6 (2) Equipment - The following equipment, as a minimum, shall be
7 available at the site before entry is attempted:
8

- 9 a. Air supplied hood
- 10
- 11 b. Clean air pump
- 12
- 13 c. Air pump supply hose (100') for #2b
- 14
- 15 d. Personal oxygen monitor
- 16
- 17 e. External sensor with 20' capable for #4b
- 18
- 19 f. Combustible gas indicator
- 20
- 21 g. Toxic gas indicator
- 22
- 23 h. Harness, full body
- 24
- 25 i. Lifeline (1/2" rope) 100' for #8h
- 26
- 27 j. Ventilating equipment - blower fan
- 28
- 29

30 (3) Pre-entry tests - Pre-entry tests shall be conducted for toxic gases,
31 combustible gases, and oxygen levels by remote means before
32 entry is attempted.
33

34 NOTE: All confined areas are to be considered lethal prior
35 to the testing.
36

- 37 a. Unlock and/or open the access door (from an upwind
38 position for sewer manholes) and place or lower the air
39 quality instruments into the confined space.
40
- 41 b. If the instruments indicate there are no excessive levels of
42 toxic, lethal, or combustible gases, set up a ventilation
43 blower (fan) and direct the blower into the space for a
44 minimum of 15 minutes.
45
- 46 c. If toxic, lethal, or combustible gases are present or if the
47 oxygen level is below 19.5 % the area shall not be entered

1 and Director of Maintenance notified.

2
3 (4) Entry - one (1) person may enter the confined space wearing a full
4 body harness with attached rope. This rope shall not be attached
5 lower than the shoulder blades. An air supply hood may be
6 ordered by the foreman. A second individual (rope person) must
7 hold the rope attached to the worker entering the confined area.
8 This person shall have no other duties assigned while he is in this
9 position. The person entering the space shall carry no tools, they
10 shall be lowered to him later. If the confined area is being entered
11 from the top, a winch shall be available at the site to effect rescue
12 in the event of an emergency.

13
14 a. If the confined area is out of sight of the entrance i.e., a
15 passageway, radio contact must be maintained with the
16 person entering the area.

17
18 b. When air quality in the confined space shows excess levels
19 (as in #3c), the Director of Maintenance shall arrange for
20 qualified, trained assistance. When the work is completed,
21 and employees evacuated, the area shall be sealed and
22 locked. The Director of Maintenance shall, depending on
23 the circumstances, arrange to have the source of
24 contamination located and corrected immediately or as a
25 separately scheduled, project.

26
27 (5) If an emergency rescue is necessary, use the following procedure:

28
29 a. Call or send for help as soon as an emergency condition is
30 recognized.

31
32 b. If the person in the space is unable to return to safety, the
33 rope person, positioned above, is to secure the end of the
34 rope and use a lifting device, winch, come-a-long, etc., to
35 pull, lift, or remove the stricken employee from the
36 confined space. When the person has been removed, the
37 rope person shall assess the nature of the injury and begin
38 first aid.

39
40 c. The rope person is not to enter the confined area without a
41 "top" person at the entrance. The rope person or other
42 rescuer is not to enter the confined area without a harness,
43 scuba gear and a new rope person.

44
45 d. Maintenance workers shall be required to use provided
46 safety equipment in accordance with established safety
47 procedures.

1
2 3.20 TRESPASS UPON FACILITY OR SCHOOL OF THE OSCEOLA COUNTY
3 SCHOOL DISTRICT *Adopted 1/18/94*
4

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

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amended.); or

(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 & 07/01/02

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

1 system is an electronic highway which connects thousands of computers
2 all over the world and millions of individual subscribers. The term
3 "network" may include electronic mail, worldwide web browsing, or any
4 method of connecting with other computer equipment. All personnel
5 having authorization to use the network will have access to a variety of
6 information. *Amended 6/27/00*
7

8 B. Some material on the network might not be considered to be of
9 educational value in the context of the school setting. In addition, some
10 material, individual contacts or communications may not be suitable for
11 school-aged children. The District views information retrieval from the
12 network in the same capacity as information retrieval from reference
13 materials identified by schools. Specifically, the District supports
14 information retrieval from the network which enhances the research and
15 inquiry of the learner and which faculty and staff direct. The District
16 network will filter inappropriate material. At each school, each student's
17 access to use of the network will be under the teacher's direction and
18 monitored as a regular instructional activity.
19

20 C. The District cannot prevent the possibility that some users may access
21 material that is not consistent with the educational mission, goals and
22 policies of the District. This is particularly possible since access to the
23 Network may be obtained at sites other than school.
24

25 D. At each school and facility owned or operated by the District, notices shall
26 be conspicuously posted that state the following:
27

28 Users of the data network system of the School District of
29 Osceola County are responsible for their activity on the
30 network. The School District has developed a data network
31 acceptable use policy. All users of the network are bound
32 by that policy. Any violation of the policy will result in the
33 suspension of access privileges or other disciplinary action,
34 including student expulsion and employee dismissal.
35 School Board Rules of Osceola County, 3.21.
36

37 E. The use of the Network shall be consistent with the mission, goals,
38 policies, and priorities of the District. Successful participation in the
39 Network requires that its users regard it as a shared resource and that
40 members conduct themselves in a responsible, ethical, and legal manner
41 while using the Network.
42

43 Any use of the Network for illegal, inappropriate, or obscene purposes, or
44 in support of such activities, will not be tolerated. For compliance with
45 the requirements of the Elementary and Secondary Education Act (ESEA)
46 and the Children's Internet Protection Act (CIPA), please see Appendix D,
47 entitled "Student Internet Use Procedures." *Amended 6/19/01, 07/01/02*

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

- (1) Violating the conditions of *The Code of Ethics and Principles of Professional Conduct of the Education Profession of Florida* dealing with student's rights to privacy, employee rights to privacy, or violating any other section of the Code;
- (2) Using, accessing, visiting, downloading, or transmitting inappropriate material, messages or images such as pornography, profanity or obscenity;
- (3) Reposting personal communications without the author's consent;
- (4) Copying, sending (uploading) or receiving (downloading) commercial software in violation of copyright law or other copyright protected or trademarked material;
- (5) Using the Network for financial gain or for any commercial or illegal activity;
- (6) Using the Network for political advertisement or political activity;
- (7) Taking any actions that affect the ability of the District to retrieve or retain any information contained on the computer equipment, in the data network system or acting to modify any software or any data without specific written permission;
- (8) Transmitting any student identifying information over the data network system, except as specifically authorized by Florida law and as part of the approved educational program directly related to an approved curriculum component;
- (9) Creating and/or forwarding advertisements, chain letters, mass mailings, get rich quick schemes, and pyramid schemes to individual mailboxes and/or mailing lists;
- (10) Gambling or conducting any illegal activity;
- (11) Posting personal views on social, political, religious or other non-business related matters; and
- (12) Creating and/or forwarding messages, jokes, etc., which violate School Board harassment policies and/or create an intimidating or hostile environment.

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

5
6 G. Employees may use the "Classified Ad" section of the e-mail system to
7 advertise personal items and garage or yard sales. The e-mail system shall
8 not be used to advertise a commercial business. The Superintendent shall
9 develop guidelines for the use of classified ads. *Adopted 6/19/01*

10
11 H. When official business of the District is conducted via e-mail, a copy of
12 the e-mail including attachments, must be retained in paper form in
13 accordance with the Florida Public Records law and the District Records
14 Management Manual. However, a duplicate copy of an existing printed
15 record is not required. *Adopted 6/27/00, Amended 07/01/02*

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

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

27
28 K. The School District reserves the right to monitor and/or retrieve the
29 contents of e-mail messages for legitimate reasons such as, but not limited
30 to, ensuring the integrity of the system, complying with investigations of
31 wrongful acts or recovering from a system failure. *Adopted 6/19/01*

32
33 L. Passwords issued to School District employees are confidential, and in
34 order to maintain network security, employees shall:

- 35
36 • Change passwords at least four (4) times a year, or whenever the
37 employee feels his/ her password may have been compromised;
- 38
39 • Use passwords that contain letters and numbers and that are
40 difficult to guess; and
- 41
42 • Type in passwords at each log-in.

43
44 Employees shall NOT share passwords and shall NOT set passwords to an
45 automatic log-in mode. *Adopted 07/01/02*

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

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3.22 CHARTER SCHOOLS *Adopted 9/17/96*

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

A. Purpose

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

B. Application

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

1 (2) Deadline for Application All completed applications must be
2 received in the Superintendent's office by October 1 of each
3 calendar year, no later than 5:00 p.m., for schools which are
4 intended to operate at the beginning of the next school year or
5 which intend to be open at a time agreed to by the applicant and the
6 School Board. All applications will be date stamped when they are
7 received. The applicants may withdraw the application at any time
8 before the decision of the School Board. *Amended 6/16/98 &*
9 *6/27/00*

10
11 (3) Public Hearing A public hearing must be held to insure
12 community input prior to the approval of Charter applications and
13 the Charter Contract.

14
15 (4) Department of Education The Department of Education (DOE)
16 shall provide information regarding Charter Schools. The DOE
17 may also provide technical assistance to applicants upon written
18 request.

19
20 (5) Application Form An application to the School Board to sponsor a
21 Charter School must be on the form promulgated by the
22 Superintendent which is incorporated by reference into this rule.
23 The application must include a worksheet for Charter School
24 Budget Estimates, which is incorporated by reference into this rule.
25 The application must be verified (notarized) and include any
26 additional requirements provided for in this School Board rule. If
27 the Superintendent has not promulgated an application form which
28 is approved by the School Board, the application form promulgated
29 by the DOE shall be used by applicants, it is also incorporated by
30 reference into this rule. *Amended 6/16/98*

31
32 The application will contain a statement from the applicant
33 stipulating the applicant is aware of the Sunshine Law
34 requirements for public meetings and agrees to comply with those
35 provisions as of the date the application for a charter school is
36 approved by the School Board. *Adopted 6/27/00*

37
38 (6) Background Information The applicants must provide the School
39 Board with background information on each applicant and any
40 other individuals who will be involved with the organization and
41 operation of the Charter School. The applicants and such
42 individuals must provide fingerprints and information required
43 herein and written permission to the School Board to conduct any
44 background checks. The Charter School must disclose background
45 information with regard to related entities and predecessor entities,
46 including background information of the shareholders, directors,
47 officers, etc. of these entities and the litigation history of these

1 entities. The Charter School must elect to be either a private or
2 public employer.

3
4 C. Charter Contract

5
6 The Charter Contract will include by reference all information submitted
7 to the School Board on the application. A Charter Contract Form is
8 incorporated by reference into this rule and will be maintained by the
9 Superintendent. The Charter Contract must contain the provisions of the
10 Charter School Form, unless a deviation from items not required by the
11 Charter School Legislation is within the best interest of the School District
12 as a whole. The Charter Contract must include the following agreements:
13 *Amended 6/16/98*

14
15 (1) The Charter School shall organize as or be operated a non-profit
16 organization. The shareholders, directors, officers, or other such
17 individuals including persons providing information required in
18 B(6) and shall not change without the written approval of the
19 School Board. *Amended 6/16/98*

20
21 Except in cases of emergencies, the Charter School will notify the
22 Superintendent of all meetings seven days in advance of such
23 meetings. The Charter School will provide the Superintendent
24 with copies of the minutes of all meetings. *Adopted 6/27/00*

25
26 (2) Any contract entered into between the Charter School and a third
27 party must provide that the third party contractor is not a public
28 employee and is not entering into a contract with the School Board
29 of Osceola County, Florida.

30
31 (3) The Charter School must provide insurance which is acceptable to
32 the School Board, Superintendent, and School District Risk and
33 Benefits Management Department. The Charter School must
34 maintain appropriate levels of commercial general liability
35 insurance, automobile liability insurance, worker's compensation
36 insurance, and professional liability insurance. The School Board
37 of Osceola County, Florida must be listed as an additional named
38 insured on these policies. The Charter School must notify the
39 School Board of any changes in insurance coverage.

40
41 (4) The School Board of Osceola County, Florida will not be held
42 liable for any claim, action, damage, injury, liability, cost or
43 expense of any kind whatsoever including, but not limited to
44 attorneys' fees and court costs arising out of injury to a person or
45 property damage as a result of any acts, including negligence of the
46 Charter School or its agents, employees, invitees, or contractors.

1 The Charter School will indemnify and hold the School Board
2 harmless for any such claims.

- 3
4 (5) The Charter Schools shall be opened to any student residing in the
5 School District. Nevertheless, a Charter School may specialize in a
6 certain area, as described in the Charter School legislation, but it
7 cannot discriminate according to race, color, or creed. The Charter
8 School must provide equal opportunity for exceptional education
9 students and limited English proficient students.

10 *Amended 6/16/98*

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

- 20
21 (7) An administrative fee charged by the School District to a Charter
22 School shall be equal to the actual cost of administering the
23 contract or 5% of the available Charter School funds, whichever is
24 less. This fee may be charged by the School Board each month and
25 may be withheld from any payments made to the Charter School.

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

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

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(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. After January 1, 2001, a Charter School shall utilize facilities which comply with the Florida Building Code, Chapter 553, and the Florida Fire Prevention Code, Chapter 633. The Charter School must specify the facilities to be used and their location, unless the School Board approves the Charter Contract prior to the identification of the facilities. If this occurs, the Contract should be amended to indicate the facilities when they have been identified. 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. *Amended 6/16/98 & 6/27/00*

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

(12) If the Charter School non-renews or terminates the Charter Contract, it must notify the School District in writing ninety days prior to the date of termination. The Charter School organization shall reimburse the School Board for all costs incurred by the School Board as a result of the termination. *Amended 6/16/98*

(13) The Charter School shall be accountable to the School Board with regard to all obligations under the Charter Contract, State and

1 Federal law. The Charter School will provide the School Board
2 with documentation as reasonably requested by the School Board.
3 The Charter School shall be subject to an annually financial audit
4 similar to that of the School District. The audit shall be conducted
5 by an independent financial auditor, the Auditor General, or a
6 School Board auditor. The Charter School shall bear all costs of
7 such audit.

- 8
- 9 (14) The Charter School must meet all applicable State and local health,
10 safety and civil rights requirements.
- 11
- 12 (15) The Charter School shall not violate the Anti-Discrimination
13 Provisions of the Florida Statutes. The Charter School must be
14 non-sectarian in its programs, admissions policies, employment
15 practices, and operations.
- 16
- 17 (16) The parties to the Charter Contract shall agree that any conflict
18 arising out of the Charter School Contract shall proceed to non-
19 binding mediation. If a settlement is not reached, any action will
20 be governed under the laws of Florida and the venue for such
21 action shall be Osceola County, Florida.
- 22
- 23 (17) The Charter School must provide for the transportation of students
24 consistent with the Charter School Legislation and the
25 requirements of chapter 234, Florida Statutes.
- 26
- 27 (18) The Charter School must provide measurable academic goals to be
28 achieved and a method they will use to evaluate the progress of the
29 students toward those goals. The School Board may conduct an
30 independent evaluation of the goal achievement.

31

32 D. School Board Determination

33

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

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1 E. Operation of the Charter School

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

5
6 (1) Each Charter School must operate in accordance with the Charter
7 Contract and shall be exempt from statutes of the Florida School
8 Code, except those specifically applying to Charter Schools
9 pertaining to the provision of services to students with disabilities,
10 pertaining to civil rights and those pertaining to student's health,
11 safety, and welfare, or as otherwise required by the Charter School
12 Legislation or State or Federal law. The Charter School shall not
13 be exempt from Chapter 119 and section 286.011, Florida Statutes,
14 relating to public records, public meetings, public inspection and
15 penalties. *Amended 6/27/00*

16
17 (2) Student records for those students attending a new Charter School
18 can only be released to the Charter School if the Charter School
19 provides written permission from the student or the student's
20 parent or legal guardian in accordance with the Florida Statutes.

21
22 (3) The Superintendent will monitor the progress of each Charter
23 School and review the Charter School in its progress toward the
24 goals established in the Charter. Student records created by the
25 Charter School shall be open to the Superintendent in order to
26 monitor the progress of the school. The Superintendent shall also
27 monitor the revenues and expenditures of the Charter School. The
28 Superintendent shall monitor whether the Charter School is
29 innovative and consistent with the State education goals
30 established by section 229.591, Florida Statutes. The
31 Superintendent will make recommendations to the School Board
32 regarding the progress of each Charter School.

33
34 F. Accreditation

35
36 Charter Schools shall obtain accreditation by the Southern
37 Association of Schools and Colleges (SACS) within three
38 (3) years of their initial opening. *Adopted*
39 *6/19/01*

40
41 3.23 BUILDING CODE ENFORCEMENT PROGRAM, *Adopted 07/01/02*

42
43 A. OBJECTIVE

44
45 The objective of this policy is to establish and implement a plan review,
46 inspection, and building code enforcement program for the School District
47 of Osceola County to protect the public's life, safety, health, and welfare in

1 the built environment. The program shall be administered through review
2 of plans and specifications and on-site construction inspections to ensure
3 compliance with adopted codes and standards.
4

5 **B. AUTHORITY**
6

7 Specific authority authorizing a building code enforcement program is
8 found in sections 235.26 and 553.80 (6), F.S. Other authority is found
9 generally in chapters 235 and 553, F.S.; section 423(2)(f), Florida Building
10 Code; rules 9B-3.047 and 6-2.001, Florida Administrative Code.
11

12 **C. POLICY**
13

14 1. General. All public educational and ancillary plants constructed by
15 the Osceola County School Board must conform to the Florida
16 Building Code and the Florida Fire Prevention Code.
17 §235.26(2)(a). Is it unlawful for any person, firm, corporation, or
18 governmental entity to construct, erect, alter, modify, repair, or
19 demolish any building within this state without first obtaining a
20 permit therefore from the appropriate enforcing agency and
21 payment of reasonable fees adopted by the enforcing agency.
22 §553.79(1). A local school board is considered a “local
23 enforcement agency” with jurisdiction to make inspections of
24 buildings and to enforce the codes which establish standards for
25 design, construction, erection, alteration, repair, modification, or
26 demolition of buildings over which they have jurisdiction.
27 §553.71(5). The board shall coordinate the planning of projects
28 with state and regional regulatory and permitting agencies as
29 applicable.
30

31 2. Creation of Building Department. A building department under a
32 building official is hereby created. The general duties of the
33 building department shall be to review or cause to be reviewed
34 plans for compliance with the standards of the Florida Building
35 Code; coordinate with the local fire marshal to ensure compliance
36 with the Florida Fire Prevention Code; process or cause to be
37 processed building permits and ensure their compliance with the
38 Codes; conduct or cause to be conducted required supervision and
39 inspection of work performed to ensure compliance with the
40 Codes; issue or cause to be issued building permits; and enforce or
41 cause to be enforced all provisions of the Florida Building Code
42 and the Florida Fire Prevention Code relating to educational
43 facilities within the jurisdiction of the Osceola County School
44 Board.
45

46 3. Options for Compliance. Notwithstanding the creation of an in-
47 house building department above, section 235.017, F.S., provides

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options for plan review services and inspections. The board is hereby authorized to choose an option or combination of the following options:

- (a) The board may individually or cooperatively provide review services under the insurance risk management oversight through the use of board employees or consortia employees, registered pursuant to chapter 471 or chapter 481, F.S.;
- (b) The board may elect to review construction documents using their own employees registered pursuant to chapter 471 or chapter 481, F.S.;
- (c) The board may submit phase III construction documents for review to the Department of Education;
- (d) The board may contract for plan review services directly with engineers and architects registered pursuant to chapter 471 or chapter 481, F.S. §235.017, F.S. Acquisition of such services shall not violate section 287.055, F.S., regarding professional services.

4. Building Official and Personnel. The board is hereby authorized to employ a chief building official or inspector and such other inspectors, who have been certified pursuant to Part XII of Chapter 468, F.S., and such other personnel as are necessary to administer and carry out the duties of this policy. In addition to, or in lieu of, hiring a building official, the board may utilize local government building department inspectors who are certified by the Department of Education to enforce the provisions of this policy. §235.26(3).

5. Day Labor Projects. Any one construction project estimated to cost \$200,000 or less where board employees or contracted labor provide the work are subject to the same building and life safety codes as new construction. Florida Building Code §423(2)(e).

6. Routine Maintenance. Maintenance projects are subject to the same building and life safety codes as new construction. Chapter 489, F.S., exempts the board from using licensed general contractors for projects up to \$200,000 where bona fide board employees provide the work. Maintenance projects over \$200,000 which include construction, renovation, and/or remodeling shall be reviewed for compliance with code. Florida Building Code §423(2)(f).

- 1 7. Annual Facility Maintenance Permits. Annual facility maintenance
2 permits may be used to facilitate routine maintenance, emergency
3 repairs, building refurbishment, and minor renovations of systems
4 or equipment. The amount expended for maintenance projects may
5 not exceed \$200,000 per project. A facility maintenance permit is
6 valid for one year. A detailed log of alterations and inspections
7 must be maintained and annually submitted to the building official.
8 The building official retains the right to make inspections at the
9 facility site as he or she considers necessary. Code compliance
10 must be provided upon notification by the building official. If a
11 pattern of code violations is found, the building official may
12 withhold the issuance of future annual facility maintenance
13 permits. §553.80(6)(d), F.S.
14
15 8. Records. The board shall maintain a record of the project's
16 completion and permanent archive of phase III construction
17 documents, including any addenda and change orders to the
18 project. The board shall provide project data to the Department of
19 Education upon request.
20

21 D. DESIGN

22
23 Design professionals shall be responsible for the design of the project in
24 accordance with the appropriate adopted codes and standards. If the level
25 of work requires the involvement of a design professional as described in
26 Chapters 471 and 481, F.S., the construction documents and specifications
27 must be signed and sealed by the architect and engineer of record.
28 Architects, engineers, or School District of Osceola County design
29 professionals shall prepare documents in accordance with the requirements
30 of the Florida Building Code.
31

32 E. PLAN REVIEW AND APPROVAL PROCESS

- 33
34 1. General. Construction documents shall be reviewed by the
35 Building Department in the manner required by sections 235.017
36 and 553.80(6), F.S. Plans for the construction, renovation,
37 remodeling, demolition, lease, or lease-purchase of any educational
38 or ancillary plants or day labor project may not be approved unless
39 these plans conform to the requirements of the Florida Building
40 Code and the Florida Fire Prevention Code. §235.26(2)(c).
41
42 2. Review Options. As an option to the board providing plan review
43 and inspection services, the board may use local government code
44 enforcement offices who will only charge fees for actual labor and
45 administrative costs for the plan review and inspection. The board
46 may submit plans to the Department of Education for approval of
47 any project where the board undertakes the construction,

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renovation, remodeling, purchasing, or lease-purchase of any educational plant or ancillary facility, the cost of which exceeds \$200,000.

3. Personnel. The board shall use personnel or contract providers certified under part XII of Chapter 468, F.S., to perform the plan reviews, or may utilize one of the options provided in section 235.017. §553.80(6)(a); Florida Building Code §423(2)(b). The building official is responsible for ensuring that any person conducting a plan review is qualified as a plans examiner under part XII of chapter 468, F.S. §553.73(5).

4. Criteria for Plan Review. In reviewing plans for approval, the following items shall be taken into consideration:

- (a) the need for the new facility,
- (b) the educational and ancillary plant planning,
- (c) the architectural and engineering planning,
- (d) the location on the site,
- (e) plans for future expansion,
- (f) the type of construction,
- (g) sanitary provisions,
- (h) conformity to Florida Building Code standards,
- (i) the structural design and strength of materials proposed to be used,
- (j) the mechanical design of any heating, air-conditioning, plumbing, or ventilating system, typical heating, ventilating, and air-conditioning systems preapproved by the department for specific applications may be used in the design of educational facilities,
- (k) the electrical design of educational plants,
- (l) the energy efficiency and conservation of the design,
- (m) life-cycle cost considerations,
- (n) the design to accommodate physically handicapped persons,
- (o) the ratio of net to gross square footage,
- (p) the proposed construction cost per gross square foot, and
- (q) conformity with the Florida Fire Prevention Code, §235.26(5)(b).

5. Procedure. After all documents are reviewed, comments will be returned with appropriate references. A Letter of Code Compliance will be issued upon resolution of all outstanding comments.

1 F. PERMITTING

2
3 1. General. It is unlawful to construct, erect, alter, modify, repair, or
4 demolish any building within the Board's jurisdiction without first
5 obtaining a permit from the Building Department, upon payment of
6 a reasonable fee by the applicant. The Building Official shall issue
7 a permit to construct, erect, alter, modify, repair, or demolish any
8 building or structure only when the plans and specifications
9 comply with the provisions of the Florida Building Code and the
10 Florida Fire Prevention Code and the Life Safety Code. No permit
11 may be issued for construction, erection, alteration, modification,
12 repair, or demolition of any building or structure until the building
13 official or inspector has reviewed the plans and specifications for
14 such proposal and found the plans to be in compliance with the
15 Florida Building Code. A permit may not be issued for
16 construction, erection, alteration, modification, repair, or
17 demolition of any building until the appropriate fire safety
18 inspector certified pursuant to §633.081, F.S., has reviewed the
19 plans and specifications for such proposal and found that the plans
20 comply with the Florida Fire Prevention Code and the Life Safety
21 Code. Any building or structure that is not subject to a fire safety
22 code shall not be required to have its plans reviewed by the fire
23 safety inspector. §553.79(2).

24
25 A permit may be revoked upon a determination that the
26 construction, erection, alteration, modification, repair, or
27 demolition of the building is in violation of, or not in conformity
28 with, the provisions of the Florida Building Code. §553.79(1).

29
30 2. General Procedure for Permit Application. The general
31 contractor/construction manager (GC/CM) shall apply for the
32 permit. Any School District of Osceola County department
33 providing construction/maintenance services for either themselves
34 or another School District of Osceola County entity shall also be
35 required to obtain a permit when required by the Florida Building
36 Code. The specific permit application procedure is set forth under
37 separate document titled "PERMIT APPLICATIONS."

38
39 3. Permit Application Review. The Building Official must ensure
40 that the construction documents submitted with the permit
41 application are reviewed for compliance with all applicable codes
42 and standards. Once reviewed, the plans and specifications must
43 be stamped "Reviewed for Compliance", then signed and dated by
44 the Building Official. If the review requires the involvement of a
45 design professional as described in Chapters 471 and 481, F.S.,
46 these documents must be signed and sealed by the Architect or
47 Engineer of Record. If the review does not require the

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involvement of a design professional and no professionals were involved in the preparation of the documents, the documents must be prepared and signed by the licensed contractors, including state license numbers.

4. Threshold Buildings. No building permit may be issued for construction of a threshold building, as defined in 553.071(7), F.S., except to a licensed general contractor or licensed building contractor, as defined in section 489.105(3), F.S. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management, and control of the construction activities on the project for which the building permit was issued. §553.79(8), F.S. Review of documents relating to threshold buildings shall be in the manner provided in section 553.79(7), F.S.

5. Issuance of Building Permit. A building permit will be issued if the following conditions are met:

- (a) The construction documents have been reviewed and approved for compliance with all applicable codes and standards;
- (b) The construction documents have been stamped “Reviewed for Compliance”, signed and dated by the Building Official;
- (c) The Building Official is provided a copy of the state license for the applicant and for each of the other contractors and is satisfied with the licenses;
- (d) The construction documents have been reviewed and approved by the local fire marshal and a stamped set of construction documents are received by the local fire marshal;
- (e) If review and approval by the Florida Department of Environmental Protection is required, a copy of FDEP's approval letter shall be attached to the building permit application;
- (f) The civil engineer of record certified that the project, as designed, complies with the FEMA criteria for flood plain management included in CFR Title 44, Chapter 1, Part 60;
- (g) For threshold buildings, the building department has secured the structural inspection plan from the architect or engineer of record in accordance with section 553.79(5)(a),

1 F.S. and all relevant provisions of sections 553.79(5) and
2 (7) have been complied with;
3
4

5 (h) If the documents must be reviewed and approved by the
6 water management district, a copy of the approval
7 documents must be attached to the building permit
8 application;
9

10 (i) If the documents must be reviewed and approved by the
11 Osceola County Health Department, a copy of the approval
12 documents must be attached to the building permit
13 application;
14

15 (j) Building permits for the demolition or renovation of an
16 existing structure must contain an asbestos notification
17 statement which indicates the owner's or operator's
18 responsibility to comply with the provisions of section
19 469.003, F.S., and to notify FDEP of the intention to
20 remove asbestos, when applicable, in accordance with state
21 and federal law;
22

23 (k) The applicant has complied with the permit applications
24 procedure and this policy. The applicant shall be the permit
25 holder;
26

27 (l) The building permit must include on its face, or attached to
28 the permit, the following statement: "NOTICE: In addition
29 to the requirements of this permit, there may be additional
30 restrictions applicable to this property that may be found in
31 the public records of this county, and there may be
32 additional permits required from other governmental
33 entities such as water management districts, state agencies,
34 or federal agencies."
35

36 The building permit becomes effective when signed and
37 dated by the Building Official. The permit will become
38 invalid and revoked unless the work authorized by the
39 permit is commenced within six months after its issuance.
40 The permit shall become invalid if the work authorized by
41 the permit is suspended or abandoned for a period of six
42 months after the time the work commenced.
43

44 The permit holder shall comply with the separate
45 instructions titled "BUILDING PERMIT -
46 SUPPLEMENTAL INSTRUCTIONS" which will
47 accompany the permit.

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G. INSPECTION

The building official or designee shall supervise and shall periodically inspect the construction project during each phase of construction to determine compliance with the state requirements for educational facilities. §235.26(2)(a). The board shall use personnel or contract providers appropriately certified under part XII of chapter 468 to perform the inspections required by the code. §553.90(6). The building official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under part XII of chapter 468, F.S., § 553.73(5). This provision shall not be interpreted in any manner that implies that the building official or designee controls or directs the work performed by any contractor on the project.

The GC/COM, or any School District of Osceola County department (“Department”) providing construction/maintenance services for either themselves or another School District of Osceola County, shall meet with the Building Official or designee to develop a building inspection plan/schedule to facilitate appropriate inspections to coincide with the project construction schedule. The GC/CM or Department shall be responsible for scheduling all required inspections in accordance with the plan developed. Subsequent construction may not proceed until the previous inspection has been completed and approved. Inspectors shall be granted permission to perform any additional inspections as they deem necessary to ensure compliance with code requirements and project documents.

1. **Threshold Buildings.** Structural inspections on threshold buildings, as defined in section 553.071(7), Florida Statutes, shall be performed in the manner described in sections 553.79(5) and 553.79(7), Florida Statutes.
2. **Inspection Procedures.** Inspections shall follow the procedures set forth in the separate document titled “INSPECTION PROCEDURES.”

H. CERTIFICATE OF OCCUPANCY

When the GC/CM, or any School District of Osceola County department (“Department”) providing construction/maintenance services for either themselves or another School District of Osceola County, believes the project is complete, the GC/CM or Department shall request issuance of a certificate of occupancy or certificate of completion (if occupancy is not an issue) from the Building Department. The certificate of occupancy will state the building is complete, constructed in accordance with the plans and specifications, and meets the minimum code requirements at the time

1 of issuance of the building permit. The State Fire Marshal and other
2 School District of Osceola County entities must inspect and certify the
3 building is substantially complete prior to occupancy of the structure.
4

5
6 Before the certificate is issued, the permit holder must meet the following
7 requirements:
8

- 9 1. A letter from the permit holder or agent requesting a certificate of
10 occupancy or certificate of completion, certifying that all code
11 violations have been corrected;
12
- 13 2. A copy of all final code inspection reports must be submitted;
14
- 15 3. A copy of the inspection approval letter from the local fire marshal
16 must be submitted;
17
- 18 4. A copy of the elevator inspection approval reports from the
19 Department of Business & Professional Regulation must be
20 submitted if applicable;
21
- 22 5. For threshold buildings, a letter signed and sealed by the special
23 inspector certifying the threshold building complies with the
24 permitted documents and the shoring and reshoring complies with
25 shoring and reshoring plans submitted;
26
- 27 6. A letter signed and sealed by the engineer of record that the
28 structure, as constructed, meets or exceeds the flood plain criteria
29 defined in the FEMA document 44 CFR, Part 60;
30
- 31 7. Copies of any other certifications by the architect, engineer, and/or
32 contractors required by other jurisdictions such as FDEP, county
33 health unit, etc., are submitted.
34

35 The board may not occupy a facility until the project has been inspected to
36 verify compliance with statutes, rules, and codes affecting the health and
37 safety of the occupants. Verification of compliance for nonoccupancy
38 projects such as roofing, paving, site improvements, or replacement of
39 equipment may be certified by the architect or engineer of record and
40 verification of compliance for other projects may be made by an inspector
41 certified by the Department of Education or certified pursuant to chapter
42 468, F.S., who is not the architect or engineer of record. §235.26(5)(c),
43 F.S.
44

45 Prior to occupancy of a renovated building, the building department shall
46 issue a certificate of completion, which shall state the renovated portions
47 of the building are complete, constructed in accordance with the plans and

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specifications, and meets the minimum code requirements at the time of issuance of the building permit. The fire marshal and other School District of Osceola County entities must inspect and certify the renovated portions of the building are substantially complete prior to occupancy of the renovated structure.

Any fees for the services described in this section shall be borne by the project and will be billed directly to the appropriate construction account. The fee schedule shall be based on Attachment A. Additional fees as mandated by state statute shall also be included in addition to the normal fee schedule.

I. APPEALS

The Florida Building Commission may hear appeals of decisions of the building official regarding interpretations of the code. §553.77(1)(h), F.S.

3.24 NAMING OF SCHOOL BOARD BUILDINGS OR SITES, *Adopted*
07/01/02

The Board will name or rename school plants, sites, or facilities by a vote of the Board. Names for new schools shall be selected by the Board members, which shall have complete discretion and flexibility to make those choices on behalf of the people of Osceola County.

Prior to recommending a name for a school, the members of the School Board should be consulted for their recommendations. The Board shall ask the community served by the school to suggest names for consideration. Community input is desired and shall be highly valued. Board members may also offer alternative recommendations. However, in general, the Board will use the following guidelines to make a decision:

- A. Person
 - Schools shall not be named after a living person.
 - The name shall be limited to one outstanding educator, community leader, or citizen of local, state, or national repute with good moral character.

- B. Geography
 - Schools shall not be named after individual subdivisions.
 - Schools can be named after geographic features that represent a particular location.

Auth: 230.22, F.S.; Imple: 230.23(3) and 230.23(9).

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Chapter 4

Professional Support Staff

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1 **4.0 PROFESSIONAL SUPPORT STAFF**

2
3 4.1 EMPLOYMENT RULES

4
5 4.1.1 Qualifications of Professional Support Staff

6
7 A. To be eligible for appointment to any position in the School District of
8 Osceola County, a person shall be of good moral character and when
9 required by law, hold a certificate or license issued under regulations of
10 the State. No individual under the age of sixteen (16) may be employed,
11 except as provided in Board rule 6.6.8 and State Board Regulation 6A-
12 1.097. Any person rehired by the District shall file a new application and
13 meet all current job requirements. *Amended 7/23/91 & 6/27/95*

14
15 B. All prospective employees, shall have a tuberculosis skin test or, at their
16 own expense, a chest X-ray, prior to employment. Certificates verifying
17 negative TB test results are valid for up to a period of one year.
18 *Amended 6/30/92 & 6/27/95*

19
20 C. Required Medical Examinations *Adopted 6/29/93*

21
22 In the event any employee is unable to perform the essential functions of
23 the job notwithstanding attempts to provide reasonable accommodations,
24 then the School District shall have the right to require a physical, medical
25 and/or psychological examination at any time conditions indicate the need.
26 Any examination required by the School District shall be at the School
27 District's expense. An employee who refuses a physical, medical and/or
28 psychological examination when the School District directs the
29 examination may be subject to job action; including but not limited to
30 suspension or dismissal for insubordination.

31
32 D. Florida Statutes 876.05 provides that all persons who are on the payroll of
33 the School District shall be required to take an oath of office to support the
34 Constitution of the United States and of the State of Florida. The oath, as
35 amended by the United States Supreme Court, is included in the Appendix
36 to these rules.

37
38 E. All new employees, except school-based food service workers, bus
39 drivers, bus aides and professional support staff substitutes, will pay the
40 full cost of drug screening. However, for employees with start dates on or
41 after July 1, 1995, if within six (6) months, a school-based food service
42 worker, bus driver, bus aide or professional support staff substitute
43 employee is hired as an employee in a position that would have required
44 the payment of the full cost of drug screening, he/she shall reimburse the
45 District for the full cost. *Amended 7/23/91 & 6/27/95*

1 F. All new employees who are required by law to have a physical will have
2 the full cost of the physical paid by the Board. *Amended 7/23/91 &*
3 *6/27/95, Revised 6/17/97*

4
5 G. Fingerprint Processing *Amended 6/27/95, Revised 6/17/97*

6
7 All prospective employees and former employees with a break in service
8 of ninety (90) or more days shall file a complete set of fingerprints taken
9 by an authorized law enforcement officer or an employee of the School
10 District who is trained to take fingerprints. These fingerprints shall be
11 submitted to the Department of Law Enforcement for state processing and
12 to the Federal Bureau of Investigation for federal processing. *Amended*
13 *6/27/95*

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

23
24 The Superintendent shall develop procedures to implement fingerprint
25 processing of employees in accordance with this Rule and Florida Statutes.

26
27 Auth: 231.02 & 231.001, F.S.

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

38
39 I. All professional support staff positions shall require either a high school
40 diploma or a G.E.D. after July 1, 1990. Current employees without high
41 school diplomas shall be "grandfathered" and allowed to continue working
42 in their current positions.

43
44 If an area is determined to be a "critical shortage" area by the Personnel
45 Department, the Superintendent may waive this requirement by notifying
46 the School Board of the dates for such a waiver.

47 J. All applicants shall provide true and accurate information on the

1 application form when applying for a position. If inaccurate information is
2 given, the applicant may not be considered for employment until one (1)
3 year after the date of application. *Amended 6/17/97*

4
5 Any employee who is discovered to have given inaccurate, incomplete, or
6 false information on the application form shall be considered for
7 disciplinary action up to and including termination. A review panel,
8 consisting of the employee's administrative supervisor and the
9 Superintendent's designee, shall determine the appropriate disciplinary
10 action to be taken.

11 *Amended 6/30/92 & 6/17/97*

- 12
13 K. An administrator, with written approval from the Personnel Department,
14 may place a current employee into an advertised vacant position, for which
15 the employee qualifies, for a period of time not to exceed sixty (60) days.

16
17 The employee shall be called "Acting..." and shall be entitled to all
18 benefits due the position being occupied.

19
20 The administrator will recommend that the employee return to his/her
21 former status or be given the "acting" position on a permanent basis prior
22 to the close of the sixty (60) days.

- 23
24 L. All new employees are required to be members of the Florida Retirement
25 System. Before starting employment, the employee's original social
26 security card must be presented and a copy must be on file.

27 *Amended 6/27/95*

28 Auth: 230.22, F.S.

29 Imple: 230.23(5), 231.02 and 876.05, F.S., and SBR 6A-1.97

- 30
31
32 M. All employees must complete a W-4 Form to authorize proper withholding
33 of monies for income tax purposes.

- 34
35 N. All professional support staff shall meet the minimum qualifications as
36 described in the Professional Support Staff Job Description Handbook
37 upon offer of employment. *Amended 6/27/95*

38 Auth: 230.22, F.S.

39 Imple: 230.23(5), 231.02 and 876.05, F.S., and SBR 6A-1.97

- 40
41
42 O. Drug Screening *Amended 6/27/95*

- 43
44 (1) All prospective employees and former employees with a break in
45 service of ninety (90) days or more will be required to take a drug
46 screening test at the time of offer of employment and prospective
47 employees will not begin work until the negative results are

1 returned. (Substitute employees will be available in emergency
2 situations.) *Amended 6/30/92 & 6/16/98*

3
4 (2) Prior to being recommended for employment by the
5 Superintendent, each prospective employee shall be required to
6 submit a urine sample for a screening test. If the screening shows
7 the presence of an illegal drug, the sample shall then be tested by
8 the GCMS method.

9
10 (3) A prospective employee will not be hired if the results of the drug
11 screening test indicate the presence of an illegal drug, regardless of
12 the frequency or occasion. However, the prospective employee
13 may request a waiver if he/she can show a valid prescription for the
14 drug, issued by a licensed medical practitioner or if he/she can
15 provide evidence the drug was purchased pursuant to the
16 provisions of section 893.08, Florida Statutes. The Superintendent
17 or his designee shall verify the validity of the prescription or
18 compliance with the provisions of section 893.08, and consider the
19 request in light of the extent, duration and frequency of use of the
20 drug; the underlying cause for use of the drug; and any other
21 considerations relevant to the performance requirements of the
22 position for which applied.

23
24 The Superintendent's decision on any request for waiver shall be
25 final.

26
27 (4) The term "illegal drug" shall be defined as any drug listed or
28 defined as a "controlled substance" by Chapter 893, Florida
29 Statutes. *Amended 6/30/92*

30
31 (5) Applicants whose results are positive on the drug screening test
32 may not reapply for employment until one (1) year after the date the
33 results are determined.

34
35 (6) Test results are confidential medical records.

36
37 (7) Substitute employees (substitute teachers, temporary contracted
38 employees and part-time Adult Education teachers) working within
39 the past fiscal year will not be drug tested. If these employee types
40 have not worked within the past school year, drug testing will be
41 required.

42
43 (8) Substitute employees (substitute teachers, temporary contracted
44 employees and part-time Adult Education teachers) transferring to
45 full-time status will be drug tested if they have not been previously
46 tested under this rule.

1 (9) Employees returning from a Board approved leave of absence or
2 sabbatical will not be tested.

3
4 Auth: 231.001, F.S.

5
6 P. Reporting of Arrests

7
8 All employees shall report, in writing, within 48 hours to the
9 Superintendent or his/her designee, any arrests/charges placed upon them
10 involving a child or the sale and/or possession of a controlled substance.
11 In addition, any conviction, finding of guilt, withholding of adjudication,
12 commitment to a pretrial diversion program, or entering a plea of guilty or
13 Nolo Contendere for any criminal offense other than a minor traffic
14 violation within 48 hours after the final judgment shall also be reported in
15 the same manner. *Adopted 6/15/99*

16
17 4.1.2 Employment Procedure *Amended 6/27/95*

18
19 A. Appointment

20
21 (1) The selection of new appointees shall be originated by the
22 administrator of the unit in which the individual is to work, and
23 proceed through the chain of command.

24
25 (2) Application forms shall be provided by the District Office and shall
26 be filled out by the applicants to provide pertinent data for
27 evaluation. Applications and test scores remain on file for a period
28 of one (1) year. *Amended 6/29/93*

29
30 (3) Applicants must have a completed application for employment on
31 file prior to being recommended for employment by the
32 Superintendent and prior to the first day of employment. A
33 completed application shall include, but not be limited to:

34
35 a. three (3) recent reference forms (on any School District
36 forms or on company letterhead). Documented telephone
37 reference checks by the hiring administrator or supervisor
38 may be substituted on a one for one basis; and
39 *Amended 6/27/00 & 6/19/01*

40
41 b. TB test results; and

42
43 c. an official High School Diploma or GED equivalent or
44 official transcripts confirming all degrees earned.

45
46 The Superintendent may waive any of the above in extenuating
47 circumstances.

48

- 1 (4) Appointments shall be made by the Board, and notice thereof shall
2 be given to each appointee after spreading upon the minutes a
3 record of such appointment. *Amended 7/23/91*
4
5 (5) If an appointment is to a position of temporary or substitute
6 employment, the record of appointment in the Board minutes and
7 the notice of appointment shall so state. *Amended 7/23/91*
8
9 (6) Professional support staff employees shall be required to pass skill
10 proficiency tests as determined by the Superintendent. The criteria
11 for administering and scoring shall be approved by the Board.
12

13 B. Year of Service and Pay Levels *Amended 7/23/91*
14

- 15 (1) The minimum time which shall be recognized as a year of service
16 for pay purposes shall be at least one (1) day more than half of the
17 number of work days required in the year.
18
19 (2) When a year of experience is required for a level upgrade, the
20 administrator and the Personnel Department will be required to
21 verify a complete year of experience. The following rules apply for
22 Professional Support Staff upgrades:
23
24 a. Employee pay levels 10D and higher may only be upgraded
25 one level per fiscal year.
26
27 b. An employee may receive a level upgrade on or after his
28 anniversary date with the completion of an additional
29 experience year, any other level requirements and the
30 recommendation of the supervisor.
31
32 c. If an employee meets all experience level requirements and
33 is recommended for an upgrade by the supervisor, he may
34 be promoted during the same year once he meets other
35 requirements (education, training, technical skills, etc.) and
36 receives the recommendation of the supervisor.
37
38 d. Upgrades will not become effective until approved by the
39 Board and will be retroactive to the date of completion of
40 requirements described for the recommendation, the date of
41 which is not to exceed thirty (30) calendar days.
42 *Amended 6/27/95*
43

1 C. Employment Status

2
3 (1) Probationary Period

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

19
20 (2) Annual Employment *Adopted 6/28/94*

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

31
32 As used herein, reference to "annual status" or similar descriptive
33 language concerning the annual appointment, shall mean the
34 probationary status mentioned in Section 231.3605, F. S. During
35 this annual status, after successful completion of the probationary
36 period described in Section 4.1.2(C)(1) of these policies, the
37 employee may not be terminated or suspended without following
38 the procedures specified herein. However, the employee may be
39 dismissed without cause and without entitlement to the procedural
40 protection afforded herein during the probationary period described
41 in Section 4.1.2(C)(1) of these policies. *Adopted 10/4/94*

42
43 (3) Continuous Employment Status *Adopted 6/28/94*

- 44
45 a. The School Board shall provide continuous employment
46 status as prescribed herein provided there is a position

1 available at the worksite for the employee and the
2 employee:

- 3
- 4 1. Has completed three (3) years of satisfactory service
5 in the District, during a period not in excess of five
6 (5) successive years, such service being continuous
7 except for leave duly authorized and granted; and
8
 - 9 2. Has been recommended by the Superintendent for
10 continuous employment and reappointed by the
11 School Board based on successful performance of
12 duties and demonstration of professional
13 competence.
14
 - 15 3. The period of service provided herein may be
16 extended to four (4) years when prescribed by the
17 supervisor or administrator and agreed to in writing
18 by the employee at the time of reappointment.
19

20 An employee not granted continuous employment
21 status by the end of the fourth year of employment
22 shall be non-renewed. *Adopted 6/27/95*
23

24 No employment that is part time (less than 20 hours per
25 week) shall count toward eligibility. *Adopted 6/27/95*
26

- 27 b. The continuous employment status shall be effective at the
28 beginning of the fiscal year following the completion of all
29 requirements therefore.
30
- 31 c. Any employee who has previously held continuous
32 employment status in this district and returns to the District
33 may be placed on continuous employment status after
34 completing one year of satisfactory service in the district.
35
- 36 d. The continuous service status shall be continued each year
37 unless the Superintendent, after receiving a
38 recommendation from an administrator, who after
39 following Board adopted assessment procedures, charges
40 the employee with unsatisfactory performance and notifies
41 the employee in writing, no later than April 1 of the fiscal
42 year, of performance deficiencies which may result in
43 termination of employment. *Amended 10/4/94*
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e. Staff classified as bargaining unit eligible, who were employed as of November 10, 2000, and completed the probationary period were granted continuous employment status. *Amended 07/01/02*

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

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

- a. At the conclusion of one year, if the employee's performance is deemed satisfactory by the administrator or supervisor, the employee shall be granted continuous employment status.
- b. If, at any time during the year, the employee's performance fails to meet the expectations of the administrator or supervisor, the employee will be given the opportunity to return to the previously held position, if it is available. If the previously held position is not available, the employee shall be offered a similar position in the District, if such a position is available.
- c. If the employee's performance is deemed unsatisfactory in the opinion of the administrator or supervisor, and no position is available at the previous level, the employee may be non-renewed at the end of the fiscal year.
- d. An employee who returns to a previous level shall retain the employment status previously held at that level.

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

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

1 (6) Initial Implementation of Continuous Employment Status
2 Adopted 6/28/94 Amended 10/4/94

- 3
- 4 a. During the 1994-95 fiscal year, all professional support
5 staff employees in the District shall be placed on annual
6 status.
- 7
- 8 b. At the conclusion of the 1994-95 fiscal year, those
9 professional support staff employees who have documented
10 three or more years of service within the past five years
11 may be recommended for continuous employment status.
12 However, at the discretion of the administrator or
13 supervisor, an employee may be placed on an additional
14 year of annual service.

15

16 4.1.3 Salary Schedules

- 17
- 18 A. Salary schedules for professional support staff shall provide for the various
19 classifications of employees of the District. Salary differentials shall be
20 based on objective factors which shall be set forth in the salary schedule.
21 The Board shall annually adopt and spread on its minutes a salary schedule
22 for employees. New positions or classifications added during the year for
23 which provisions were not made in the annual salary schedule shall be
24 included in such salary schedule by proper amendments officially adopted
25 by the Board. Salary policies and schedules shall be found in the Salary
26 Handbook as annually adopted by the Board.
27 *Amended 6/29/93*
- 28
- 29 B. All regular employees of the School District, employed on an hourly,
30 daily, or monthly basis and for which payroll deductions are required, shall
31 receive all compensation for services rendered by School District
32 Warrants.
- 33
- 34 C. Testing criteria and procedures for professional support staff office
35 positions will be adopted by the School Board. *Amended 7/23/91*
- 36
- 37 D. Experience Pay
- 38
- 39 (1) Experience pay shall be granted, provided the experience is in the
40 area of work being done at the present time. Outside work
41 experience up to a maximum of ten (10) years may be brought into
42 the system and verification on approved forms must be returned to
43 the Personnel Department before the end of the ninety (90) day
44 probationary period. *Amended 6/19/01*
- 45
- 46 (2) Verified past work experience to be used for pay purposes must be
47 complete, properly filled out and returned to the Personnel

1 Department during the ninety (90) day probationary period.
2 Verified experience will be paid retroactively from the first day of
3 current employment. *Amended 6/29/93*
4

5 (3) Personnel transferring or being promoted into new positions will
6 have ninety (90) days to verify their work experience for pay
7 purposes in the new position. However, if an employee attempted
8 to obtain the verification as documented in the personnel file and
9 through no fault of his own, the deadline was not met, the ninety
10 (90) day requirement may be extended or waived at the discretion
11 of the Superintendent. *Amended 6/30/92*
12

13 (4) Employees of the School District shall accrue all current Osceola
14 experience. Osceola experience will not be lost when transferring
15 to a different position. Related experience may be required for
16 position qualifying purposes. Non-instructional personnel
17 transferring to Instructional positions must follow The Master
18 Teacher Contract experience provisions found on Article XVI.
19 *Amended 6/19/01*
20

21 E. No deductions shall be made from the salaries of the employees of the
22 School District unless such deductions are required by law or approved in
23 writing by the employees to be affected. Such authorization shall continue
24 until terminated in writing. *Amended 7/23/91*
25

26 Auth: 230.22, F.S. Imple: 230.23(5)(d), F.S. and SBR 6A-1.52
27

28 **4.1.4 Definitions of Professional Support Staff**
29

30 A. Full-time employees are those who are employed to work four (4) or more
31 hours each day and five (5) days each week unless otherwise stipulated by
32 School Board Rules.
33

34 Full-time employees are entitled to all fringe benefits provided by the
35 School District.
36

37 B. Part-time employees are those who work less than twenty (20) hours
38 weekly. *Amended 7/23/91*
39

40 Any part-time employees hired after adoption of this rule are not entitled
41 to fringe benefits by the School District, however, those currently
42 employed will continue to receive fringe benefits until their employment is
43 terminated.
44

45 C. Temporary employees are those who are paid only for the hours they
46 actually work. They are not entitled to the fringe benefits provided by the
47 School District. Employees shall be informed at the time of employment

1 that such employment is of a temporary basis rather than permanent. This
2 employment shall not be in excess of six (6) calendar months in a school
3 year. *Amended 7/23/91*
4

- 5 D. Substitute employees are those who perform services which are normally
6 performed by a permanent employee and which are performed during the
7 absence of a permanent employee not receiving pay. They are not entitled
8 to the fringe benefits provided by the School Board.
9

10 4.2 LEAVES OF ABSENCE

11
12 4.2.1 General Rules
13

- 14 A. Leaves shall be officially granted in advance and shall not be granted
15 retroactively, provided that leave for sickness or other emergencies may be
16 deemed to be granted in advance if a prompt report is made to the
17 designated authority at the termination of leave. Such proper absence
18 from duty shall be in accordance with and subject to the provisions of
19 State Board Rule 6A-1.077.
20

21 Any such leave shall be classified as one of the following:
22

- 23 (1) Illness-in-line-of-duty leave (with pay)
24
25 (2) Military Leave (without pay)
26
27 (3) Personal Leave (without pay beyond six [6] charged to sick leave)
28
29 (4) Staff Development Leave (with pay)
30
31 (5) Sick Leave (with pay)
32
33 (6) Adoptive Leave (without pay)
34
35 (7) Jury Duty Leave (with pay)
36
37 (8) Witness Leave (with pay)
38
39 (9) Vacation Leave (with pay)
40
41 (10) Extended Leave (without pay)
42
43 (11) Maternity Leave (without pay beyond the sick leave balance)
44
45 (12) Charter School Leave (without pay)
46
47 (13) Natural Disaster Leave

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

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

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

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

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

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

(Leave must be completed within 12 months of birth, adoption or foster placement, 825.201)
 - c. Leave to care for employee’s spouse, child or parent with a serious health condition
 - d. Leave due to employee’s own serious health condition that makes the employee unable to perform the functions of his/her position because he/she is:
 - 1. unable to work at all due to the serious health condition; or

1 2. unable to perform any one of the essential functions
2 of the position within the meaning of the Americans
3 with Disabilities Act, due to the serious health
4 condition.

5
6 (3) FMLA limits the leave that may be taken by spouses who work for
7 the same employer to a combined total of 12 workweeks during
8 any 12 month period if leave is taken for (1) birth of the
9 employee’s son or daughter or to care for the child after birth; (2)
10 for placement of a son or daughter with the employee for adoption
11 or foster care, or to care for the child after placement; or (3) to care
12 for the employee’s parent with a serious health condition. The
13 limitations do not apply, however, to leave taken by either spouse
14 to care for the other who is seriously ill and unable to work, to care
15 for a child with a serious health condition, or to his or her own
16 serious illness.

17
18 (4) FMLA requires an employer to maintain coverage under any
19 “group health plan...for the duration of such leave and under the
20 conditions coverage would have been provided if the employee had
21 continued in employment continuously for the duration of such
22 leave.” In the case of unpaid FMLA leave, premium amounts and
23 due dates will be provided to the employee by Risk & Benefits
24 Management. An employee may choose not to retain group health
25 plan coverage or optional benefits during FMLA leave. However,
26 when a employee returns from leave, the employee is entitled to be
27 reinstated on the same terms as prior to taking the leave, including
28 family or dependent coverages, without any qualifying conditions.

29
30 The regulations provide for a 30-day grace period after agreed
31 upon date for payment within which the employee may make
32 payment of the premium without affecting health benefit coverage.
33 If the employee does not make the payment within the 30-day
34 grace period, the District will cease to maintain health coverage on
35 the date the grace period ends, but in no event shall the District
36 cease to maintain health coverage without having first given the
37 15-day required notice.

38
39 The District can recover premiums it paid for maintaining group
40 health plan coverage during the period of unpaid FMLA leave if
41 the employee fails to return to work and terminates their
42 employment except due to:

- 43
44 a. His/her own serious health condition.
45
46 b. Circumstances beyond his/her control.
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c. Denial or restoration due to key employee status.

Authority: F.R. 825.209

- (5) Employees must give 30 days advance notice to the District of the need to take unpaid FMLA leave when it is foreseeable. When it is not practicable under the circumstances to provide such advance notice, notice must be given “as soon as practicable,” ordinarily within one or two business days of when the employee learns of the need for the leave. F.R. 825.100; 825.302.
- (6) Employees who wish to take Medical Leave as outlined above, should consult with employers when giving notice and make reasonable efforts to schedule the leave so as not to unduly disrupt the employer’s operations, subject to approval of the health care provider (F.R. 825.302; 825.303).
- (7) Medical leave as outlined above may be taken intermittently when medically necessary. Under such circumstances, the employer may require the employee to transfer temporarily, during the period the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee’s regular leave position (F.R. 825.203; 825.204).
- (8) Although FMLA leave is generally unpaid, the Act permits an employee to substitute accrued paid leave under certain circumstances. Accrued paid vacation or personal leave may be substituted for any FMLA qualifying purposes. Any accrued paid leave used will run concurrently with the employee’s FMLA leave. If the employer designates the leave as FMLA leave, the employee’s FMLA 12-week leave entitlement may run concurrently with a worker’s compensation absence when the injury is one that meets the criteria for a serious health condition.

As the worker’s compensation absence is not unpaid leave, the provision for substitution of the employee’s accrued paid leave is not applicable (F.R. 825.207).
- (9) The District will require a medical certification from a health care provider to support ALL FMLA leave requests. Employees must provide such certification in a timely manner. In addition, for leaves due to a serious health condition, a periodic status report will be required and the employee will be required to provide a fitness-for-duty at the time the employee returns to work. Also, the employee has a responsibility to advise Risk & Benefits

1 Management of any significant changes in his/her condition or
2 condition of family member who is under his/her care. Any
3 employee contact changes during the leave need to be submitted to
4 Risk & Benefits Management immediately. (F.R. 825.305).
5

6 (10) An eligible employee who takes FMLA leave is entitled to be
7 restored to the same position that the employee held when the
8 leave started, or to an equivalent position with equivalent benefits,
9 pay, and other terms and conditions of the employment.
10

11 C. Vacation and sick leave will not be earned for months on leave without
12 pay. A suitable vacancy must exist for an employee who wishes to return
13 to work during the school year in which leave without pay is granted.
14

15 D. Employees on authorized leave without pay shall be eligible to continue on
16 School District group insurance benefits. The employee shall be
17 personally responsible for full payment of the premiums or costs.
18

19 E. Released Time

20
21 Each principal or Administrative Department head shall have the authority
22 to release members of his professional support staff for less than one-half
23 (1/2) day for temporary absence without requesting approval of the
24 Superintendent or the Board, provided, however, that these temporary
25 absences are kept to a minimum.
26

27 RETURNING FROM LEAVE

28
29 Employees shall be required to show a doctor's release to return to work after
30 maternity leave, any long-term medical leave or worker's compensation.
31

32 Auth: 230.22, F.S. Imple: 231.48, F.S. and SBR 6A-1.077
33

34 4.2.2 Extended Leave

35
36 A. Extended leave shall be defined as leave without pay for more than ten
37 (10) consecutive days. *Amended 7/23/91*
38

39 B. Employees shall be eligible for extended leave without pay after three (3)
40 or more years of continuous service. The three (3) year requirement may
41 be waived in extenuating circumstances as recommended by the
42 Superintendent and approved by the Board. Extended leave, when
43 granted, shall not exceed one (1) year, except that military leave shall be
44 granted for a longer period as necessary for the completion of active duty.
45 Maternity leave is exempt from the three (3) year provision.
46

47 C. An extended leave without pay request must be made in writing on the

1 form prescribed by the District. The request shall specify the time of the
2 leave and the reason for the request. The length of the leave and the
3 reason for the request shall be recorded in the Board minutes. The School
4 Board shall have the right to determine that the leave is used for the
5 purpose set forth in the application, and if not so used, the Board shall
6 have authority to cancel the leave.
7

8 D. The leave must be approved by the employee's immediate supervisor and
9 the Superintendent or his designee before it is presented to the Board for
10 approval.
11

12 E. Extended leave may be renewed upon request for an additional period not
13 to exceed one (1) year, subject to Board approval. Automatic renewal of
14 an extended leave is not granted. It shall be the responsibility of the
15 person on leave to request renewal. If no request for renewal is made prior
16 to the expiration of the leave, employment shall be terminated.
17

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

19 (1) Leave to serve in the armed services
20

21 (2) Leave for academic study
22

23 (3) Leave for serving in the Peace Corps
24

25 (4) Leave for child rearing (for natural or adoptive child)
26

27 (5) Leave for childbearing
28

29 (6) Leave to run for or serve in an elected office
30

31 (7) Leave to participate in exchange programs in other states or
32 countries
33

34
35 Auth: 230.22, F.S. Imple: 231.48, F.S. and SBR 6A-1.080
36

37 4.2.3 Military Leave 38

39 Military leave shall be granted and compensation paid in accordance with State
40 Board Rule 6A-1.083.
41

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

1 *Amended 3/19/91*

2
3 4.2.4 Sick Leave

4
5 Any member of the professional support staff who is unable to perform his daily
6 duties because of illness or because of the illness or death of a father, mother,
7 brother, sister, husband, wife, child, or other close relative or member of his
8 household, and who consequently has to be absent from duty, may claim sick
9 leave. Sick leave must be taken only when necessary and must be certified by an
10 application signed by the applicant and approved by the principal or supervisor.

11
12 A. Any full-time employee of the District who is unable to perform his or her
13 duty in the District on account of personal sickness, accident disability, or
14 extended personal illness, or because of illness or death of father, mother,
15 brother, sister, husband, wife, child, or other close relative, or member of
16 his or her own household, and consequently has to be absent from his or
17 her work shall be granted leave of absence for sickness by the
18 Superintendent. *Adopted 6/19/01*

19
20 (1) Sick leave may be taken for maternity.

21
22 (2) Sick leave for professional support staff shall amount to one (1) day
23 for each month of employment to be credited at the end of the
24 month and may be earned at the rate of one day per month.

25
26 (3) An employee earning pay for at least seventy-five percent (75%) of
27 the workdays in the month shall be treated as earning benefits for a
28 month of employment. Such sick leave shall be cumulative from
29 year to year.

30
31 (4) There shall be no limit on the number of days of sick leave a
32 member of the professional support staff may accrue. *Amended*
33 *6/27/95*

34
35 (5) Sick leave used shall be charged to accumulated balances on a last-
36 in-first-out basis. *Adopted 6/19/01*

37
38 (6) In cases of investigated sick leave abuse, the supervising
39 administrator may recommend to the Superintendent that the
40 employee present a certificate of illness from a licensed physician.
41 *Adopted 6/29/93*

42
43 (7) Employees working in a combination of two (2) or more positions
44 shall be assigned a primary position and shall be entitled to all
45 benefits earned in that position. All other work shall be considered
46 as extra pay and no additional benefits will be earned. *Amended*
47 *7/23/91*

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- (8) Employees formerly employed by the School District 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.
- (9) An employee may authorize his or her spouse, child, parent, or sibling who is also an employee to use sick leave that has accrued to the authorizing employee. The recipient may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from the sick leave pool. Donated sick leave shall have no terminal value. *Adopted 6/19/01*

B. Terminal Pay for Accumulated Sick Leave *Substitute Adopted 6/17/97, Amended 07/01/02*

insert

- (1) Any Professional Support Staff employee eligible to retire according to Florida Retirement Systems guidelines, or his/her beneficiary if service is terminated by death, and retirees returning to active employment shall be entitled to payment for accumulated sick leave as follows:
 - a. During the first 3 years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
 - b. During the next 3 years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
 - c. During the next 3 years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
 - d. During the next 3 years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
 - e. During and after the 13th year of service, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.

1 (2) Definitions
2

3 a. Years of Service
4

5 Years of service shall mean the number of years as an
6 employee of the School Board of Osceola County, Florida.
7

MUST SAY!

8
9 b. Professional Support Staff Employees
10

11 Professional Support Staff Employees shall mean all
12 employees of the School Board of Osceola County, Florida
13 who are not classified by the School Board as instructional
14 or administrative employees.
15

16 (3) Payment shall be made at the current daily rate of pay.
17

18 (4) For employees with five or more years experience in the District,
19 terminal payment for unused sick leave shall be made to the
20 District's Section 401(a) qualified Special Pay Plan to the extent
21 allowed by the plan document and applicable law. *Adopted 6/17/00*
22

23 (5) Annual contributions to the Special Pay Plan ("the plan") based on
24 accumulated sick leave shall be made for employees enrolled in
25 DROP to the extent allowed by the plan document and applicable
26 law. Such contributions will be calculated each June 30
27 subsequent to the employee's enrollment in DROP. Days for
28 which contribution is made to the plan will be deducted from the
29 employee's leave balance on a first in first out basis. Contributions
30 will be calculated based on the employee's daily rate of pay as of
31 each computation date. Amounts contributed will not be adjusted
32 for subsequent changes in daily rate of pay. The cumulative total
33 number of days for which contributions are made to the plan and
34 paid as terminal sick pay will not exceed the number of days for
35 which payment would be allowed as terminal sick pay under rules
36 in effect on each computation date. For this calculation, days
37 previously deducted due to plan contributions will be added back
38 to leave balances on the computation date. Days previously
39 contributed to the plan properly computed as of the computation
40 dates will not be withdrawn due to subsequent leave usage by the
41 employee or other subsequent events, except as required by law or
42 rule. *Adopted 6/27/00*
43

44 Auth: 231.001 & 231.40(3)(a). F.S. Imple: 231.40 F.S.
45
46
47

*Need to keep
Sick Leave Bank
possible
procedure*

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C. Employees' Voluntary Sick Leave Bank

(1) Membership

Any full-time employee of the District, having been employed by the School District for at least one (1) year and having at least ten (10) days accrued sick leave by the end of September of each year (inclusive of four [4] days sick leave advanced), may enroll in the sick leave bank by voluntarily contributing one (1) sick leave day to the Bank. The enrollment shall be opened each year during the months of September and February only. Employees on leave returning to service may join the Bank within ten (10) days of their employment if they meet all other criteria.

- a. Enrollment must be made on the prescribed form furnished by the Personnel Department.
- b. Any sick leave day contributed pursuant to this section shall be removed from the personally accumulated sick leave balance of that employee and shall not be returned except as provided in section (9).
- c. Membership in the Sick Leave Bank shall be continuous from the initial enrollment until an individual member has withdrawn from the plan or has drawn the maximum allowed from the Bank (see [6d]).

(2) Establishment and Duration

- a. The Sick Leave Bank will not come into existence until at least 20% of the total number of employees eligible to join the pool elect to do so and will remain in existence unless the participation drops below 20% of the number of employees eligible. The District shall provide for the establishment of a Sick Leave Bank no later than February 1, 1986.
- b. In the event the Sick Leave Bank is discontinued, distribution of remaining sick leave days will be in accordance with section (9) below.

(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.

1 (4) Administration and Governance

- 2
- 3 a. A Personnel Department Committee will administer the
- 4 Sick Leave Bank and will determine the validity of claims
- 5 against the Bank.
- 6
- 7 b. The Personnel Department will make available an annual
- 8 report of usage of the Bank to the School Board and to
- 9 participating members.
- 10
- 11 c. Appeals shall be handled by the Superintendent who will
- 12 establish a five member Appeals Committee, representative
- 13 of both Association and management for the purpose of
- 14 settling any dispute arising from claims against the Bank.
- 15 The Committee will be comprised of two members from
- 16 the OCTA appointed by the President, two members
- 17 appointed by the Superintendent and one professional
- 18 support staff employee mutually agreed upon by the
- 19 Association President and the Superintendent. This
- 20 Appeals Committee shall be the final authority on all
- 21 disputes or interpretation involving eligibility for benefits.
- 22

23 (5) Eligibility

24

25 In the event of a serious personal illness, accident or injury over

26 which the employee has no control, causing a participating

27 employee to be absent from work for an extended period of time,

28 the employee may receive paid leave as follows:

29

- 30 a. All accumulated sick leave of the employee must first be
- 31 expended, followed by a leave, not charged to sick, of five
- 32 (5) workdays per incident.
- 33
- 34 b. Applications must be made to the Personnel Department
- 35 including a statement from a doctor attesting to the
- 36 member's extended illness, accident, or injury. The
- 37 statement must certify:
- 38
- 39 1. The nature of the illness, accident, or injury.
- 40
- 41 2. That in the event of an operation, it is absolutely
- 42 necessary and could not reasonably be delayed until
- 43 a break in the employee's duty schedule.
- 44
- 45 3. The probable date the member would be able to
- 46 return to work.
- 47

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- c. Application must also provide permission to investigate medical records and other information needed for review or appeal.
- d. A participating member shall not be eligible to use sick leave from the Bank if the employee is on leave for injury or illness in the line of duty, worker's compensation, or on medical retirement.

(6) Benefits

- a. All cases will be reviewed by the Sick Leave Bank Approval Committee when each twentieth (20th) day of benefits has been reached up to the maximum amount allowable. At this time, the Committee may request additional medical certification. Also, at this time, any sick leave, which may have been accrued by the participant, must then be used before resumption of drawing from the Sick Leave Bank.
- b. Upon approval of application, a member will be allowed to draw up to a maximum of forty (40) paid sick leave days from the Bank, provided there remain sufficient leave days in the Bank.
- c. The employee shall not have to pay back in any manner the number of days used from the Sick Leave Bank except as outlined in Section (7) below.
- d. In the event a member draws from the Sick Leave Bank, that individual membership shall be suspended from the Bank membership after drawing all days authorized from the Bank. Such individuals may reinstate membership by meeting qualifications in section (1) above.

(7) Participation Abuse

Alleged abuse of the Sick Leave Bank shall be investigated by the Personnel Department. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all sick leave credited (in dollars) drawn from the Sick Leave Bank and, after review by the Appeals Committee, be subject to such other disciplinary action as determined by the School Board.

(8) Withdrawal from Participation

Any participating employee who wishes to withdraw from

1 participation in the Sick Leave Bank may do so and withdrawal
2 will be effective immediately upon receipt by the Personnel
3 Department of written notification of the employee's intent to
4 withdraw. Any previously contributed sick leave will become the
5 property of the Sick Leave Bank.

6
7 (9) Discontinuance of Sick Leave Bank

8
9 If it becomes necessary to terminate the Sick Leave Bank, unused
10 sick leave in the Bank will be distributed in the following manner:

- 11
12 a. Each member will receive an equal share of the unused
13 days to be credited to his personal accumulated sick leave
14 account in fourths of a day.
15
16 b. Any balance left will be disposed of at the sole discretion of
17 the Board.
18
19 c. In no instance will the days credited back to members be
20 greater than the number remaining in the Bank.
21
22 d. Any member joining this Sick Leave Bank acknowledges
23 that the limits of liability for any challenge to the Appeals
24 Committee's decision is limited to the number of days the
25 individual contributed to the Bank.

26
27 D. Professional support staff personnel who are granted leaves of absence
28 may be credited with earned accumulated annual leave upon re-
29 employment.
30

31 4.2.5 Illness-In-Line-Of-Duty

32
33 Any professional support staff employee shall be entitled to illness-in-line-of-duty
34 leave when he has to be absent from his duty because of a personal injury received
35 in the discharge of duty or because of illness from any contagious or infectious
36 disease contracted in school work. The amount of illness-in-line-of-duty leave
37 available to any such employee shall be ten (10) days during the school fiscal year.
38 However, in the case of injury occurring under such circumstances as in the
39 opinion of the School Board warrants it, additional in-line-of-duty leave may be
40 granted out of local funds for such term and under such conditions as the School
41 Board shall deem proper.
42

43 Auth: 230.22, F.S. Imple: 231.48, F.S.
44

45 4.2.6 Annual Vacation Leave

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47 Twelve-month professional support staff shall accumulate vacation as follows:

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One (1) day for each month of employment for those employed by the District for less than five (5) active service years.

One and one-fourth (1-1/4) days per month of employment for those employed five (5) active service years or more.

One and one-half (1-1/2) days per month of employment for those employed ten (10) active service years or more.

Earned leave shall be credited at the end of the month. An employee earning pay for at least seventy-five percent (75%) of the workdays in the month shall be treated as earning benefits for a month of employment.

- A. A full-time employee whose normal working day is less than eight hours shall earn and use vacation days in proportion to hours worked. No professional support staff employee shall earn more than one and one-half (1-1/2) eight-hour vacation days per month. A maximum of sixty (60) vacation days may be carried over at the end of each fiscal year. Each employee must use half of each year's earned vacation within the year in which it is earned.
- B. Annual vacation leave time for an individual employee shall be approved by the Superintendent or his designee and scheduled so that there will be a minimum disruption of the operation of the school system.
- C. Employees in positions earning vacation leave who transfer or are assigned to positions which do not earn vacation leave may receive payment for unused vacation leave at the time of transfer or reassignment. For employees with five (5) or more years experience in the District, terminal pay shall be made to the District's Section 401(a) qualified Special Pay Plan to the extent allowed by the plan document and applicable law. *Amended 6/17/00*
- D. At the time of retirement or separation of employment, unused vacation leave shall be paid as terminal pay. For employees with five (5) or more years experience in the District, terminal pay shall be made to the District's Section 401(a) qualified Special Pay Plan to the extent allowed by the plan document and applicable law. Those persons entering the Deferred Retirement Option Program (DROP) may choose to receive payment for all or part of their accumulated vacation leave at the time of entrance into the DROP. Those persons choosing to receive a partial payment will receive the remainder at the time of separation from employment. Total payment shall be limited to sixty-nine (69) days. *Adopted 1/22/91 & Amended 6/16/98 & 6/27/00*

1 E. A leave application shall be filed with the Superintendent showing the
2 annual leave dates.

3
4 F. Annual leave used shall be charged to accumulated balances on a last-in-
5 first-out basis. *Adopted 6/19/01*

6
7 Auth: 230.33, F.S. Imple: 231.48, F.S.

8
9 **4.2.7 Personal Leave**

10
11 A. **With Pay**

12
13 Any member of the professional support staff employed by the District
14 may be absent no more than six (6) days each school year with pay for
15 personal reasons. Such absences shall be charged only to accrued sick
16 leave, and leave for personal reasons shall be noncumulative.
17 Applications for such leave shall be submitted for approval. No reason
18 need be given by the employee for personal leave other than "personal
19 reasons". Leaves for personal reasons shall be granted in advance and
20 shall not be granted retroactively.

21
22 B. **Without Pay**

23
24 Professional support staff employees may be granted personal leave
25 without pay for ten (10) days or less by the supervisor provided the request
26 is submitted at least one (1) week prior to the beginning date of the leave.
27 Employees absent without leave shall be subject to dismissal. An
28 employee having vacation or personal charged to sick leave available may
29 not receive personal leave without pay except in circumstances approved
30 by the Superintendent. *Amended 7/23/91 & 6/27/95*

31
32 Auth: 230.22, F.S. Imple: 231.48, F.S.

33
34 C. An employee on personal leave, without pay, may not receive holiday pay
35 unless he works or is on paid leave the day before and day after the
36 holiday. Anyone on personal leave without pay for more than ten (10) days
37 shall be placed on extended leave, if eligible, and the position advertised.
38 Professional support staff employees who are not eligible for extended
39 leave will be terminated after ten (10) days of personal leave without pay.
40 The Superintendent may extend this leave in extenuating circumstances.

41
42 **4.2.8 Jury Duty**

43
44 An employee shall be authorized to be absent from assigned duties, and shall
45 receive his regular salary plus court fees while serving as a juror in any court case.
46 If notice of jury duty is received, the supervisor should be immediately notified in
47 writing. Proper leave shall be requested. *Amended 7/23/91*

1
2 In the event that the employee is excused from further attendance, the employee
3 shall return to his place of assignment as expeditiously as possible. Leave forms
4 will show the adjustment. *Adopted 6/27/95*

5
6 **4.2.9 Witness Leave**

7
8 An employee of the District may be absent from assigned duties and shall receive
9 his regular salary, plus any witness fees, while serving as a witness in any court
10 case or other legal or administrative proceeding under the following conditions:

- 11
12 A. That the employee has been subpoenaed by the court or agency having
13 subpoena powers.
14
15 B. That the employee shall submit a copy of the subpoena or letter from
16 either attorney in the case to the supervisor. *Amended 7/23/91*

17
18 In the event that the employee is excused from further attendance, the employee
19 shall return to his place of assignment as expeditiously as possible. Leave forms
20 will show the adjustment.

21
22 Auth: 230.22, F.S.
23 Imple: 231.39, F.S.

24
25 **4.2.10 Temporary Duty Elsewhere**

26
27 In certain instances employees may be assigned to be temporarily absent from
28 their regular duties and places of employment for the purpose of performing other
29 educational services including participating in school surveys, professional
30 meetings, study courses, workshops, etc. Such assignment to temporary duty,
31 ordinarily initiated by the District administration, shall be in conformance with
32 State Board Rule 6A-184. *Amended 3/16/91*

33
34 Employees shall receive their regular pay and be reimbursed for expenses in
35 accordance with Board Rule 2.4.8

36
37 Auth: 230.22, F.S.
38 Imple: SBR 6A-184 and 231.42 F.S.

39
40 **4.2.11 Charter School Leave** *Adopted 7/21/98*

41
42 An employee of the School Board may take unpaid leave to accept employment in
43 a Charter School upon the approval of the School Board. While employed by the
44 Charter School and on leave that is approved by the School Board, the employee
45 may retain seniority accrued in the School District and may continue to be covered
46 by the benefit programs of the School District, if the Charter School and the
47 School Board agree to this arrangement and its financing. The employee must

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1 apply for Charter School Leave on an annual basis. An employee who is granted
2 Charter School leave may not participate in the sick leave pool because the
3 employee is not an employee of the District while on Charter School Leave. If the
4 District at the end of the leave employs the employee, the employee may
5 participate in the sick leave pool and will be credited with accumulated sick leave
6 in accordance with School Board policy when the employee returns.

7
8 **4.2.12 Natural Disaster Leave** *Adopted 7/21/98*

9
10 If an employee is affected by a Natural Disaster in the county where the employee
11 resides, then that employee may be eligible for Natural Disaster Leave.

- 12
13 (a) **Natural Disaster:** A Natural Disaster means a tornado, hurricane, flood,
14 fire or similar event.
15
- 16 (b) **Eligibility:** An employee may be eligible for Natural Disaster Leave if the
17 employee or the employee's immediate family (spouse, parents,
18 grandparents, children, grandchildren, or siblings) have been directly
19 affected by the natural disaster. A person is directly affected by the natural
20 disaster under the following circumstances:
21
- 22 (1) Personal injury as a result of the natural disaster,
23
24 (2) Substantial loss of property as a result of the natural disaster.
25
- 26 (c) **Application:** An eligible employee may file an application for a maximum
27 of ten days of paid Natural Disaster Leave. The application must include
28 documentation to support the employee's eligibility and the number of
29 days requested. An eligible employee must file an application for Natural
30 Disaster Leave within sixty days of the natural disaster.
31
- 32 (d) **Approval of Leave:** A determination of eligibility for Natural Disaster
33 Leave is solely within the discretion of the Superintendent or his designee.
34 The number of days of Natural Disaster Leave granted to an eligible
35 employee is also solely within the discretion of the Superintendent or his
36 designee. An employee who has been granted Natural Disaster Leave may
37 request an extension of the number of days of the leave. Approval of an
38 extension is solely within the discretion of the Superintendent.
39
- 40 (e) **Reimbursement:** The Natural Disaster Leave shall be paid retroactively to
41 eligible employees as a reimbursement after their application has been
42 approved by the Superintendent.
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1 4.3 SEPARATION OF PROFESSIONAL SUPPORT STAFF

2

3 4.3.1 Resignation

remain
↓

4

5 A. Resignation of employees shall require at least two (2) weeks written
6 notice in advance of the date of termination. Unused vacation days and
7 personal leave charged to sick may be used toward all or part of this
8 requirement.

9

10 B. All leave forms, termination forms, insurance card, prescription drug card
11 and other required paper work must be on file in the District Personnel
12 Office before the final pay check can be released. Failure to give proper
13 notice may delay the release of the final check one pay period.
14 Compensation for services rendered shall be made following the
15 established payroll date schedule.

16

17 C. An exit interview shall take place prior to or at the time of receiving the
18 last check. Termination of all benefits shall be effective as of the last
19 official day of employment.

20

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

23

24

24 4.3.2 Discipline and Termination

25

26 An employee with continuous employment may be disciplined or terminated as a
27 result of unsatisfactory performance under the annual review procedures in 4.3.2
28 (A) or for the reasons enumerated in 4.3.2 (B). An employee on an annual status
29 may also be disciplined or terminated under the procedures found in Rule
30 4.3.2(B). Amended 6/17/97

31

32 A. Unsatisfactory Performance by an Employee with Continuous
33 Employment Status Adopted 6/28/94

34

35 (1) On receiving notice of unsatisfactory performance, the employee,
36 on request, shall be accorded an opportunity to meet with the
37 Superintendent or his designee for an informal review of the
38 determination of unsatisfactory performance.

39

40 (2) An employee notified of unsatisfactory performance may request
41 an opportunity to be considered for a transfer to another
42 appropriate position, with a different supervising administrator, for
43 subsequent employment.

44

45 (3) During the remainder of the fiscal year, the employee shall be
46 provided assistance and/or inservice training opportunities to help
47 correct the noted performance deficiencies. The employee shall

1 also be evaluated periodically and be kept apprised of progress
2 achieved.

- 3
4 (4) Not later than May 15 of the fiscal year, the Superintendent, after
5 receiving and reviewing the recommendation, shall notify the
6 employee, in writing, whether the performance deficiencies have
7 been corrected. If the performance deficiencies have not been
8 corrected, the Superintendent will issue a notification of
9 termination of employment. If the employee wishes to contest the
10 termination, the employee will have fifteen (15) days from the
11 receipt of the Superintendent's notification to demand, in writing, a
12 hearing. In such a hearing, the employee may raise as an issue,
13 among other things, the sufficiency of the Superintendent's charges
14 of unsatisfactory performance. Procedures for conducting such
15 hearing are found below.

16
17 B. Discipline and Termination of Professional Support Staff on Annual or
18 Continuous Employment Status. *Adopted 6/28/94*

19
20 Suspension and dismissal of professional support staff personnel shall be
21 conducted in accordance with the procedures contained below except that
22 the Superintendent may suspend members of the professional support staff
23 in an emergency.

- 24
25 (1) An employee may be suspended without pay, discharged and/or
26 returned to annual status for reasons including but not limited to
27 the following:
28
29 a. Violation of a policy of the School Board of Osceola
30 County, Florida.
31
32 b. Violation of work rules.
33
34 c. Gross Insubordination - Refusal to follow a proper
35 directive, order or assignment from a supervisor.
36
37 d. Immorality.
38
39 e. Misconduct in Office.
40
41 f. Incompetency.
42
43 g. Willful Neglect of Duty.
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45 h. Drunkenness.
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47 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.

1
2 E. Absence After Leave Expires
3

4 Professional support staff employees who are not eligible for extended
5 leave may, after ten (10) days of absence from their position and after sick
6 leave expires, be recommended for dismissal. *Corrected 10/4/94*
7

8 F. The provisions contained herein shall not apply to employees during their
9 probation period nor employees on annual status who are not
10 recommended for re-employment at the end of their employment period.
11 *Amended 6/28/94*
12

13 G. Unethical use or administration of test materials may constitute violation
14 of Florida Statutes 228.301, Test Security, and may result in fines,
15 imprisonment, and/or dismissal of involved employees.
16

17 Auth: 231.001 & 230.22, F.S.

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

20 4.4 TEACHER AIDES
21

22 It is the intent of the Board that teacher aides be used to the greatest advantage
23 possible, including substitute teaching, consistent with the provisions of Section
24 231.141, Florida Statutes, and State Board Rule 6A-1.70. *Amended 6/30/92*
25

26 Auth: 230.22, F.S.

27 Imple: 231.141, F.S. and SBR 6A-1.70.
28

29 4.5 RETIREMENT ANNUITIES PROGRAM
30

31 A. The Board will consider annually, upon the recommendation of the
32 Superintendent, requests for retirement annuities for school personnel with
33 25 years or more years of creditable service (at least five [5] of which must
34 have been in this district) who have reached the age 55 and have applied
35 for retirement under the Florida Retirement System or Teachers
36 Retirement System.
37

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38 (1) All requests must be received between September 1 and October
39 31 of the calendar year for those requesting retirement during or at
40 the conclusion of that school year or four (4) months prior to
41 retirement if planning retirement before February of that school
42 year.
43

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44 (2) A copy of the official determination, by the Division of
45 Retirement, of the projected monthly benefits at the effective date
46 of retirement based on the average monthly compensation and
47 creditable service as of the member's early retirement date and the

1 actual early retirement benefits shall accompany the request.

2
3 (3) Requests of applicants between the ages of 50 and 54 may also be
4 considered by the Board if the Board first determines for that year
5 that is economically feasible to do so.
6

7 B. Between November 1 and November 30 an annual survey and study will
8 be conducted prior to the determination of the Superintendent and Board
9 on the feasibility of the program being offered during that school year with
10 no commitment to offer the program in future years unless the Board opts
11 to do so after reviewing the annual survey. The employee may be required
12 to contribute to the annuity in order to qualify.
13

14 C. The Board upon the recommendation of the Superintendent will determine
15 before January 15, whether or not the program will be offered for that year.
16

17 D. If the program is offered, the Superintendent shall make recommendations
18 pertaining to either the investment in a specific amount of current funds or
19 the purchase of an adequate annuity either of which would provide earned
20 income in an amount sufficient to provide the annual early retirement
21 supplemental benefit for the named employee.
22

23 E. In the event an employee has earned experience in a public school system
24 in another state, the Board may choose to purchase such out-of-state
25 experience (up to five years) as is necessary to provide regular retirement
26 benefits. This experience may not be purchased in addition to an annuity.
27 *Adopted 6/27/95*
28

29 F. The maximum monthly benefit to any individual shall be in compliance
30 with Florida Statutes.
31

32 Auth: 230.22, F.S.
33 Imple: 231.495, F.S.
34

35 4.6 MISCELLANEOUS

36 A. Pallbearer

37
38 The Superintendent or any principal or administrator has authority to allow
39 an employee time off to act as a pallbearer and to permit the employee to
40 make up the time to avoid loss of pay.
41
42

43 B. Workers' Compensation

44
45 All employees of the District are entitled to benefits of Workers'
46 Compensation when qualified as prescribed under Florida Law. The
47 employee shall receive his regular salary less Workers' Compensation

1 payments while on illness-in-line-of-duty leave.

2
3 C. Garnishment

4
5 In every case in which an attempt is made to join the District as garnishee,
6 the District shall impose its right of exemption as an agency of the State.

7
8 D. Credit Inquiry

9
10 The Superintendent, in response to a proper request by an appropriate
11 recognized lending institution or credit bureau, is authorized for credit
12 purposes to give the following information:

- 13
14 (1) The length of employment
15 (2) The status of employment
16 (3) Salary earned

17
18 In no case shall the Superintendent give any opinion as to the character of
19 the employee.

20
21 Auth: 230.22, F.S.

22 Imple: 231.38, 230.23(5), Chapter 440, and 230.33(23), F.S.

23
24 E. Reimbursement for Damage to Personal Items

25
26 The Board shall reimburse professional support staff for damage to
27 clothing, dentures, eyeglasses, prosthetic devices or artificial limbs where
28 such damage occurs as a result of:

- 29
30 (1) Breaking up a fight
31 (2) Protecting students or other employee(s) from physical harm or
32 injury
33 (3) Assault and/or battery occurring in the course of the legal
34 performance of assigned duties. Such reimbursement shall not
35 exceed the replacement cost nor be paid when the above loss is
36 reimbursable from other sources.

37
38 Auth: 230.22, F.S.

39 Imple: 230.23(5), Chapter 440, and 230.33(23)

40
41 F. Councils *Adopted 6/27/95*

42
43 A professional Support Staff Council and Professional Technical Council
44 are hereby designated to represent the concerns and interests of
45 professional support staff employees. The members of the councils shall
46 be selected by their peers.
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The Professional Support Staff Council and Professional Technical Council are purely advisory bodies and do not have the authority to commit or obligate the School Board or District in any manner. The councils serve at the discretion of the School Board and may be modified or dissolved by future Board action in accordance with law.

These councils are not collective bargaining units. Nothing in these provisions shall be deemed to confer on the councils those things exclusively provided to collective bargaining units, unions, or similar organizations.

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Chapter 5

Instructional Personnel

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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
10 Osceola County, the School Board expects all schools to strive to acquire
11 teaching 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
37 District of Osceola County, a person shall be of good moral
38 character and, when required by law, shall hold a certificate or
39 license issued under regulations of the State Board of Education,
40 except as provided in Section 231.02, Florida Statutes.
41 *Amended 6/17/97*
- 42
43 (2) No person may be employed who has not reached the age of
44 eighteen (18) years, except as provided in Section 231.03, Florida
45 Statutes.

- 1 (3) All teachers shall be certified in the area in which their major
2 assignment is made unless the Superintendent shall have approved
3 any exceptions and reported such to the Board. Any teacher who is
4 teaching out-of-field must complete six (6) semester hours in
5 accordance with Board rule 5.1.2 E. *Amended 6/30/92*
6
- 7 (4) All new employees are required to participate in the Florida
8 Retirement System. Instructional employees who are members of
9 the Teachers Retirement System may continue in that system in
10 accordance with Board Rule 5.4.1. All members of the Florida
11 Retirement System shall also contribute to Social Security.
12
- 13 (5) All employees must complete a W-4 form to authorize proper
14 withholding of monies for income tax purposes.
15
- 16 (6) Florida Statute 876.05, requires all persons who are on the payroll
17 of the School District to take an oath to support the Constitution of
18 the United States and of the State of Florida. The oath, as amended
19 by the United States Supreme Court, is included in the Appendix to
20 these rules.
21
- 22 (7) All new employees and former employees with a break in service
23 of ninety (90) days or more shall be required to take a drug
24 screening test prior to an offer of employment. *Amended 6/30/92.*
25

26 Prior to being recommended for employment by the
27 Superintendent, each applicant shall be required to submit a urine
28 sample for a screening test. If the screening shows the presence of
29 an illegal drug, the sample shall then be tested by the GCMS
30 method.
31

32 No prospective employee will be hired if the results of the drug
33 screening test indicate the presence of an illegal drug, regardless of
34 the frequency or occasion. However, the prospective employee
35 may request a waiver if he/she can show a valid prescription for the
36 drug, issued by a licensed medical practitioner or if he/she can
37 provide the drug was purchased pursuant to the provisions of
38 Section 893.08, Florida Statutes. The Superintendent or his
39 designee shall verify the validity of the prescription or compliance
40 with the provisions of Section 893.08, and consider the request in
41 light of the extent, duration and frequency of use of the drug; the
42 underlying cause for use of the drug; and any other considerations
43 relevant to the performance requirements of the position for which
44 applied.
45

46 The Superintendent's decision on any request for waiver shall be
47 final.

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The term "illegal drug" as used in this rule shall mean, any drug listed or defined as a "controlled substance" by Chapter 893, Florida Statutes.

Applicants whose results are positive on the drug screening test may not reapply for employment until one (1) year after the date the sample was given.

Please note the following related to whom is to be tested and confidentiality of testing:

- a. Employees returning from a Board approved leave of absence or sabbatical will not be tested.
- b. Prospective employees will not begin work until the results are returned. (Substitute employees will be available in emergency situations.)
- c. The successful applicant from all employee groups (Administration, Instructional, and Professional Support Staff) will be tested as well as Adult Education teachers and substitutes. Other personnel who have contact with students as determined by the Personnel Department will be tested.
- d. Substitute employees (substitute teachers and temporary contracted employees) working within the past school year will not be required to take a drug screening test. If these employees have not worked within the past school year, a drug screening test will be required. *Amended 6/30/92*
- e. Substitute employees (substitute teachers and temporary contracted employees) transferring to full-time status will be required to take a drug screening test if they have not been previously tested under Board Rules. *Amended 6/30/92*
- f. Test results are confidential medical records.

All new instructional employees, including substitutes, shall pay the full cost of drug screening. *Amended 7/23/91*

Instructional employees who have retired from the District will have the cost of drug screening paid by the District. *Adopted 6/19/01*

1 (8) Fingerprinting Amended 6/17/97

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

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

22
23 All new employees and former employees with a break in service
24 of ninety (90) or more days will pay the full cost for processing of
25 fingerprints with the Florida Department of Law Enforcement and
26 the Federal Bureau of Investigation.

27
28 Instructional employees who have retired from the District will
29 have the cost of fingerprinting paid by the District.
30 *Adopted 6/19/01*

31
32 The Superintendent shall develop procedures to implement
33 fingerprint processing of employees in accordance with this Rule
34 and Florida Statutes.

35
36 Auth: 231.02 & 231.001, F.S.

37
38 (9) All new employees, all employees returning from leave of ninety
39 (90) or more days and all former employees with a break in service
40 of ninety (90) days or more, shall have a tuberculin skin test or, at
41 their own expense, a chest X-ray, at the beginning of the school
42 year or within the ninety (90) day probationary period. Certificates
43 verifying negative TB test results are valid for up to a period of one
44 (1) year. *Amended 6/30/92*

45
46 (10) Applicants shall provide true and accurate information on the
47 application form when applying for a position. If inaccurate

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information is given and discovered by the School District during the applicant's probationary period, the applicant may not be considered for employment until one (1) year after the date of application.

Any employee who is discovered to have given inaccurate, incomplete or false information on the application form shall be considered for disciplinary action up to and including termination.
Adopted 6/30/92, Amended 6/17/97

- (11) Prior to being recommended for employment by the Superintendent and prior to the first day of employment, the prospective instructional employee must have a completed application on file. This consists of an application, three (3) reference forms (on the District's forms or on company letterhead), TB test results, an application for Florida certification, and official transcripts of all degrees or evidence of application for such transcripts. Exceptions may be made by the Superintendent in extenuating circumstances only.
Adopted 6/29/93, Correction 6/28/96, Amended 6/17/97 & 6/27/00

(12) Reporting of Arrests *Adopted 6/15/99*

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

C. Employment Procedures - Instructional

(1) Statutory - Record of Personnel

The Superintendent shall, for the purpose of improving the quality of instructional, administrative and supervisory services, establish procedures for assessing the performance of duties and responsibilities of all instructional personnel, pursuant to subsection (2) of Section 231.29, Florida Statutes.

(2) Application Form

Application forms for instructional positions may be obtained from the Personnel Department. The completed application shall be given to the Superintendent or his designee.

1
2 Completed application forms submitted at the District Office are
3 classified into teaching areas, numbered and posted. The
4 applications are made available to all principals upon request, and
5 any principal interested in an application may have the application
6 or a copy of it.
7

8 Employment applications will be kept on file for a period of one
9 year and may be renewed annually, in writing, by the applicant.
10 *Amended 6/30/92*

11
12 (3) Responsibility of Principal
13

14 The principal shall initiate requests for employment, re-
15 employment, promotion, or dismissal of employees in his school.
16 He shall aid in securing references and investigating professional
17 qualifications of teachers to be employed. He shall not consider
18 any applicant who cannot qualify for a valid Florida Educator's
19 Certificate. The level of the certificate may, in part, determine the
20 base salary.
21

22 Three (3) or more official references from the most recent places of
23 employment are required when considering an application of a new
24 employee. The principal shall be governed by the District's
25 personnel philosophy contained in this Chapter of Board Rules.
26 *Amended 6/27/95*
27

28 (4) Personnel Interviews and Application Reviews
29

30 All candidates selected by the principal as those who will be
31 recommended for appointment must be reviewed by Personnel and
32 Administrative Services. When reviewing applications for
33 employment, the District shall evaluate all applications with the
34 primary objective of selecting persons best suited to meet the
35 educational needs of the children.
36

37 (5) Disposition of Applications
38

39 An applicant who has been appointed by the School Board shall be
40 notified of the appointment, and shall be given a period not to
41 exceed fifteen (15) days to accept or reject the appointment. A
42 record of appointments shall be spread upon the School Board
43 minutes prior to or at the time of written notice is given to the
44 applicant. If the appointment is a position of temporary or
45 substitute employment, the record of appointment and written
46 notice shall so state.
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(6) Acceptance of Appointment

Any person employed on the basis of a WRITTEN offer of a SPECIFIC POSITION by a duly authorized agent of the School Board for a stated term of service at the rate specified in the adopted salary schedule and who accepted such offer by telegram or letter or by signing the regular contract form, shall be considered as having a legal contract binding to both parties and shall be subject to the provisions of Section 231.36, subsection (2), Florida Statutes, with regard to its violation.

(7) Required Medical Exams *Adopted 6/29/93*

In the event any employee is unable to perform the essential functions of the job notwithstanding attempts to provide reasonable accommodations, then the School District shall have the right to require a physical, medical and/or psychological examination at any time conditions indicate the need. Any examination required by the School District shall be at the School District's expense. An employee who refuses a physical, medical and/or psychological examination when the School District directs the examination may be subject to job action; including but not limited to suspension or dismissal for insubordination.

D. Teacher Recruitment

Effective recruiting of quality instructional employees may include provisions for paying appropriate expenses relating to such recruitment. Such expenses may include moving expenses for teachers in areas determined as critical need, as determined by action of the School Board.

Auth: 230.22, F.S.

Imple: 230.23(5), 231.02, 231.03, 231.031, 231.14,231.17, 121.051, 876.05, 231.29(2), and 231.36(2), F.S.

5.1.2 Certification of Instructional Personnel

A. General Information

It shall be the responsibility of each teacher to secure and renew his teaching certificate.

Application forms may be obtained from the Certification Office. All certificate applications may be processed through the District contact for certification in the District Office in order to receive priority attention from the Certification Division of the State Department of Education.

1 All new and full-time substitute instructional employees will pay the full
2 cost of processing fingerprints with the Florida Department of Law
3 Enforcement and the FBI.
4

5 When there is a change in name, the name shall be changed on the
6 certificate and the new certificate recorded in the Superintendent's office
7 before any records may be changed.
8

9 This shall be done by sending the appropriate form and fee to the
10 Certification Section, Department of Education, Tallahassee, Florida. In
11 the event the certificate was issued by the School District, the appropriate
12 form and fee shall be sent to the School District of Osceola County,
13 Florida. *Amended 7/23/91*
14

15 Each member of the instructional staff shall file a copy of his or her
16 certificate with the Superintendent immediately upon receipt thereof.
17

18 **B. Professional Orientation Program**
19

20 A beginning teacher must satisfactorily complete the Osceola Professional
21 Orientation Program as described in the Osceola Master Inservice Plan.
22 *Amended 6/17/97*
23

24 Auth: 231.001, F.S.
25

26 **C. Extension of Certificates**
27

28 The extension of teaching certificates shall be made in accordance with the
29 provisions of Section 231.24, Florida Statutes, and State Board Regulation
30 6A-4.05, and shall be a responsibility shared between the individual and
31 the State Department of Education. Inservice training may be used to
32 extend a certificate, as outlined in the Master Inservice Plan.
33

34 **D. Non-certificated Instructional Personnel**
35

36 In each community there are persons who possess expert skill in, or
37 knowledge of, a particular subject or talent, but who do not hold a Florida
38 teaching certificate. These persons constitute an invaluable community
39 resource for the education of the pupils in that district. It is hoped that the
40 principals and teachers of the District will utilize the services of such
41 expert persons in the community in an appropriate instructional capacity.
42 Such persons may serve as non-paid volunteers or as paid members of the
43 instructional staff to render instructional service to their individual fields
44 of specialty, but shall not be required to hold an Educator's Certificate.
45 Qualifications for such non-certificated instructional personnel shall
46 include, but shall not be limited to, the following:
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- (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.
- (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

1 instructional practices and policies relevant to instructional
2 responsibilities.

3
4 (9) Non-certificated teachers shall not be employed to teach for more
5 than 160 clock hours during any fiscal school year.

6
7 (10) A non-certificated person employed pursuant to this section shall
8 be accorded the same protection of the laws as that accorded the
9 certificated teacher.

10
11 Auth: 230.22, F.S.

12 Imple: 231.14, F.S., and SBR 6A-1.501, 6A-1.64, 6A-4.05 and 6A-1.502.

13
14 E. Out-of-Field Rule *Revised 6/29/93 & Revised 6/19/01*

15
16 The hiring and/or assignment of out-of-field teachers may occur if a
17 qualified, certified teacher is unavailable.

18
19 (1) An out-of-field teacher is an individual assigned teaching duty in a
20 subject area that is outside the field in which the teacher is
21 certified, outside the field that is the teacher's minor or major field
22 of study, or outside the field in which the teacher has demonstrated
23 sufficient subject area expertise.

24
25 Any teacher other than a teacher of English/Language Arts to LEP
26 (Limited English Proficient) students is considered in-field if one
27 of the following conditions is met:

28
29 a. Holds a valid Florida Educator's Certificate with an
30 appropriate coverage as provided in the course code
31 directory for teaching the course, or

32
33 b. Holds a valid Florida Educator's Certificate and has a
34 minor or major in the field in which the instruction is
35 provided, as shown on an official college transcript or as
36 verified in writing by the college or university from which
37 the teacher graduated, or

38
39 c. Holds a valid Florida Educator's Certificate and has
40 demonstrated sufficient subject area expertise in the subject
41 area in which the instruction is provided and has taught an
42 out-of-field subject area in the District for at least two (2)
43 years within the past five (5) years, completed at least six
44 (6) semester hours of college credit each year according to
45 the out-of-field agreement, and has effective evaluations in
46 the out-of-field area based on principal/supervisor
47 observations of classroom performance.

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d. Holds a valid Florida Educator's Certificate in Specific Learning Disabilities, Emotionally Handicapped or Mentally Handicapped and:

1. Has had two years of successful classroom experience in the District, within the last five years, in the area of certification and has effective evaluations in the area based on principal/supervisor observations of classroom performance will be deemed to have demonstrated sufficient subject area expertise in the ESE areas of Specific Learning Disabilities, Emotionally Handicapped, and Mentally Handicapped, or
2. Has had two years of successful classroom experience in the District, within the last five years, in at least one of the three defined ESE areas, other than the area in which certification is held, has completed at least six (6) semester hours of college credit each year according to the out-of-field agreement, and has effective evaluations in the out-of-field area based on principal/supervisor observations of classroom performance will be deemed to have sufficient subject area expertise in the ESE out-of-field assignment of Specific Learning Disabilities, Emotionally Handicapped, or Mentally Handicapped.

(2) Out-of-field Assignment Other Than ESOL (English to Speakers of Other Languages) *Revised 6/19/01*

Any teacher who is placed in an out-of-field assignment, other than a teacher of English/Language Arts to LEP (Limited English Proficient) students, and has not taught in the area of the out-of-field assignment in the District for two (2) years within the past (5) years, is required to pursue proper certification in the out-of-field assignment, by completing 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 in-field requirements are met as listed above.

(3) 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

1 ESOL requirements within the first two calendar years from date of
2 initial assignment and three (3) semester hours or the equivalent
3 during each calendar year thereafter until all course requirements
4 for certification in ESOL are completed.
5

6 (4) Out-of-field Assignment in ESOL and Another Subject
7

8 A teacher out-of-field in ESOL and another subject shall complete
9 at least six (6) semester hours of college credit or the equivalent
10 toward the appropriate certification within one (1) calendar year
11 from the date of initial appointment to the out-of-field assignment
12 and each calendar year thereafter until all course requirements are
13 completed for the appropriate certification. The training shall be
14 completed in the following manner: During the first two (2) years,
15 at least three (3) of the required hours or the equivalent shall be
16 completed in ESOL strategies. Beginning with the third year and
17 each year thereafter, at least three (3) semester hours or the
18 equivalent shall be completed in ESOL strategies and at least three
19 (3) semester hours in the other out-of-field subject requirements
20 until all course requirements are completed for the appropriate
21 coverage and the ESOL endorsement. All out-of-field teachers
22 shall sign an agreement to work toward the appropriate
23 certification. The Principal shall be responsible for obtaining
24 signatures on the agreement and a copy shall be placed in the
25 personnel file.
26

27 (5) Each principal shall report to the Superintendent or designee any
28 teacher who is assigned to teach a subject(s) for which he/she is not
29 properly certified. *Adopted 6/19/01*
30

31 a The School Board shall approve each out-of-field
32 assignment.
33

34 b. Each principal shall provide written notification to the
35 parents or guardians of all students in the class of the out-
36 of-field assignment prior to each FTE reporting period.
37

38 (6) The principal shall provide justification for each teacher listed as
39 in-field under this rule. *Adopted 6/19/01*
40

41 Auth: 230.22, F.S. Imple: 231.095, F.S., SBR 6A-1.0503
42

43 F. Non-degreed Full-time and Part-time Vocational Instructional Personnel
44

45 The School Board defines non-degreed vocational instructional personnel
46 as those staff members whose qualifications are established on the basis of
47 occupational expertise in areas of Agriculture, Business, Health

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1 Occupations, Family and Consumer Sciences, Industrial, Marketing,
2 Career Specialist, and Public Service Education; and who are assigned to
3 teach only vocational courses when the Course Code Directory specifies
4 non-degreed vocational instructors as appropriate. *Amended 6/19/01*
5

6 The School Board authorized the employment of non-certificated teachers
7 to teach full-time in non-degreed vocational programs to comply with
8 Section 231.1725(1)(c), Florida Statutes.
9

10 (1) Basic Qualifications
11

12 The Superintendent shall ensure that each candidate for
13 employment in a non-degreed full-time/part-time vocational
14 instructional position meets minimum requirements for
15 employment based on the qualifications as defined in the position
16 description and shall maintain records of such information in the
17 candidate's official personnel file. *Amended 6/10/01*
18

19 (2) Occupational Expertise
20

21 Each candidate shall hold at least a high school diploma or the
22 equivalent based on general education development tests or other
23 achievement tests approved by the State Board which establishes
24 the equivalency for a high school diploma, and establishes the
25 minimum competency in the area of assignment based on one of
26 the following plans:
27

- 28 a. Plan One: At least six (6) years of full-time occupational
29 experience or the equivalent in part-time experience in the
30 occupational field of the teaching assignment; or
31
- 32 b. Plan Two: A minimum of two (2) years of full-time
33 occupational experience or the equivalent in part-time
34 experience in the occupational field of the teaching
35 assignment in combination with one of the options listed
36 below:
37
 - 38 1. A bachelor's or higher degree - the degree must have
39 been completed at an accredited institution as
40 specified in Rule 6A-4.003, FAC with an
41 undergraduate or graduate degree major related to
42 the instructional assignment, or
43
 - 44 2. Thirty-six (36) semester hours of college credit - the
45 college credit must have been earned at an
46 accredited institution as specified in Rule 6A-4.003,

1 FAC in skills or theory courses related to the
2 instructional assignment; or

3
4 3. Successful completion of a program of training - the
5 training program must be specific to the area of
6 assignment and completed at a postsecondary
7 vocational or technical institution approved by the
8 State Board for vocational educational in the state
9 where the institution is located; or

10
11 4. A valid certificate, registration, or license which
12 was issued by the recognized state or national
13 credentialing agency in an area specific to the area
14 of assignment - the list of appropriate credentials
15 and the recognized credentialing agencies which is
16 compiled and published July 1 of each school fiscal
17 year by the State Director of the Division of
18 Workforce Development shall be used to determine
19 the appropriate credentials; or *Amended 6/19/01*

20
21 5. A certificate of completion of an apprenticeship as
22 established by the United States Department of
23 Labor, the Florida Department of Labor, or any state
24 apprenticeship department which is specific to the
25 area of assignment; or

26
27 6. Thirty (30) semester hours of college credit. The
28 college credit must have been earned by
29 occupational competency test (NOCTI tests) in the
30 area of assignment at an institution which is
31 approved by the state board for vocational education
32 in the state where the institution is located; or

33
34 7. A written verification of the candidate's
35 occupational competency - the verification of
36 occupational competency shall be signed by the
37 district director of technical and adult education and
38 the chairperson of the occupational advisory
39 committee specific to the area of assignment. The
40 verification shall include a listing of all current
41 members of the advisory committee and verification
42 that the candidate was endorsed by a majority of the
43 membership. *Amended 6/19/01*

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- (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

1 4. One (1) year of successful teaching experience in the
2 program area of assignment during the five (5) year
3 period immediately preceding the date of
4 application for employment.
5

6 (4) Initial Temporary and Part-time Certification
7

8 a. The Osceola District Schools' Certificates shall be issued in
9 accordance with Chapter 231, Florida Statutes and the
10 School Board Rules of Osceola County pertaining to
11 employment of instructional personnel. The cost of each
12 certificate and certificate renewal shall be determined by
13 the School Board. *Adopted 6/29/93*
14

15 b. An applicant for a full-time non-degreed vocational
16 certificate may be granted a three-year temporary certificate
17 when the appropriate fee, application, and supporting
18 documentation have been received. *Amended 6/30/92*
19

20 c. An applicant for a part-time non-degreed vocational
21 certificate may be granted an initial five-year certificate
22 when the appropriate fee, application, and supporting
23 documentation have been received. *Amended 6/30/92*
24

25 An instructor holding a valid part-time non-degreed
26 vocational certificate from another Florida school district
27 may be issued an Osceola District Schools' certificate by
28 completing the appropriate application. Documentation of
29 experience and the fee will be waived for those individuals
30 employed in our district. *Adopted 6/30/92*
31

32 (5) Initial Professional Certification
33

34 a. An instructor holding a valid full-time non-degreed
35 vocational certificate may be issued a five-year professional
36 certificate when the following criteria are met:
37

38 1. Three (3) years of successful teaching (under an
39 Osceola District Schools' issued full-time vocational
40 certificate) in the area for which occupational
41 expertise was established, and completion of twelve
42 (12) semester hours of college credit in education as
43 specified below: *Amended 6/30/92*
44

45 (a) Three (3) semester hours in principles and
46 philosophy of vocational education;
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(b) Three (3) semester hours in general methods of teaching vocational education which includes testing and evaluation;

(c) Three (3) semester hours in methods of teaching agriculture, business, health occupations, family and consumer sciences, 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. Submittal of official score report indicating a passing score on the professional education subtest of the FTCE; and official documentation of 12.0 or higher scores on the Test of Adult Basic Education (TABE), reading, math, and writing subtests on the D or A level full battery test. *Amended 07/01/02*

4. Demonstration of successful instructional performance.

5. Specific requirement for the Career Specialist certification includes completion of the Career

1 Specialist Professional Development Program as
2 verified by the district director of technical and
3 adult education. *Adopted 6/19/01*
4

5 6. Submittal of appropriate fee and application.
6 *Adopted 6/30/92*
7

8 b. An individual who has met the requirements for an Osceola
9 District Schools' five-year professional certificate and who
10 also holds a valid Florida Educator's Certificate shall
11 receive an initial Osceola District Schools' certificate with
12 the same validity period as the Florida Educator's
13 Certificate when the individual submits an application for
14 an Osceola District Schools' certificate and an appropriate
15 fee. *Adopted 6/30/92*
16

17 c. An individual who has not met the requirements for a five-
18 year professional certificate and whose three-year
19 temporary certificate has expired shall receive a one-year
20 temporary certificate when the requirements specified
21 below have been met: *Adopted 6/30/92*
22

23 1. Documentation of extenuating circumstances
24 beyond the individual's control that is approved by
25 the Superintendent; and *Adopted 6/30/92*
26

27 2. Submittal of an application for a district issued
28 certificate and appropriate fee. *Adopted 6/30/92*
29

30 (6) Renewal of Full-Time Vocational Certificates *Adopted 6/30/92*
31

32 An individual who holds a five-year professional Osceola District
33 Schools' certificate must complete the following for renewal:
34

35 a. Completion of a minimum of six (6) semester hours of
36 college credit which shall include three semester hours
37 specific to each area of coverage during each five-year
38 validity period; or
39

40 b. A combination of semester hours of college credit and
41 inservice points. Each twenty (20) inservice points
42 approved in the District Master Inservice Plan shall be
43 considered equivalent to one (1) semester hour of college
44 credit. The combination should be equivalent to six (6)
45 semester hours of college credit; or
46

47 c. A total of 120 inservice points; and

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d. Submittal of an application for an Osceola District Schools' certificate, appropriate fee and supporting documents to renew their five-year professional certificate.

(7) Renewal of Part-Time Vocational Certificates *Adopted 6/30/92*

An instructor holding a valid part-time non-degreed vocational certificate may be issued another five-year certificate upon submission of the application and fee within the last year of the validity period.

(8) Certificate Revocation *Adopted 6/29/93*

The Superintendent may revoke any Osceola District Schools' teaching certificate arising from misconduct, including but not limited to immorality, intoxication while on duty, gross insubordination, willful neglect of duty, assaults upon other persons, incompetence, unjustified interruption of the orderly conduct of a school or any school activity, conviction of any crime involving moral turpitude or other serious misconduct.

(9) Professional Status

a. All full-time non-degreed vocational instructors will have the same expectations, rights and privileges afforded the regular, full-time degreed staff.

b. All part-time non-degreed vocational teachers will have the same expectations, rights, and privileges afforded the regular, part-time degreed staff.

G. Teacher of Adult Education (Rank I, II or III)

(1) Full-time Instructional Personnel

Instructional personnel who are employed to teach full-time in the adult education cost category program numbers 401, 402, or 416 shall hold a valid full-time Educator's Certificate issued by the State Department of Education in the area of assignment and shall be governed by the same School Board policies as other full-time teachers. *Amended 6/30/92*

(2) Part-time Instructional Personnel

Instructional personnel who are employed to teach part-time in the adult education cost category program numbers 401, 402 or 416

1 shall be employed as teachers in compliance with Section
2 2.32.1725(1)(b), Florida Statutes, and shall be governed by the
3 criteria specified below: *Amended 6/30/92*

4
5 a. The Superintendent shall ensure that each candidate for
6 employment in a part-time teaching position in an adult
7 education program meets minimum requirements for
8 employment and shall maintain records of such information
9 in the candidate's personnel file.

10
11 b. Educational Training: The candidate shall hold a bachelor's
12 or higher degree with an undergraduate or graduate degree
13 major in the area of assignment or hold a bachelor's or
14 higher degree in another area and thirty (30) semester hours
15 in courses related to the area of assignment. The degree or
16 college credit must have been completed at an accredited
17 institution as specified in Rule 6A-4.003, FAC.

18
19 c. When the basic qualifications are verified and the
20 appropriate fee and application is received, Osceola District
21 Schools will issue a part-time adult education certificate
22 valid for five years. The certificate will be renewable upon
23 submission of the application and appropriate fee within the
24 last year of the validity period. *Adopted 6/30/92*

25
26 5.1.3 Assignment and Transfers

27
28 The School Board shall act on recommendations of the Superintendent regarding
29 transfer and promotion of any employee. Assignments shall be based on the
30 qualifications of personnel and the requirements of positions, and shall be made in
31 accordance with Section 230.23, subsection (5) (e) and Section 230.33, subsection
32 (7)(d), Florida Statutes.

33
34 Auth: 230.22, F.S.

35 Imple: 230.23(5)(e) and 230.33(7)(d), F.S.

36
37 5.1.4 Contracts

38
39 A. Annual Contracts

40
41 The School Board shall issue contracts to all instructional personnel in
42 accordance with Section 230.23, subsection (5)(b), Florida Statutes.
43 Florida law provides that the School Board cannot pay salary to a regular
44 instructional employee unless it has a contract with him. Further, the
45 Board cannot enter into a contract with the prospective employee until he
46 has a valid Florida certificate to teach. However, if an application for a
47 certificate has been filed through the District contact for certification, with

1 the necessary attachments, a contract may be issued on the basis of a State
2 Department of Education number assignment. *Amended 6/19/01*

3
4 The first 97 days of an initial annual contract is a probationary period.
5 During the probationary period, the employee may be dismissed without
6 cause or may resign from the contractual position without breach of
7 contract. *Adopted 6/15/99*

8
9 Auth. 230.23(5)(b) and 231.36(1)(b) Florida Statutes

10
11 B. Continuing Contracts

12
13 (1) A continuing contract is a contract for teaching service (as defined
14 below), issued under the provisions of Section 231.36, Florida
15 Statutes, entitling the holder to continuing employment without
16 annual appointment.

17
18 (2) An employee, who had continuing contract status prior to July 1,
19 1984, shall be entitled to retain such contract and all rights arising
20 therefrom in accordance with existing laws, rules of the State
21 Board of Education or any repealed laws unless the employee
22 voluntarily relinquishes his continuing contract. *Amended 7/23/91*

23
24 C. Professional Service Contract

25
26 (1) The School Board of each district shall provide a professional
27 service contract as prescribed herein. Each member of the
28 instructional staff, excluding supervisors and principals, in each
29 district school system who is employed with an effective date of
30 initial employment subsequent to July 1, 1982, who:

31
32 a. Holds a regular certificate as prescribed by F.S. ss. 231.17
33 and rules of the State Board of Education;

34
35 b. Has completed three (3) years of probationary service in the
36 district, one (1) year of which shall be the beginning teacher
37 program where required, during a period not in excess of
38 five (5) successive years, such service being continuous
39 except for leave duty authorized and granted; and

40
41 c. Has been recommended by the Superintendent for such
42 professional service contract and reappointed by the School
43 Board based on successful performance of duties and
44 demonstration of professional competence shall be issued a
45 professional service contract in such form as may be
46 prescribed by rules of the State Board.
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- (2) The professional service contract shall be effective at the beginning of the school fiscal year following the completion of all requirements therefore.

- (3) The period of service provided herein may be extended to four (4) years when prescribed by the School Board and agreed to in writing by the employee at the time of reappointment.

- (4) A School Board may issue a professional service contract to any employee who has previously held a professional service contract or continuing contract in the same or another district within this state.

- (5) A professional service contract shall be renewed each year unless the Superintendent, after receiving the recommendations required by F.S. ss. 231.29(5), charges the employee with unsatisfactory performance as determined under the provisions of F.S. ss. 231. 29 and notifies the employee in writing, no later than six (6) weeks prior to the end of the post-school conference period, of performance deficiencies which may result in termination of employment, if not corrected during the subsequent year of employment (which shall be granted for an additional year in accordance with the provisions in F.S. 231.36(1), except as otherwise hereinafter provided, this action shall not be subject to the provisions of chapter 120, but the following procedures shall apply:
 - a. On receiving notice of unsatisfactory performance, the employee, on request, shall be accorded an opportunity to meet with the Superintendent or his designee for an informal review of the determination of unsatisfactory performance.

 - b. An employee notified of unsatisfactory performance may request an opportunity to be considered for a transfer to another appropriate position, with a different supervising administrator, for the subsequent year of employment.

 - c. During the subsequent year, the employee shall be provided assistance and inservice training opportunities to help correct the noted performance deficiencies. The employee shall also be evaluated periodically so that he will be kept 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

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recommendation required by F.S. ss. 231.29(5), shall notify the employee, in writing, whether the performance deficiencies have been corrected. If so, a new professional service contract shall be issued to the employee. If the performance deficiencies have not been corrected, the Superintendent may notify the School Board and the employee, in writing, that the employee shall not be issued a new professional services contract; however, if the recommendation of the Superintendent is not to issue a new professional service contract, and if the employee wishes to contest such a recommendation, the employee will have fifteen (15) days from the receipt of the Superintendent's recommendation to demand, in writing, a hearing. In such a hearing, the employee may raise as an issue, among other things, the sufficiency of the Superintendent's charges of unsatisfactory performance within 45 days of receipt of the written appeal. The hearing shall be conducted in accordance with the provisions of Section 2.120.57(1)(a)1 Florida Statutes. A majority vote of the School Board shall be required to sustain the Superintendent's recommendation. The determination of the School Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment; or

e. A hearing conducted by a hearing officer assigned by the State Division of Administrative Hearings of the Department of Administration. The hearing shall be conducted within 45 days of receipt of the written appeal in accordance with Chapter 120, Florida Statutes. The recommendation of the hearing officer shall be made to the School Board. A majority vote of the School Board shall be required to sustain or change the hearing officer's recommendation. The determination of the School Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

D. Choosing Between Personnel on Continuing Contract or Professional Service Contracts

still have

Should the School Board have to choose from among its personnel who are on continuing contracts or professional service contracts as to which should be retained, such decisions shall be made pursuant to the terms of a collectively bargained agreement.

*Need
1 exp
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prof serv. contract.*

1 E. Return to Annual Contract Status

2
3 Any member of the instructional staff who is under continuing contract or
4 professional service contract may be dismissed or returned to annual
5 contract status only after a due process hearing as prescribed in Board Rule
6 10.1.

7
8 Auth: 230.22, F.S.

9 Imple: 230.23(5)(b), 231.36(3) - (5);120.53(1) 12s.57 - 129.59, and
10 230.22(2), F.S.

11
12 5.1.5 Suspension and Dismissal

13
14 A. Suspension and dismissal of instructional personnel shall be conducted in
15 accordance with the procedures contained in Board Rule 10.3 except that
16 the Superintendent may suspend members of the instructional staff in an
17 emergency in accordance with the provisions of Section 230.33,
18 subsection (7)(e), Florida Statutes.

19
20 B. Unethical use or administration of test materials may constitute a violation
21 of Florida Statutes 228.301, Test Security, and may result in fines,
22 imprisonment, and/or dismissal of involved employees.

23
24 Auth: 230.22, F.S.

25 Imple: 230.33(7)(e), 120.53(1), 120.57 - 120.59,231.085(2) and 231.36(6), F.S.

26
27 5.1.6 Resignations and Terminations

28
29 A. Resignation

30
31 (1) All instructional personnel requesting to be released from their
32 contract shall submit to the Superintendent the proper resignation
33 form. Resignation of teachers shall require at least two (2) weeks
34 written notice prior to termination unless authorized by the
35 Superintendent. Unused vacation days and personal leave charged
36 to sick may be used toward all or part of this requirement.

37
38 (2) All leave forms, termination forms, insurance card, prescription
39 card and other required paper work must be on file in the District
40 Personnel Office before the final pay check can be released.
41 Failure to give proper notice may delay the release of the final
42 check one pay period. Compensation for services rendered shall be
43 made following the established payroll date schedule.

44
45 (3) An exit interview shall take place prior to or at the time of
46 receiving the last check. Termination of all benefits shall be
47 effective as of the last official day of employment.

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B. Release from Contract

Any teacher who shall violate the terms of his contract by leaving his position without first being released from his contract by the School Board shall be reported to the Educational Practices Commission. The School Board shall take official action on such violation and furnish a copy of the proceedings to the certification section of the State Department of Education in accordance with Section 231.36, subsection (2), Florida Statutes.

5.1.7 Personnel Files

A. Social Security Card

An original Social Security Card must be presented at the time of employment and a copy will be maintained in the employee's personnel file.

B. A complete statement of the academic preparation, professional training, and teaching experience of each person to whom a certificate is issued, shall be furnished by the applicant to the Superintendent, on forms furnished by the Department of Education.

C. Performance Assessment

For the purpose of improving the quality of instructional, administrative, and supervisory services in the public schools of the District, the Superintendent shall establish procedures for assessing the performance of duties and responsibilities of all instructional personnel employed in the District and for the proper record keeping of the same.

An annual evaluation of each teacher shall also be prepared as prescribed by the Superintendent, and made available for inspection by the School Board, the Superintendent, the principal, the teacher and such other persons as the teacher or the Superintendent may authorize in writing in accordance with Section 231.29, subsections (2) and (3), Florida Statutes.

Auth: 230.22, F.S. Imple: 231.29(2) and (3), F.S.

5.1.8 Substitute Teacher

A. Substitute Teacher Certification

The purpose of substitute teacher certification is to provide evidence that substitute teachers in Osceola County are adequately qualified in order to protect the educational interests of students, parents and the public at

1 large. Substitute teachers who obtain certification in Osceola County shall
2 possess relevant and adequate skills to demonstrate an acceptable level of
3 professional performance. A four (4) year college degree is preferred, but
4 not required at this time.
5

6 The Osceola County Substitute Certificate shall be issued in accordance
7 with Chapter 231, Florida Statutes and the School Board Rules of Osceola
8 County pertaining to employment of instructional personnel. The cost of
9 each certificate and certificate renewal shall be determined by the School
10 Board. *Amended 7/23/91*
11

12 It shall be the responsibility of each applicant to qualify for a valid
13 certificate.
14

15 The Osceola County Substitute Certificate shall be valid for five (5) fiscal
16 school years and may be issued to an applicant who completes all
17 application requirements outlined in School Board Rules.
18

19 Application requirements are as follows:
20

- 21 (1) Complete application on file.
- 22
- 23 (2) File a complete set of fingerprints.
- 24
- 25 (3) Be at least 18 years of age.
- 26
- 27 (4) Have a valid high school diploma or GED certificate.
- 28
- 29 (5) Complete all forms for employment.
- 30
- 31 (6) File two (2) completed references.
- 32
- 33 (7) File the results of TB testing.
- 34
- 35 (8) Present an original Social Security card.
- 36
- 37 (9) Complete drug screening.
- 38
- 39 (10) Complete interview with Personnel.
40

41 B. Compensation
42

- 43 (1) Compensation for substitute teachers and Adult Education
44 Instructors shall be computed using the School Board approved
45 salary schedule. *Amended 6/30/92*
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(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 5.2.1 Time Schedule - School Day, Week and Year

4
5 A. Work Year

6
7 Instructional personnel are required to work each school year not less than
8 196 days of service excluding Sundays and holidays, which shall include
9 at least 180 actual teaching days, or the equivalent on an hourly basis, as
10 specified by Section 236.02, subsection (3), Florida Statutes, and State
11 Board Rule 6A-1.451(3).

12
13 B. Supervision of Students

14
15 All members of the faculty are responsible for the supervision of the
16 students during school hours regardless of specific scheduled assignment.

17
18 Teachers desiring to leave the campus between the time school starts and
19 the end of the school day for students shall obtain permission from the
20 principal.

21
22 C. Released Time

23
24 Each principal shall have the authority to release members of his staff for
25 less than one-half (1/2) day for temporary absence without requesting
26 approval of the Superintendent or School Board, provided, however, that
27 these temporary absences are kept to a minimum and that the principal
28 assumes responsibility for such absences. In cases where other staff
29 members are able to conduct the class of the excused teacher and a
30 substitute is not required, it shall not be necessary to charge the excused
31 teacher with personal or sick leave; however, if personal leave is charged,
32 the Superintendent shall be consulted. Each principal shall keep a record
33 of such temporary absences, the time involved, and the reason for each
34 absence.

35
36 D. School Hours

37
38 All schools shall maintain regularly scheduled school hours. In no case
39 shall school be dismissed for a sports event or any other activity at an hour
40 other than the scheduled time for dismissal without prior approval of the
41 Superintendent. Exceptions may be made by the principal in case of
42 emergencies where the safety and welfare of the students are in jeopardy.

43
44 The principal of each school shall design a working schedule which will
45 best serve the needs of the community and which shall be approved by the
46 Superintendent and coordinated with the operation of the transportation
47 system.

1
2 Auth: 230.22,F.S. Imple: 236.02(3), 230.33(7)(f), and 231.085(5), F.S.
3

4 5.2.2 Vacations and Holidays
5

6 A. Twelve (12) month instructional personnel shall be given vacation days
7 and holidays as may be recommended by the Superintendent and approved
8 by the School Board.

9 Annual leave used shall be charged against accumulated balances on a
10 last-in-first-out basis. *Adopted 6/19/01*
11

12 B. At the time of retirement or separation of employment, unused vacation
13 leave shall be paid as terminal pay. For employees with five or more years
14 experience in the District, terminal payment for unused vacation leave
15 shall be made to the District's Section 401(a) qualified Special Pay Plan to
16 the extent allowed by the plan document and applicable law. Those
17 persons earning vacation leave, upon entering the Deferred Retirement
18 Option Program (DROP) may choose to receive payment for all or part of
19 their accumulated vacation leave at the time of entrance into the DROP.
20 Those persons choosing to receive a partial payment will receive the
21 remainder at the time of separation from employment.

22 *Adopted 6/16/98, Amended 6/27/00*
23

24 C. Employees in positions earning vacation leave who transfer or are assigned
25 to positions which do not earn vacation leave may receive payment for
26 unused vacation leave at the time of transfer or reassignment. For
27 employees with five or more years experience in the District, such
28 payment for unused vacation leave shall be made to the District's Section
29 401(a) qualified Special Pay Plan to the extent allowed by the plan
30 document and applicable law. *Adopted 6/27/00*
31

32 Auth: 230.22, F.S. Imple: 231.39 and 236.02(3), F.S.; and SBR 6A-1.82
33

34 5.2.3 Temporary Duty Assignment of Employees
35

36 When mutually agreed upon, employees may be assigned to be temporarily absent
37 from their regular duties and places of employment for the purpose of performing
38 other educational services, including participation in school surveys, professional
39 meetings, study courses, workshops, etc. Such assignment to temporary duty shall
40 ordinarily be initiated by the District administration, but an employee may request
41 assignment to temporary duty, subject to approval by the Superintendent.
42 Employees shall receive their regular pay and may be allowed expenses as
43 provided in Board Rule 2.4.8. Such temporary duty shall be considered equal to
44 the regular duties of the individual, and employees performing such assigned
45 temporary duties shall not be considered to be on leave. Employees may not be
46 assigned for temporary duty for the purpose of earning college credits, improving

1 rank or renewing certificates, except when participating in a staff development
2 program approved by the School Board.

3
4 Auth: 230.22, F.S. Imple: 231.42, F.S. and SBR 6A-1.84.

5
6 5.2.4 Wearing Apparel

7
8 Teachers' dress shall be dignified, non-disruptive and in good taste. The Principal
9 may direct any teacher whose wearing apparel, in the Principal's opinion, violates
10 this policy, to change into suitable clothing. If the teacher refuses to do so, the
11 Superintendent may suspend the teacher until the teacher complies with the
12 Superintendent's request. Such suspensions shall be pursuant to Section 231.36,
13 subsection (6), Florida Statutes.

14
15 Auth: 230.22, F.S.

16 Imple: 231.09(2), 231.36(6), 120.53(1), 120.57-120.59, 230.33(7)(e), and
17 231.085(2), F.S.

18
19 5.2.5 Workers' Compensation

20
21 All employees of the School Board are entitled to benefits of Workers'
22 Compensation when qualified as prescribed under Florida Law. The employee
23 shall receive his regular salary less workers' compensation payments while on
24 illness-in-line-of-duty leave.

25
26 5.2.6 Pallbearer

Keep this portion

27
28 The head of a district department or a principal has the authority to allow any
29 member of the instructional staff to act as pallbearer.

30
31 Auth: 230.22, F.S.

32 Imple: 231.085, F.S.

33
34 5.2.7 Tutoring

35
36 No member of the instructional staff shall receive compensation for tutoring a
37 pupil enrolled in his or her class. Teachers who receive compensation for tutoring
38 shall not use public school facilities for such purpose.

39
40 Auth: 230.22, F.S.

41 Imple: 232.02, F.S., and SBR 6A-1.951.

42
43 5.2.8 Residence

44
45 Teachers employed by the School Board are encouraged but not required to live in
46 Osceola County. Living out of the county does not exempt the teacher in any way
47 from his prescribed duties.

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5.2.9 Inter-school and Intra-school Visitation

A member of a school's instructional staff may be recommended by the principal and Director of Staff Development for a maximum of two (2) days of visitation per year for the purpose of improving instruction. The teacher shall make necessary arrangements with the school to be visited. Under no circumstances shall a teacher visit another school unless the visit has been prearranged and provided, further, that the teacher, upon arrival to the host school, reports first to the office of the principal. Application should be made according to provisions of the Master In-service Plan, a copy of which shall be available in each school library.

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

5.3 LEAVES OF ABSENCE

During the school year, when it is necessary to be absent from duty, any member of the instructional staff may secure leave of absence as prescribed by law, pursuant to rules of the Board. Any such leave shall be classified as one of the following:

- A. Illness-in-line-of-duty leave
- B. Maternity leave
- C. Military leave
- D. Personal leave
- E. Professional leave
- F. Staff Development leave
- G. Sick leave
- H. Sabbatical leave
- I. Adoptive leave
- J. Jury Duty Leave
- K. Witness Leave
- L. Charter School Leave

1 M. Natural Disaster 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
8 The Superintendent may grant leaves as authorized by School Board Rules. When
9 leave is granted, it shall be with or without pay as provided by law and School
10 Board Rule, and shall be allowed only when the operation of schools is protected
11 against undue interruption because of the absence of employees. *Amended 7/23/91*

12
13 Auth: 230.22, F.S.

14 Imple: 231.39 - 231.43, F.S., SBR 6A-1.76

15
16 5.3.2 Advance Granting of Leave

17
18 Leaves shall be officially granted in advance and shall not be granted
19 retroactively, provided that leaves for sickness or other emergencies may be
20 deemed to be granted in advance if prompt reporting is made to the proper
21 authority.

22
23 Auth: 230.22, F.S.

24 Imple: 231.39 - 231.43, F.S., SBR 6A-1.76.

25
26 5.3.3 Purpose Specified

27
28 Leave granted on the request of an employee shall be for a particular purpose or
29 cause which shall be set forth in a written application. The Board reserves the
30 right to determine that the leave is issued for the purpose or cause set forth in the
31 application. If not so used as specified, the leave approval is subject to
32 cancellation by the School Board.

33
34 Auth: 230.22, F.S.

35 Imple: SBR 6A-1.79 and 231.39, F.S.

36
37 5.3.4 Records of Absence

38
39 The principal of each school shall see that records of leave are kept and submitted
40 to the Superintendent at least once a month on forms prescribed for that purpose
41 in accordance with Section 231.45, Florida Statutes. The Superintendent shall
42 keep complete records of all instructional personnel with regard to absences, and
43 shall consult with the School Board concerning the disposition of any claims for
44 payment of benefits as provided herein.

45
46 Auth: 230.22, F.S. Imple: 231.45 and 231.46, F.S., SBR 6A-1.77

47

1 5.3.5 Illness-in-line-of-Duty Leave

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"Illness-in-line-of-duty" is absence from duties necessary because of personal injury received in the discharge of duty or because of illness from a contagious or infectious disease determined to have been contracted in school work.

Auth: 230.22, F.S. Imple: 231.41, F.S.

9 5.3.6 Maternity Leave

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Maternity leave shall be granted for absence necessary by reason of pregnancy and child birth. Sick leave may be granted for maternity leave, to the extent of an employee's eligibility for sick leave, at the option of the employee.

Auth: 230.22, F.S.
Imple: 231.39(s) and 231.40, F.S.

18 5.3.7 Military Leave

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Military leave shall be granted without pay, except as provided in Section 115.07, Florida Statutes, to employees who are required to serve in the Armed Forces of the United States or of this State in fulfillment of obligations incurred under Selective Service laws or because of membership in the reserves of the Armed Forces or National Guard. At the termination of this service, employees must make application for reemployment within six (6) months following the date of discharge or release from active duty. The School Board shall have a period not to exceed six (6) months, to reassign the employee to duty in the school system. Military leave shall not be counted as years of service toward a continuing contract.

Auth: 230.22, F.S.
Imple: 231.39(2) and 115.07 F.S.

34 5.3.8 Personal Leave

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37

A. Without Pay

Instructional personnel may be granted personal leave without pay by the Principal or Administrator. A person on personal leave without pay may not receive holiday pay unless he works or is on paid leave the day before and the day after the holiday. *Amended 7/23/91*

43 B. Charged to Sick Leave

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47

A member of the instructional staff may be absent with pay for personal reasons. Such absences shall be charged only to accrued sick leave as provided by law and leave for personal reasons shall be noncumulative.

1
2 Auth: 230.22, F.S
3 Imple: 231.43, F.S., 231.40(2)(a)2
4

5 5.3.9 Professional Leave
6

7 Professional leave is defined as leave granted to a member of the instructional
8 staff to engage in activities which will result in his professional benefit and
9 advancement, including earning of college credits and degrees, or that will
10 contribute to the profession of teaching.

11
12 Auth: 230.22, F.S. Imple: 231.39(1), F.S.
13

14 5.3.10 Sick Leave
15

16 A. Sick Leave
17

18 Any full-time employee of the District who is unable to perform his or her
19 duty in the District on account of personal sickness, accident disability, or
20 extended personal illness, or because of illness or death of father, mother,
21 brother, sister, husband, wife, child, or other close relative, or member of
22 his or her own household, and consequently has to be absent from his or
23 her work shall be granted leave of absence for sickness by the
24 Superintendent. *Adopted 6/19/01*
25

26 An employee may authorize his or her spouse, child, parent, or sibling who
27 is also an employee to use sick leave that has accrued to the authorizing
28 employee. The recipient may not use the donated sick leave until all of his
29 or her sick leave has been depleted, excluding sick leave from the sick
30 leave pool. Donated sick leave shall have no terminal value. *Adopted*
31 *6/19/01*
32

33 Sick leave used shall be charged against accumulated balances on a last-in-
34 first-out basis. *Adopted 6/19/01*
35

36 In cases of investigated sick leave abuse, the principal may recommend to
37 the Superintendent that the employee present a certificate of illness from a
38 licensed physician. *Amended 6/29/93*
39

40 Absence because of illness beyond accumulated sick leave is considered
41 personal leave without pay. *Amended 7/23/91*
42

43 B. Terminal Pay for Accumulated Sick Leave *Amended 07/01/02*
44

45 (1) Instructional personnel eligible to retire according to Florida
46 Retirement Systems guidelines, or his/her beneficiary if service is
47 terminated by death, and retirees returning to active employment

*This has
major
implications
check
w/Berry*

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shall be entitled to payment for the maximum accumulated sick leave allowed by law at time of termination. Payment shall be made at the current daily rate of pay.

(2) For employees with five or more years experience in the District, terminal payment for unused sick leave shall be made to the District's Section 401(a) qualified Special Pay Plan to the extent allowed by the plan document and applicable law. *Adopted 6/27/00*

(3) Annual contributions to the Special Pay Plan ("the plan") based on accumulated sick leave shall be made for employees enrolled in DROP to the extent allowed by the plan document and applicable law. Such contributions will be calculated each June 30 subsequent to the employee's enrollment in DROP. Days for which contribution is made to the plan will be deducted from the employee's leave balance on a first in first out basis. Contributions will be calculated based on the employee's daily rate of pay as of each computation date. Amounts contributed will not be adjusted for subsequent changes in daily rate of pay. The cumulative total number of days for which contributions are made to the plan and paid as terminal sick pay will not exceed the number of days for which payment would be allowed as terminal sick pay under rules in effect on each computation date. For this calculation, days previously deducted due to plan contributions will be added back to leave balances on the computation date. Days previously contributed to the plan properly computed as of the computation dates will not be withdrawn due to subsequent leave usage by the employee or other subsequent events, except as required by law or rule. *Adopted 6/27/00*

Imple: 231.40, F.S.

5.3.11 Unauthorized Leave

All absence from duty for good reason shall be covered by leave duly authorized. Any employee willfully absent from duty without leave shall forfeit compensation for the time of such absence and shall be subject to discharge and forfeiture of tenure and all other rights and privileges provided by law. If an employee granted leave fails to return to duty at the termination of leave, his employment shall be subject to cancellation by the School Board.

Auth: 230.22, F.S.
Imple: 231.44, F.S. and SBR 6A-1.77

1 **5.3.12 Sabbatical Leave**

2
3 Sabbatical leave for study, research, educational travel or such reason as approved
4 by a sabbatical committee shall be granted by the Board to teachers who have four
5 (4) or more years of service in Osceola County. This leave shall be granted for a
6 period not to exceed one (1) year.
7

8 **5.3.13 Adoptive Leave**

9
10 A teacher adopting a child of pre-school age or less shall be entitled to adoptive
11 leave without pay not to exceed one (1) year.
12

13 **5.3.14 Jury Duty**

14
15 An employee shall be authorized to be absent from assigned duties, and shall
16 receive his regular salary plus court fees while serving as a juror in any court case.
17 If notice of jury duty is received, the Principal or Administrator should be
18 immediately notified in writing. Proper leave shall be requested. *Amended*
19 *7/23/91*
20

21 In the event that the employee is excused from further attendance, the employee
22 shall return to his place of assignment as expeditiously as possible. Leave forms
23 will show the adjustment. *Amended 6/27/95*
24

25 Auth: 230.22, F.S. Imple: 231.39, F.S.
26

27 **5.3.15 Witness Leave**

28
29 An employee of the School Board may be absent from assigned duties and shall
30 receive his regular salary, plus any witness fees, while serving as a witness in any
31 court case or other legal or administrative proceeding under the following
32 conditions:
33

- 34 A. That the person has been subpoenaed by the court or agency having
35 subpoena powers.
36
37 B. That the employee shall submit a copy of the subpoena or letter from
38 either attorney in the case to the Principal or Administrator.
39

40 In the event that the employee is excused from further attendance, the employee
41 shall return to his place of assignment as expeditiously as possible. Leave forms
42 will show the adjustment. *Amended 7/23/91 & 6/27/95*
43

44 Auth: 230.22, F.S. Imple: 231.39, F.S.
45
46
47

1 5.3.16 Family Medical Leave *Adopted 7/2/96, Substitute adopted 6/15/99*

2
3 The board will provide Family and Medical Leave to qualified employees
4 pursuant to the provisions of The Family and Medical Leave Act (FMLA), Federal
5 Regulations. The Superintendent is authorized to create and carry out all
6 procedures necessary to implement this Rule and The Family and Medical Leave
7 Act of 1993.

8
9 Authority: Federal Regulations, Part 825 of the Code of Federal Regulations,
10 Title 29, US Department of Labor, Employment Standards Administration, Wage
11 and Hour Division.

12
13 A. To be “eligible” to apply for leave authorized under the FMLA, an
14 employee must:

- 15
16 (1) have worked for the District for at least twelve (12) months; and
17
18 (2) have worked at least 1,250 hours, as determined by the Fair Labor
19 Standard Act, during the year preceding the start of the leave.
20

21 An eligible employee is entitled to take up to 12 weeks for FMLA leave in a
22 “rolling” 12 month period measured backward from the date an employee uses
23 FMLA leave.
24

25 B. Leave may be requested for any of the following reasons:

- 26
27 (1) Birth of a child and care for a newborn child
28
29 (2) Placement of a child for adoption or foster care
30
31 (Leave must be completed within 12 months of birth, adoption or
32 foster placement, 825.201)
33
34 (3) Leave to care for employee’s spouse, child or parent with a serious
35 health condition
36
37 (4) Leave due to employee’s own serious health condition that makes
38 the employee unable to perform the functions of his/her position
39 because he/she is:
40
41 a. unable to work at all due to the serious health condition; or
42
43 b. unable to perform any one of the essential functions of the
44 position within the meaning of the Americans with
45 Disabilities Act, due to the serious health condition.
46

47 C. FMLA limits the leave that may be taken by spouses who work for the
48 same employer to a combined total of 12 workweeks during any 12 month

1 period if leave is taken for (1) birth of the employee's son or daughter or to
2 care for the child after birth; (2) for placement of a son or daughter with
3 the employee for adoption or foster care, or to care for the child after
4 placement; or (3) to care for the employee's parent with a serious health
5 condition. The limitations do not apply, however, to leave taken by either
6 spouse to care for the other who is seriously ill and unable to work, to care
7 for a child with a serious health condition, or his or her own serious
8 illness.

- 9
10 D. FMLA requires an employer to maintain coverage under any "group health
11 plan...for the duration of such leave and under the conditions coverage
12 would have been provided if the employee had continued in employment
13 continuously for the duration of such leave." In the case of unpaid FMLA
14 leave, premium amounts and due dates will be provided to the employee
15 by Risk & Benefits Management. An employee may choose not to retain
16 group health plan coverage or optional benefits during FMLA leave.
17 However, when a employee returns from leave, the employee is entitled to
18 be reinstated on the same terms as prior to taking the leave, including
19 family or dependent coverages, without any qualifying conditions.

20
21 The regulations provide for a 30-day grace period after agreed upon date
22 for payment within which the employee may make payment of the
23 premium without affecting health benefit coverage. If the employee does
24 not make the payment within the 30-day grace period, the District will
25 cease to maintain health coverage on the date the grace period ends, but in
26 no event shall the District cease to maintain health coverage without
27 having first given the 15-day required notice.

28
29 The District can recover premiums it paid for maintaining group health
30 plan coverage during the period of unpaid FMLA leave if the employee
31 fails to return to work and terminates their employment except due to:

- 32
33 (1) His/her own serious health condition.
34
35 (2) Circumstances beyond his/her control.
36
37 (3) Denial or restoration due to key employee status.

38
39 Auth: F.R. 825.209

- 40
41 E. Employees must give 30 days advance notice to the District of the need to
42 take unpaid FMLA leave when it is foreseeable. When it is not practicable
43 under the circumstances to provide such advance notice, notice must be
44 given "as soon as practicable," ordinarily within one or two business days
45 of when the employee learns of the need for the leave. F.R. 825.100;
46 825.302.
47

- 1 F. Employees who wish to take Medical Leave as outlined above, should
2 consult with employers when giving notice and make reasonable efforts to
3 schedule the leave so as not to unduly disrupt the employer's operations,
4 subject to approval of the health care provider (F.R. 825.302; 825.303).
5
- 6 G. Medical Leave as outlined above may be taken intermittently when
7 medically necessary. Under such circumstances, the employer may require
8 the employee to transfer temporarily, during the period the intermittent or
9 reduced leave schedule is required, to an available alternative position for
10 which the employee is qualified and which better accommodates recurring
11 periods of leave than does the employee's regular leave position (F.R.
12 825.203; 825.204).
13
- 14 H. Although FMLA leave is generally unpaid, the Act permits an employee to
15 substitute accrued paid leave under certain circumstances. Accrued paid
16 vacation or personal leave may be substituted for any FMLA qualifying
17 purposes. Any accrued paid leave used will run concurrently with the
18 employee's FMLA leave. If the employer designates the leave as FMLA
19 leave, the employee's FMLA 12-week leave entitlement may run
20 concurrently with a worker's compensation absence when the injury is one
21 that meets the criteria for a serious health condition.
22
- 23 As the worker's compensation absence is not unpaid leave, the provision
24 for substitution of the employee's accrued paid leave is not applicable
25 (F.R. 825.207).
26
- 27 I. The District will require a medical certification from a health care provider
28 to support ALL FMLA leave requests. Employees must provide such
29 certification in a timely manner. In addition, for leaves due to a serious
30 health condition, a periodic status report will be required and the employee
31 will be required to provide a fitness-for-duty at the time the employee
32 returns to work. Also, the employee has a responsibility to advise Risk &
33 Benefits Management of any significant changes in his/her condition or
34 condition of family member who is under his/her care. Any employee
35 contact changes during the leave need to be submitted to Risk & Benefits
36 Management immediately. (F.R. 825.305).
37
- 38 J. An eligible employee who takes FMLA leave is entitled to be restored to
39 the same position that the employee held when the leave started, or to an
40 equivalent position with equivalent benefits, pay, and other terms and
41 conditions of the employment.
42

43 5.3.17 Charter School Leave
44

45 An employee of the School Board may take unpaid leave to accept employment in
46 a Charter School upon the approval of the School Board. While employed by the
47 Charter School and on leave that is approved by the School Board, the employee

1 may retain seniority accrued in the School District and may continue to be covered
2 by the benefit programs of the School District, if the Charter School and the
3 School Board agree to this arrangement and its financing. The employee must
4 apply for Charter School Leave on an annual basis. An employee who is granted
5 Charter School leave may not participate in the sick leave pool because the
6 employee is not an employee of the District while on Charter School Leave. If the
7 District at the end of the leave employs the employee, the employee may
8 participate in the sick leave pool and will be credited with accumulated sick leave
9 in accordance with School Board policy when the employee returns.

10
11 **5.3.18 Natural Disaster Leave**

12
13 If an employee is affected by a Natural Disaster in the county where the employee
14 resides, then that employee may be eligible for Natural Disaster Leave.

- 15
16 A. Natural Disaster: A Natural Disaster means a tornado, hurricane, flood,
17 fire or similar event.
18
19 B. Eligibility: An employee may be eligible for Natural Disaster Leave if the
20 employee or the employee's immediate family (spouse, parents,
21 grandparents, children, grandchildren, or siblings) have been directly
22 affected by the natural disaster. A person is directly affected by the natural
23 disaster under the following circumstances:
24
25 (1) Personal injury as a result of the natural disaster,
26
27 (2) Substantial loss of property as a result of the natural disaster.
28
29 C. Application: An eligible employee may file an application for a maximum
30 of ten days of paid Natural Disaster Leave. The application must include
31 documentation to support the employee's eligibility and the number of
32 days requested. An eligible employee must file an application for Natural
33 Disaster Leave within sixty days of the natural disaster.
34
35 D. Approval of Leave: A determination of eligibility for Natural Disaster
36 Leave is solely within the discretion of the Superintendent or his designee.
37 The number of days of Natural Disaster Leave granted to an eligible
38 employee is also solely within the discretion of the Superintendent or his
39 designee. An employee who has been granted Natural Disaster Leave may
40 request an extension of the number of days of the leave. Approval of an
41 extension is solely within the discretion of the Superintendent.
42
43 E. Reimbursement: The Natural Disaster Leave shall be paid retroactively to
44 eligible employees as a reimbursement after their application has been
45 approved by the Superintendent.
46
47

1 5.4 BENEFITS AND DUTIES

2
3 5.4.1 Retirement and Retirement Annuities Program

Must keep in intent w/in statute

4
5 A. Florida Retirement System

6
7 All new school employees must participate in the Florida Retirement
8 System (FRS) as a condition of employment.

9
10 B. Teachers Retirement System

11
12 Instructional Personnel on the Teachers Retirement System (TRS) prior to
13 December 1, 1970, may continue in the Teachers Retirement System,
14 provided there has been no break in continuity of service. Teachers in
15 question should check with the Personnel Department or with the
16 Retirement System as to their status. Contributions by members of the
17 TRS shall be outlined in Section 238.11 Florida Statutes.

18
19 C. Retirement Annuities Program *Amended 11/7/95*

20
21 (1) The School Board will consider annually, upon the
22 recommendation of the Superintendent, requests for retirement
23 annuities for school personnel with 25 or more years of creditable
24 service (at least five [5] of which must have been in this district)
25 who have reached the age of 55 and have applied for retirement
26 under the Florida Retirement System or Teachers Retirement
27 System.

28
29 a. All requests must be received between September 1 and
30 October 31 of the calendar year for those requesting
31 retirement during or at the conclusion of that school year or
32 four (4) months prior to retirement if planning retirement
33 before February of that school year.

34
35 b. A copy of the official determination, by the Division of
36 Retirement, of the projected monthly benefits at the
37 effective date of retirement based on the average monthly
38 compensation and creditable service as of the member's
39 early retirement date and the actual early retirement benefits
40 shall accompany the request.

41
42 c. Requests of applicants between the ages of 50 and 54 may
43 also be considered by the School Board if the Board first
44 determines for that year that is economically feasible to do
45 so.
46

- 1 (2) Between November 1 and November 30 an annual survey and
2 study will be conducted prior to the determination of the
3 Superintendent and School Board on the feasibility of the program
4 being offered during that school year with no commitment to offer
5 the program in future years unless the School Board opts to do so
6 after reviewing the annual survey. The employee may be required
7 to contribute to the annuity in order to qualify.
8
9 (3) The Board upon the recommendation of the Superintendent will
10 determine before January 15, whether or not the program will be
11 offered for that year.
12
13 (4) If the program is offered, the Superintendent shall make
14 recommendations pertaining to either the investment in a specific
15 amount of current funds or the purchase of an adequate annuity
16 either of which would provide earned income in an amount
17 sufficient to provide the annual early retirement supplemental
18 benefit for the named employee.
19
20 (5) In the event an employee has earned experience in a public school
21 system in another state, the School Board may choose to purchase
22 such out-of-state experience (up to five years) as is necessary to
23 provide regular retirement benefits. This experience may not be
24 purchased in addition to an annuity.
25
26 (6) The maximum monthly benefit to any individual shall be in
27 compliance with Florida Statutes.

28
29 Auth: 230.22, F.S. Imple: 231.495, F.S.
30

31 5.4.2 Social Security

32 Social Security is required of every member of the Florida Retirement System.
33

34 Auth: 230.22, F.S. Imple: 121.05(3), F.S.
35
36

37 5.4.3 Legal Duties

38 Instructional Personnel shall be subject to the rules and regulations of the State
39 Board, Section 231.09, Florida Statutes, and to those rules of the School Board
40 contained herein in the performance of their duties.
41

42 Auth: 230.22, F.S. Imple: 231.09, F.S.
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1 5.4.4 Professional Duties

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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 School Board and members of the instructional staff.

Duty for Guidance Counselors will be assigned in accordance with the Board adopted 75/25 plan as specified by State Statutes.

B. Faculty Meetings

Each principal shall hold regular faculty meetings and may hold such special faculty meetings as may be considered necessary. No teacher shall be absent from a faculty meeting without the principal's prior approval. Faculties shall consider among other items the following matters:

- (1) Administrative problems and procedures
- (2) School policies
- (3) Professional study for improvement
- (4) Involvement in total curriculum
- (5) Youth guidance

C. Field Trips

Teachers planning field trips shall:

- (1) Schedule each trip with school principal, specifying the destination, the method of transportation, and the period of absence from school.
- (2) Complete all necessary arrangements with the organization, firm, or owner or the property to be visited.
- (3) Obtain from parents of all pupils who are to participate in a field trip written permission, on the District form, for their children to be

1 away from school during the time required for the trip and to
2 participate in the planned activity.

- 3
4 (4) Notify Food Service in advance of any trips interrupting normal
5 lunch periods. (Refer to Chapter 8, Section 8.8.4 of these Rules)

6
7 School buses may be used for school activity trips for which
8 approval has been obtained from the Superintendent as provided in
9 Rule 3.1.1.

10
11 Auth: 230.22, F.S. Imple: 231.085 and 231.09, F.S.

12
13 5.4.5 Attendance Records

14
15 It shall be the responsibility of the principal to ensure that complete and accurate
16 attendance records are maintained. It shall also be the principal's responsibility to
17 ensure that teachers keep complete and accurate records of individual class
18 attendance in their grade books. The teachers' grade books are kept at the school
19 as back-up documentation to attendance. *Amended 6/30/92*

20
21 Auth: 230.22, F.S. Imple: 231.085(3) and 231.09(7), F.S.

22
23 5.4.6 Lesson Plans

24
25 Each teacher shall follow a regular system of unit and lesson planning. The
26 practice of merely giving text and workbook pages shall be considered inadequate.
27 The principal shall assist teachers in the development of satisfactory unit and
28 lesson plans to ensure an adequate instructional program.

29
30 Auth: 230.22, F.S. Imple: 231.09(1), F.S.

31
32 5.4.7 Teacher Salaries and Benefits

33
34 A. General

35
36 Teachers shall be paid at the level of experience and degree or its
37 equivalent as shown on the official transcript from an accredited college or
38 university in combination with appropriate experience when required and
39 shall accrue benefits under the provisions of employment set forth in
40 subsections 230.33(7)(b) and 230.23(5)(d), and Sections 231.02 and
41 236.0711, Florida Statutes, and in accordance with State Board Regulation
42 6A-1.52. The salary schedule shall be based on a full day schedule of
43 assigned responsibilities during the 196-day or longer school year.

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B. Experience

Teaching and vocational experience shall be allowed based on criteria recommended by the Superintendent and approved by the School Board. Administrative experience shall count as teaching experience on the salary schedule.

C. Substitute Teachers

The Superintendent is authorized to act on behalf of the School Board in appointing emergency teachers in accordance with the provisions of State Board Regulation 6A-1.54 and Board Policy Chapter 5.

D. Annual Contracts

Any certificated, full-time instructional employee who does not meet the requirements for a continuing contract or professional service contract as provided by law and State Board of Education regulations shall be placed on an annual contract status.

E. Professional Service Contracts

A professional service contract shall be issued by the School Board to any member of the instructional staff who meets the requirements of Board Rule 5.1.5 C, as prescribed by Section 231.36, F.S. *Amended 7/23/91*

F. Personnel Employed Beyond Ten Months

In order to be eligible for summer programs, instructional personnel shall have been employed by the School Board in the preceding regular ten (10) month term and have been re-employed for the following school year.

G. Summer School Salary Schedule

Instructional personnel employed for summer programs shall be paid in accordance with the salary schedule of the preceding regular ten (10) month term.

H. Year's Service

The minimum time which may be recognized as a year of service shall be 99 days of full-time actual service in any one regular school year. Half-time teaching shall be combined for salary credit, i.e. two (2) one-half (1/2) years or two (2) half-time years equal one (1) year of experience.

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Chapter 6

Student Services

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1 **6.0 STUDENT SERVICES**

2
3 **6.1 STUDENT SERVICES**

4
5 Student Services is an organized, cooperative team effort of professional and
6 instructional personnel, designed for the purpose of meeting student needs. It
7 shall be the responsibility of the Student Services Team to help students achieve
8 their goals, cope with their concerns, and develop positive and healthy self-
9 concepts.

10
11 The Student Services Team shall share the responsibility with the home and
12 community in giving professional aid to students in all areas of development,
13 particularly in providing them with the opportunity to acquire the minimum skills
14 necessary to function effectively and meet the challenges of today's society. The
15 following services shall be among those provided: guidance and counseling which
16 shall include occupational information, attendance services, psychological
17 services, health services, conflict resolution services and testing services.
18 *Amended 6/28/94*

19
20 Auth: 230.22, F.S.
21 Imple: 230.2313, F.S.

22
23 **6.1.1 Guidance and Counseling**

24
25 Each elementary, middle, high, and postsecondary student in Osceola County will
26 have access to services provided by certified guidance personnel. School
27 counselors are required to spend seventy-five percent of work time providing
28 direct counseling-related service to students and no more than twenty-five percent
29 of work time to administrative activities, which must relate to guidance services.
30 *Amended 6/29/93 & 6/28/94*

31
32 Auth: 230.22, F.S.
33 Imple: 230.2313(3)(a) and 233.066(2), F.S.

34
35 **6.1.2 Career Placement Specialists *Amended 6/19/01***

36
37 Follow-up studies shall be conducted which will include all students graduating or
38 leaving the public school system, or completing a vocational program. Placement
39 services will be provided on a countywide basis to meet employer and student
40 needs, secondary and post secondary. An exit interview shall be conducted with
41 each student who withdraws from the secondary school. Evidence shall be kept
42 on file for three (3) years or until after the FTE audit is completed, whichever is
43 longer.

44
45 In compliance with the Blueprint for Career Preparation, middle school career
46 specialists must document individual career counseling for each middle school

1 student. Evidence shall be kept on file for three (3) years or until the FTE audit is
2 completed, whichever is longer. *Amended 6/29/93 & 6/19/01*

3
4 Auth: 239.67(2), F.S.; 230.22, F.S. Imple: 230.2313(3)(d), F.S. and SBR 6A-6.71(4)

5
6 **6.1.3 Attendance Services**

7
8 Each school principal shall develop procedures based on guidelines set forth by
9 the Superintendent's office for contacting parents regarding school or class
10 absence.

11
12 These procedures shall be on file in the Superintendent's office.

13
14 Auth: 230.2313(3)(c), 232.01, 232.09, 232.17 and 232.19, F.S.

15
16 **6.1.4 Psychological Services**

17
18 Psychological services shall be provided by certified psychologists, who shall be
19 assigned to schools by the Director of Student Services.

20
21 **6.1.5 Health Services**

22
23 A. Health services shall be provided at each school. The registered nurses
24 shall have a schedule of regular visits to the schools and shall provide
25 training and supervision for the Health Aides. A checklist of skills shall
26 be used by the registered nurses to document when Health Aides have
27 successfully demonstrated mastery of the required skills. Records relating
28 to student health and immunizations shall be kept current by the Health
29 Aide at each school site. *Amended 7/21/98*

30
31 B. Students suspected of having a health-related disability shall be referred to
32 the registered nurse assigned to the school. Additionally, a referral may
33 also be made to the Guidance Department and/or the Resource
34 Compliance Specialist. *Revised 7/21/98*

35
36 C. All students diagnosed as having Human Immunodeficiency Virus (HIV)
37 or Acquired Immune Deficiency Syndrome (AIDS), and receiving medical
38 attention, are able to attend regular classes unless their condition is a threat
39 to themselves or others. Federal and State laws also mandate, pursuant to
40 the laws protecting disabled individuals, that those individuals not be
41 discriminated against on the basis of their handicaps, and that if it becomes
42 necessary, some reasonable accommodations be made to enable qualified
43 students to continue to attend school.

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1. Confidentiality – Only persons with an absolute need to know should have medical knowledge of a particular student's case. In individual situations, the Superintendent or designee may notify one or more of the following in consultation with the parents:

- Director of Student Services (Regular Education Student)
- Director of Exceptional Student Education (ESE Student)
- District Registered Nurse
- Principal
- Student's Teacher(s)
- School Health Aide

Notification should be made through a process that would maximally ensure patient confidentiality. Ideally, this process should be direct person-to-person contact. Persons who become so informed will be expected to maintain strict confidentiality.

2. Advisory Panel - All students diagnosed as having Human Immunodeficiency Virus infection (HIV) Disease or Acquired Immune Deficiency Syndrome (AIDS), including clinical evidence of infection with the AIDS –associated virus (HIV) and receiving medical attention, are able to attend regular classes. However, if a student so diagnosed evidences any one of the following conditions, the Superintendent may convene an Advisory Panel for the purpose of making recommendations on the most appropriate educational setting for the student:

- Manifestations of clinical signs and/or symptoms which indicate progression of the illness from HIV disease to AIDS.
- Demonstration of "risky or harmful" behavior to self or others.
- Unstable or decompensated neuropsychological behavior.
- Presence of open wounds, cuts, lacerations, abrasions, or sores on exposed body surfaces where impervious occlusion cannot be maintained.
- Impairment of gastrointestinal and/or genitourinary function such that control of internal body fluids cannot be maintained.

The Advisory Panel shall include, but not be limited to, the Director of Student Services or the Director of Exceptional Student Education and other appropriate educational personnel, the County Health Unit Director or designee, the student's physician and the parent or guardian. The District Registered Nurse shall serve as the liaison with the Advisory Panel as the student's advocate in the

1 school and as the coordinator of services provided by other
2 personnel. The liaison will be responsible for monitoring the
3 behavior and medical condition of the student and recommending
4 to the Advisory Panel any changes in placement.
5

- 6 3. Advisory Panel Responsibilities – The general intent of the
7 Advisory Panel is to serve as a professional resource to advise the
8 Superintendent in special situations where information about
9 appropriate environment may not be available, complete, clear, or
10 readily amendable to lay interpretation. It is expected that
11 recommendations of the Advisory Panel shall be based solely upon
12 current medical information consistent with Guidelines of the
13 Centers for Disease Control and other scientific and relevant
14 professional bodies
15
- 16 4. The Advisory Panel shall: (1) Review student's medical history,
17 current status, social data, and prior school assignments, (2)
18 Assess risk-benefit options, (3) Reduce findings, options, and
19 recommendations to writing and submit same to the
20 Superintendent focusing on key issues, unresolved problems, if
21 any, and the Advisory Panel's recommendations.
22
- 23 5. If the Superintendent determines that any one of the conditions in
24 Item 2 exists, the student in question will be placed on Hospital
25 Homebound Instruction. The decision of the Superintendent shall
26 be final.
27

28 Any infected Exceptional Student Education (ESE) student
29 experiencing a mental, emotional, or physical handicapping
30 condition due to AIDS shall be served according to rules and
31 policies governing the appropriate ESE category consistent with
32 Florida Statutes, State Board Rules, and the Individuals with
33 Disabilities Education Act (IDEA). Any infected ESE student
34 determined for medical or behavioral reasons to pose a risk of
35 transmission of the AIDS virus to other students shall be placed in
36 an educational environment, which will minimize such risk of
37 transmission to others.
38

39 As with all changes in placement of ESE students, the appropriate
40 existing staffing and due process shall be followed. Examples of
41 such cases include: (1) students who have exhibited aggressive or
42 violent behavior, (2) students who cannot control body functions,
43 or (3) students who exhibit behaviors in school or have conditions,
44 as identified in 6.1.5.C.2, which are likely to transmit the disease to
45 others.
46

1 Both Regular Education and ESE students with AIDS may require a
2 change in placement for his own protection when cases of chicken pox,
3 measles or other communicable diseases occur within the school
4 population. Such a decision shall be made in consultation with members
5 of the Advisory Panel. Considerations for such decisions should include
6 such factors as the condition of the infected student, incidence of
7 diagnosed cases and the degree of exposure of the child.

8
9 Any student's right to privacy and confidentiality of records shall be
10 protected in accordance with procedures established in state and federal
11 laws. Knowledge that a student is infected with the AIDS virus shall be
12 limited to those who have a legitimate need to know. These persons should
13 be provided with appropriate information concerning necessary
14 precautions and confidentiality requirements.

- 15
16 D. A student who is found to have head lice (Pediculosis) shall be excluded
17 from school until cleared by the School Health Aide, the registered nurse
18 assigned to the school, or any other approved School Board personnel.
19 *Revised 7/21/98*

20
21 School personnel will use the following procedure with regard to headlice:

- 22
23 (1) The school screens the student and finds the student with head lice.
24
25 (2) The school contacts the parent to pick up the infested student.
26
27 (3) The school Health Aide provides the parent with written
28 procedures for the treatment of the student, the home environment,
29 and the process of clearing the student for return to school (Form
30 FC-600-0649)
31
32 (4) The Health Aide informs the school attendance staff that the child
33 has gone home with head lice in order that the attendance can be
34 accurately reported.
35
36 (5) A referral to Student Services shall be made when excessive
37 student absences occur due to an infestation that has not been
38 cleared.

39
40 When contact with a parent cannot be made before the close of the school
41 day for a bus student, the student will be transported home by bus that day.
42 Parents will be required to accompany the student to school for clearance.
43 Once cleared, bus transportation will be resumed. *Amended 7/23/91*

- 44
45 E. Pursuant to Section 464.022 (5), F.S., nursing assistants, also known as
46 health aides, may render services while under the supervision of a
47 registered professional nurse (R.N.). In any facility in which health aides

1 (nursing assistants) perform functions which constitute the practice of
2 professional or practical nursing, the R.N. charged with the responsibility
3 for supervision of the health aide (nursing assistant) shall have the
4 responsibility for nursing practice acts performed by the health aide
5 (nursing assistant) which implement any treatment or pharmaceutical
6 regimen which may produce side or toxic effects, allergic reactions or
7 other unusual effects that may endanger a patient's life or well-being. The
8 R.N. shall be readily available for and provide direction, consultation and
9 instruction to the health aide (nursing assistant), review and compare
10 medication orders and medications for accuracy, monitor patients
11 receiving medication, including conditions which contraindicate continued
12 administration of medication.

13
14 Auth: 230.22, F.S. Imple: 402.32(5), F.S.

15
16 F Invasive Medical Services

17
18 (1) Pursuant to 232.465, Florida Statutes, Nonmedical school district
19 personnel shall not be allowed to perform invasive medical
20 services that require special medical knowledge, nursing judgment,
21 and nursing assessment. The procedures include, but are not
22 limited to:

- 23
24 a. Sterile catheterization
25
26 b. Nasogastric tube feeding
27
28 c. Cleaning and maintaining a tracheostomy and deep
29 suctioning of a tracheostomy
30

31 (2) Pursuant to 232.465, Florida Statutes, Nonmedical assistive
32 personnel (ESE/Regular Education Teacher's Aide, Health
33 Assistant, Clinic Aide, Classroom Aide and/or Designated Clerical
34 Staff) of the school district shall be allowed to perform health-
35 related services upon successful completion of child-specific
36 training by a registered nurse, a licensed practical nurse, or
37 physician licensed pursuant to chapter 458 or chapter 459. All
38 procedures shall be monitored periodically by the school nurse.
39 The procedures include, but are not limited to:

- 40
41 a. Cleaning intermittent catheterization
42
43 b. Gastrostomy tube feeding
44
45 c. Monitoring of blood glucose
46
47 d. Administering emergency injectible medication

1
2 For all other invasive medical services not listed in sections (1) and (2)
3 above, a registered nurse, a licensed practical nurse, or physician licensed
4 pursuant to chapter 458 or 459 shall determine if nonmedical school
5 district personnel shall be allowed to perform such service.
6

7 **6.1.6 Working with Community and Governmental Agencies**

8
9 Student Services shall work closely and cooperatively with out-of-school
10 community and governmental agencies in an attempt to meet the needs of students
11 in the community. School personnel shall be given a listing of all community and
12 governmental agencies, their contact people and responsibilities. Student Services
13 shall act as liaison between the school system and these agencies. Such agencies
14 shall be given guidelines for requesting information from the school principal and
15 all other circumstances as they relate to students. *Amended 7/21/98*
16

17 Auth: 230.22, F.S. Imple: 230.23(12), F.S.
18

19 **6.1.7 Testing Services**

20
21 The Purpose of the District Testing Program, an integral part of the instructional
22 process, is to identify strengths and weaknesses in students' learning and to assess
23 the attainment of educational goals of the school district and the State of Florida.
24

25 The information gained from the testing results will be used to provide better
26 learning opportunities for students.
27

28 The District Testing Program shall be administered in a consistent manner
29 throughout the district with every effort made to ensure proper use of objective,
30 valid, reliable measures, and interpretation of all test data.
31

32 Unethical use or administration of test materials may constitute a violation of
33 Florida Statutes 228.301, Test Security, and may result in fines, imprisonment,
34 and/or dismissal of involved personnel.
35

36 Guidelines and procedures for implementing this policy are found in the District
37 Testing Handbook.
38

39 **6.1.8 Conflict Resolution Services *Adopted 6/28/94***

40
41 Each school may request conflict resolution services from the Department of
42 Student Services. These activities are meant to diffuse hostilities between
43 students, promote positive relationships, and lessen the likelihood of disciplinary
44 action.
45

1 6.2 OUT OF ZONE TRANSFER REQUESTS, OUT OF COUNTY ADMISSIONS,
2 AND SEPARATION OF VICTIM AND PERPETRATOR OF VIOLENT
3 CRIME
4

5 6.2.1 Out of Zone Transfer Requests Amended 07/01/02
6

Change heading

7 The parent or guardian of a student may request that the student attend a school
8 out of his assigned attendance zone by making such request to the principal of the
9 school to which the student is assigned on a form to be provided.

Key -
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authority

11 A. If that principal recommends that the transfer not be granted, the request
12 shall be forwarded to the Director of Student Services who shall notify the
13 parent or guardian that the request has been denied.

15 B. If the principal recommends that the transfer be granted, the request shall
16 be forwarded to the principal of the school to which the transfer has been
17 requested who shall make his recommendation and forward the request to
18 the Director of Student Services.

20 C. If the receiving principal recommends that the transfer not be granted, the
21 Director of Student Services shall notify the parent or guardian that the
22 request has been denied.

24 D. If the receiving principal recommends that the transfer be granted, the
25 Superintendent shall determine if such extraordinary circumstances exist
26 to warrant the transfer and shall grant or deny the request. The Director of
27 Student Services shall notify the parent or guardian if the transfer has been
28 denied at the school level. **NO APPROVED TRANSFER SHALL BE**
29 **EFFECTIVE BEYOND THE SCHOOL YEAR FOR WHICH IT IS**
30 **GRANTED.** The receiving school shall notify the parent or guardian of
31 each student whose request for transfer has been approved. Amended
32 6/27/95

34 The parent or guardian may appeal the denial of the request or the revocation of
35 any transfer to a five-member review panel appointed by the Superintendent. The
36 panel shall consist of three principals, a representative of Student Services, and a
37 representative of Exceptional Student Education. Principal membership shall be
38 rotated in order that an appeal not be heard by either the sending or receiving
39 principal. Decisions shall require a majority vote of the panel and a majority of
40 the panel must be present in order to render a decision. Amended 5/3/94
41

42 The parent or guardian may appeal the decision of the Review Panel to the School
43 Board. A request for appeal must be submitted in writing to the Superintendent
44 within ten calendar days of the decision of the Review Panel or the right to appeal
45 will be forfeit. An appeal filed within the proper timeline will then be placed on
46 the agenda of the next regularly scheduled meeting of the School Board. Both the
47 sending and receiving principal will be notified of the date and time of the

1 meeting. At that meeting, the Board will be presented with the findings of the
2 Review Panel, hear arguments from both parties and render a final decision.
3 *Adopted 5/3/94*

4
5 The parent or guardian requesting such transfer shall be solely responsible for
6 transporting the student to and from the "out-of-zone" school.

7
8 The School Board reserves the right to establish an application period for
9 currently enrolled students to request an out-of-zone transfer. *Adopted*
10 *5/3/94*

11
12 The Superintendent or principal may revoke any transfer previously allowed if the
13 student's conduct or attendance at the "out-of-zone" school falls below acceptable
14 standards, or for other reasons he may deem sufficient that were not known at the
15 time of the original transfer.

16
17 The Superintendent shall issue a report on out-of-zone activity to the School
18 Board on a quarterly basis. *Amended 6/27/95*

19
20 Auth: 230.23(6)(a), F.S.

21
22 **6.2.2 Out-of-County Admissions *Revised 9/17/91, Amended 6/28/94 & Revised***
23 ***9/7/99, Amended 5/2/00, 07/01/02***

24
25 A. Students who do not reside in Osceola County, may not be enrolled in
26 Osceola District Schools except in the following circumstances:

27
28 1. When specifically approved by the Superintendent or his/ her
29 designee upon written application of the student, parent or
30 guardian, based on the following documented circumstances or
31 hardships:

32
33 a. A student who has been currently enrolled in our school
34 district who moves mid-year and wishes to complete the
35 remainder of the current school year.

36
37 b. A student who has finished the 4th Grade, 7th Grade, or 11th
38 Grade who wishes to return to finish the 5th Grade, 8th Grade,
39 or 12th Grade at their previously assigned school. (This does
40 not apply to any student who would be a new 6th Grader or a
41 new 9th Grader wishing to return to the school district.)

42
43 c. A student whose parents have provided documentation that a
44 home is being purchased or built in our school district that will
45 be completed and occupied during the current school year.

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2. 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 230.23(4)(d), F.S.
3. The parent or legal guardian of a student who is not approved by the Superintendent or his/her designee, upon written application (FC 600-2024) for admission into the Osceola County School District, may request to appeal the decision of the Superintendent at a regularly scheduled meeting of the School Board.

B. Children of School Board employees who do not reside in Osceola County may be enrolled in Osceola District Schools under the following conditions:

1. The student may be enrolled when specifically approved by the Superintendent or his/her designee upon written application of the student, parent, or guardian (FC 600-2024).

The Superintendent reserves the right to establish an application period to request an out-of-county transfer.
2. The student will attend school where the parent or guardian is employed according to age and grade appropriateness.
3. If the student is not age and grade appropriate for enrollment where the parent or guardian is employed, the student may attend another age and grade appropriate school.
4. In circumstances where the appropriate school, is unavailable due to School Board determination, the parent as indicated in "b" and "c" above, may enroll the child at another available school.
5. The term "employee" as used in this policy shall include full-time, part-time, and regular substitute employees of the District. Regular substitutes shall mean those persons who have worked at least twenty (20) days during the past twelve (12) months and who continue to work at least twenty days during each fiscal year. Additionally, those persons who are employed by an employer other than the School District, but are regularly employed at an educational facility of the School District of Osceola County under the direct supervision of a District administrator, and are evaluated in whole or in part by the School District, shall be entitled to out-of-county admissions for their children to the same extent as an employee of the School District is entitled to out-of-county admission pursuant to this policy. However, such personnel who are employed by another employer but are covered under this

1 policy shall not be deemed "employees" of the School District of
2 Osceola County for any purpose. *Amended 5/2/00*

- 3
4 C. The Superintendent may revoke any out-of-county transfer, at the
5 principal's request, if the student's conduct or attendance at the out-of-
6 county school falls below acceptable standards or for other reasons
7 deemed sufficient that were not known at the time of the original transfer.
8 The recommendation to revoke an out-of-county transfer shall be made by
9 the Superintendent and approved by the School Board.
10
11 D. No out-of-county transfer shall be effective beyond the school year in
12 which granted.
13
14 E. No out-of-county student shall be admitted after the last day of the third
15 (3rd) FTE Survey Week, normally the second (2nd) week of February, of
16 any given school year.
17

18 6.2.3 Separation of Victim and Perpetrator of Violent Crime

19
20 In accordance with 232.265, F.S., notwithstanding any provision of law
21 prohibiting the disclosure of the identity of a minor, whenever any student who is
22 attending public school is adjudicated guilty of or delinquent for, or is
23 found to have committed, regardless of whether adjudication is withheld, or
24 pleads guilty or nolo contendere to a felony of: homicide, assault, battery,
25 culpable negligence, kidnapping, false imprisonment, luring or enticing a child,
26 custody offenses, sexual battery, lewdness, indecent exposure, abuse of children,
27 robbery, robbery by sudden snatching, carjacking, home-invasion-robbery shall be
28 prohibited from attending the same school or riding on a bus whenever the victim
29 or a sibling(s) of the victim is attending the same school or riding on the same
30 school bus. This rule shall become applicable when the following occurs:
31

- 32 1. The Department of Juvenile Justice shall notify the school district when a
33 student is adjudicated guilty of or delinquent for, or is found to have
34 committed, regardless of whether adjudication is withheld, or pleads guilty
35 or nolo contendere to a felony of: homicide, assault, battery, culpable
36 negligence, kidnapping, false imprisonment, luring or enticing a child,
37 custody offenses, sexual battery, lewdness, indecent exposure, abuse of
38 children, robbery, robbery by sudden snatching, carjacking, home-
39 invasion-robbery.
40
41 2. The Superintendent or his designee shall notify both the sending and
42 receiving school principals and the offender's parents or legal guardians
43 that the offender is being administratively assigned to another appropriate
44 school where neither the victim nor the victim's sibling(s) attends.
45
46 3. If it is not possible for the offender to attend another appropriate school
47 where neither the victim nor the victim's sibling(s) attends, then the

1 offender's parents or legal guardians may apply for and receive an approval
2 for an out-of-county transfer to an appropriate school in another school
3 district. It shall be the offender's parents or legal guardians sole
4 responsibility to apply for and obtain an out-of-county transfer to another
5 school district.

- 6
- 7 4. If the offender is unable to attend any other school in the district in which
8 the offender resides and is prohibited from attending a school in another
9 school district, the school district in which the offender resides shall take
10 every reasonable precaution to keep the offender separated from the victim
11 while on school grounds or on school transportation. The steps to be taken
12 by the school district to keep the offender separated from the victim shall
13 include, but not be limited to, in-school suspension of the offender (that
14 may not exceed 10 days) and the scheduling of classes, lunch, or other
15 school activities of the victim and the offender so as not to coincide.
- 16
- 17 5. The offender, or the parents or legal guardians of the offender if the
18 offender is a juvenile, shall be responsible for arranging, providing, and/or
19 paying for all transportation costs associated with or required by the
20 offender's attending another school within the school district or outside the
21 school district as a result of an out-of-district transfer.
- 22
- 23 6. In the interest of student safety and security, the School Board will not
24 grant an out-of-county transfer for an offender requesting to enter Osceola
25 District Schools from another school district who has been convicted of a
26 violent felony or misdemeanor as described in 232.265, F.S.

27

28 6.3 PUPIL PROGRESSION PLAN *Amended 6/28/94*

- 29
- 30 A. The purpose of the instructional program in the schools of Osceola County
31 is to provide appropriate instructional and selected services to enable
32 students to perform at or above their grade level academically. Promotion,
33 however, is based primarily on pupil achievement and is not automatic.
- 34
- 35 B. Decisions regarding student promotion, retention and administrative
36 placement are primarily the responsibility of the individual school's
37 professional staff. The final decision in regard to grade placement is the
38 responsibility of the principal.
- 39
- 40 C. The Pupil Progression Plan for the School District of Osceola County,
41 Florida shall be adopted by the School Board and is incorporated herein by
42 reference. *Amended 6/17/97*
- 43
- 44 D. The School Board may waive any provision of the Pupil Progression Plan
45 for a period not to exceed one fiscal year upon receiving an application for
46 waiver. Application for waiver must specifically state the provision to be
47 waived and the alternative treatment to be applied. The School Board may

1 waive application of any provision of the Pupil Progression Plan and apply
2 alternative treatment which does not conflict with federal, state, or local
3 law. *Adopted 6/27/95*

4
5 Auth: 232.245, F.S.

6
7 6.4 EDUCATIONAL RECORDS OF STUDENTS

8
9 A. Confidentiality - Student Records

10
11 The Osceola County Public Schools shall maintain educational records on
12 each student for the purpose of planning instructional programs, for
13 guidance of students, for preparation of local, State and Federal reports,
14 and for research. Student records are for the educational benefit of the
15 student, and information recorded and maintained shall be in keeping with
16 the best educational interest of the student.

17
18 The rules of the School Board of Osceola County shall be consistent with
19 Florida Statutes and State Board of Education Regulation. Rules shall be
20 consistent with the Federal Family Educational Rights and Privacy Act of
21 1974.

22
23 The Principal of each school shall be responsible for the control and
24 supervision of Student Records and for the following State Department of
25 Education Regulations and School Board rules related to student records
26 and interpretation of same to the school staff, students, and the
27 community. The Superintendent of Schools or designee shall be
28 responsible for the privacy and security of all pupil or adult student records
29 that are not under the supervision of a school principal.

30
31 The Department of Student Services and Exceptional Education shall be
32 responsible for the interpretation of and for assisting schools in the
33 implementation of this policy.

34
35 Student Records

36
37 (1) The cumulative folder file shall include Category A Permanent
38 Information which is verified information of clear importance to be
39 retained indefinitely and Category B Temporary Information which
40 is verified information of clear educational importance which is
41 subject to change. The permanent information record shall be
42 maintained on the form prescribed by the Superintendent.
43 *Amended 6/27/95*

44
45 (2) Those determined to have a legitimate educational interest in
46 students or student records shall include but not be limited to
47 parents, teachers, principal, staff within the school responsible for

1 assigning or directing student programs within the school, and
2 county staff as designated by the Superintendent.

3
4 (3) Criteria for determining legitimate educational interest shall be
5 consistent with its meaning as used in 6A-1.955 (4) FAC.

6
7 (4) Each school shall make provisions for disclosure of personally
8 identifiable information in health and safety emergencies. Criteria
9 for determining the existence of emergencies involving health or
10 safety shall include but not be limited to:

- 11
- 12 a. The seriousness of the threat to the health or safety of a
13 pupil or adult student or other individuals,
- 14
- 15 b. The need for information to meet the emergency;
- 16
- 17 c. Whether the parties to whom the information is disclosed
18 are in a position to deal with the emergency; and
- 19
- 20 d. The extent to which time is of the essence in dealing with
21 the emergency.
- 22

23 (5) Information pertaining to Category A and B educational records
24 shall be maintained at the individual school sites and/or Records
25 Retention Center. *Amended 6/30/92*

26
27 (6) Definitions

- 28
- 29 a. Education Records: The term "education records" shall
30 mean those records, files, documents and other materials as
31 defined in Florida Statutes 228.093(2) which contain
32 information directly related to a pupil or an adult student,
33 which are maintained by an educational institution or by a
34 person acting for such institution, and which are accessible
35 to other professional personnel for purposes listed in Rule
36 6A-1.955(1), FAC.
- 37
- 38 b. Child: A child shall mean any person who has not reached
39 the age of majority.
- 40
- 41 c. Pupil: A pupil shall mean any child who is enrolled in any
42 instructional program or activity conducted under the
43 authority and direction of a district School Board.
- 44
- 45 d. Adult Student: Adult student shall mean any person who
46 has attained 18 years of age and is enrolled in any

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instructional program or activity conducted under the authority and direction of a district School Board.

- e. Parent: A parent is defined as a natural parent, adoptive parent, legal guardian, or any other person recognized by the Osceola County Public Schools as being responsible for a student.
- f. Directory Information: Directory information shall mean a student's name, address, listed telephone number, date and place of birth, participation in school sponsored activities and sports, weight and height of members of athletic teams, date of attendance, graduation date and awards received, major field of study, and the most recent previous educational agency or institution attended by the student.
- g. School Officials: School officials are those parties working directly with students in the individual school or those assigned supervisory or administrative responsibility for the program in which students are involved.

(7) The cumulative record folder shall be under the control of the principal and shall be kept current.

Category A Permanent Information shall include the following and be retained indefinitely:

- a. Full legal name of student and any known changes by marriage or adoption, authenticated birthdate, birthplace, race, sex and student identification number. A notation shall be made on the cumulative record folder indicating the source document (birth certificate or other document) from which the legal name and birthdate were obtained, the date recorded, and the name of the person making the notation. (Parents shall not be asked to surrender custody of legal documents to the school.)
- b. Last known residence and mailing address of student
- c. Name of student's parents or guardian
- d. Number of days present and absent; date enrolled; date withdrawn
- e. Name and location of last school attended

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- f. Courses taken and record of achievement, such as grades, units or certification of competence
 - 1. Elementary - Teachers' name, subjects taken and grades earned (end of year average).
 - 2. Secondary - Subjects taken, grades and credits earned.
 - 3. Vocational/Technical/Adult - Subject taken, grades and credits earned if applicable, and/or hours completed.
 - 4. The level of the work and an explanation of the grading system shall be noted on the record. If a student withdraws in the middle of a grading period, the withdrawal grades shall be recorded on the withdrawal form and placed in the cumulative record folder and recorded on the white card.

 - g. Results of required State Assessment Program.

 - h. Date of graduation or date of program completion.
- (8) If it is of clear educational importance, the following information may be added to the student's cumulative record folder on a temporary basis:
- a. Health Information - A copy of the immunization record and any other health information necessary for the educational planning and placement shall be placed in the cumulative record folder

 - b. Family background data

 - c. Standardized testing information

 - d. Educational and vocational plans

 - e. Personal attributes

 - f. Honors and activities

 - g. Work experience, including employer ratings

 - h. Teacher/Counselor comments

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- i. Correspondence from community agencies, private professionals, or parents
- j. Driver education certificate
- k. List of schools attended
- l. Custody Documents
- m. Telephone numbers and emergency contacts
- n. Exceptional Educational information

Temporary Information shall be reviewed annually.

(9) A folder designated to contain Exceptional Student Education information and reports shall be maintained in the cumulative folder. The following information shall be placed in the folder:

- a. Psychological summaries and/or reports
- b. school copy of Staffing Committee Meeting Records
- c. copy of exceptional education placement letters
- d. school copies of referral forms to exceptional education
- e. copies of parent authorization for psychological and exceptional education evaluations and placement authorizations, where applicable
- f. observations and exceptional education specialist reports (if applicable)
- g. social history (if applicable)
- h. other pertinent information and observational data, such as medical, psychiatric, agency reports, and Individual Education Plans

Duplicate psychological reports and parent authorizations are maintained by the Department of Exceptional Student Education.

(10) The permanent record copy file shall be maintained for each student in attendance.

1 B. Storage of Cumulative Folders and Permanent Record

2
3 Cumulative record folders and permanent record copies shall be placed in
4 a 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
8 a location, in so far as is possible, secure from fire and vandalism. The
9 Superintendent or designee shall be responsible for the privacy and
10 security 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
23 be 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.
29 "Dependent" shall be as defined in 26 U.S.C. (Section 152 of the Internal
30 Revenue Code 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
34 to 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
40 conditions 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.

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E. Directory Information

Any school in the District may elect to publish a School Directory each year. The following information may be published:

Student's name, address, listed telephone number, date and place of birth, participation in school activities and sports, weight and height of members of athletic teams, dates of attendance, honor roll, graduation date and awards received.

The parent may refuse to permit the designation of any or all of the above categories as directory information with respect to their child by notifying the principal in writing within ten (10) calendar days of the beginning of school.

Lists of students will not be released unless a directory is published.

Auth: F.S. 228.093 (3)(0)

F. Public Notification

Each school shall provide to parents and eligible students annual notification of their right of access to student records, a right to a copy of the record, right of waiver of access, right to challenge information contained in the record and to a hearing, and right of privacy. The notification should be distributed at the beginning of the school year and in so far as is practicable must be in the language of the parent of the eligible student.

This annual notice should also include the policy on Directory Information. The Departments of Student Services and Exceptional Education shall be responsible for updating and providing annually a copy of the Public Notice to each Principal. The Principal shall determine the method and procedure for delivery to parents.

G. Transfer of Student Cumulative Records, Transcripts of Student Permanent Record Copy, and/or Release of Student Records

Requests for the transfer of cumulative record folders or other student records shall be made in writing by the parent except as outlined in this section. A release form shall be provided for use in the schools, and such a form shall designate that parents have the right of access to student records, right to a copy of the records right of waiver of access, right to challenge information contained in the record and to a hearing, and right of privacy. *Amended 7/23/91*

1 Under no circumstances shall the student record be released to the student,
2 parent or guardian for transmittal from one school to another (a copy can
3 be provided to them).
4

5 Report cards or other evidence of grade placement and progress to date
6 with student identification, a receipt for textbooks returned, a copy of the
7 Student Health Record and a statement of any out-standing financial
8 obligation shall be given to the parent or student at the time of withdrawal.
9

10 Prior to the transfer of the cumulative folder, or copy of same, the
11 information shall be reviewed.
12

13 The transfer of records shall be made immediately upon written request of
14 an adult student, a parent or guardian of a student or a receiving school.
15 The principal or designee shall transfer a copy of all category A and
16 category B information and shall retain a copy of Category A information.
17

18 No student records or information may be transferred or released or
19 disclosed to any individual or institution without prior parental written
20 consent, signed and dated, except to:
21

- 22 (1) Officials of schools, school systems, area vocational technical
23 centers, community colleges, or institutions of higher learning in
24 which the pupil or student seeks or intends to enroll; and a copy of
25 such records or reports shall be furnished to the parent, guardian,
26 pupil, or student upon request.
27
- 28 (2) Other school officials, including teachers within the educational
29 institution or agency, who have legitimate educational interests in
30 the information contained in the records.
31
- 32 (3) The United States Secretary of Education, the Director of the
33 National Institute of Education, the Assistant Secretary for
34 Education, the Comptroller General of the United States, or state or
35 local educational authorities who are authorized to receive such
36 information subject to the conditions set forth in applicable federal
37 statutes and regulations of the U.S. Department of Education, or in
38 applicable state statutes and rules of the State Board of Education.
39
- 40 (4) Other school officials, in connection with a pupil's or student's
41 application for, or receipt of, financial aide.
42
- 43 (5) Individuals or organizations conducting studies for or on behalf of
44 an institution or a board of education for the purpose of
45 developing, validating, or administering predictive tests,
46 administering pupil or student aid programs, or improving
47 instruction, if such studies are conducted in such a manner as will

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not permit the personal identification of pupils or students and their parents by persons other than representatives of such organizations and if such information will be destroyed when no longer needed for the purpose of conducting such studies.

- (6) Accrediting organizations, in order to carry out their accrediting functions.
- (7) For use as evidence in pupil or student expulsion hearings conducted by a district school board pursuant to the provisions of chapter 120.
- (8) Appropriate parties in connection with an emergency, if knowledge of the information in the pupil's or student's educational records is necessary to protect the health or safety of the pupil, student, or other individuals.
- (9) The Auditor General in connection with his official functions; however, except when the collection of personally identifiable information is specifically authorized by law, any data collected by the Auditor General shall be protected in such a way as will not permit the personal identification of students and their parents by other than the Auditor General and his staff, and such personally identifiable data shall be destroyed when no longer needed for the Auditor General's official use. 228.093 (3) d F.S.
- (10) A court of competent jurisdiction in compliance with an order or that court or the attorney of record pursuant to a lawfully issued subpoena upon the condition that the student and his parents are notified of the order or subpoena in advance in compliance therewith by the educational institution or agency.
- (11) A person or entity pursuant to a court of competent jurisdiction in compliance with an order of that court or the attorney of record pursuant to a lawfully issued subpoena, upon the condition that the pupil or student, or his parent if he is either a minor and not attending an institution of postsecondary education or a dependent of such parent as defined in 26 U.S.C. s 152 (Section 152 of the Internal Revenue code of 1954), is notified of the order or subpoena in advance of compliance therewith by the educational institution or agency.
- (12) Credit bureaus, in connection with an agreement for financial aid which the student has executed, provided that such information may be disclosed only to the extent necessary to enforce the terms or conditions of the financial aid agreement. Credit bureaus shall

1 not release any information obtained pursuant to this paragraph to
2 any person.

3
4 The written consent of the parent shall include:

- 5
6 a. Specifications of the records to be disclosed.
7
8 b. The purpose of the disclosure, and
9
10 c. The party or class of parties to whom the disclosure is to be
11 made.

12
13 If the medium used to transfer identifiable student information is
14 electronic mail, the data must be sent in accordance with paragraph H of
15 the Data Network Acceptable Use Policy (3.21). *Amended 07/01/02*

16
17 H. Third Party Restriction

18
19 Neither a student's educational record nor any personally identifiable
20 information shall be released except on the condition that the information
21 being transferred will not be subsequently released to any other party or
22 used for any purpose other than that for which the disclosure was made
23 without obtaining the consent of the parent or eligible student, signed and
24 dated.

25
26 Released copies of educational records and personally identifiable
27 information must be destroyed when no longer required by the person to
28 whom the information was appropriately released.

29
30 In order to comply with the two sections noted above, a stamp should be
31 used to mark all copies of the information being released to any other
32 person without the written consent of the parent or eligible student; and
33 that copies of the information be destroyed when no longer needed.

34
35 I. Record of Disclosure

36
37 The school shall maintain a record of all records or information disclosed,
38 transferred or released from the education records of a student. Such a
39 record shall be kept with the student's education records and indicate the
40 parties who have requested or obtained personally identifiable information
41 from the student's education records, and the record must also specify the
42 legitimate interest that these parties had in requesting or obtaining the
43 information. The record of disclosure may be inspected by the parent or
44 eligible student and school official responsible for the custody of the
45 records. The record of disclosure is not necessary when disclosure is to
46 the parent of a minor student or an eligible student or to school officials
47 who have a legitimate interest.

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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 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.

If the medium used to transfer identifiable student information is electronic mail, the data must be sent in accordance with paragraph H of the Data Network Acceptable Use Policy (3.21). *Amended 07/01/02*

K. Schedule of fees for Reproduction of Student Records
Revised 6/29/93, Amended 6/16/98

- (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) Copies of a student academic "transcript", delineating each grade/course taken and/or completed and date of graduation or program completion, whether certified as "official" by use of the school or school district seal, or stamped "unofficial" and/or "student copy" shall be furnished upon request to the parent/guardian, adult student, and/or authorized individuals/organizations as per 228.093(4)(d), at no charge.
- (3) Copies of student education records, whether certified as "official" by use of the school or school district seal, or stamped "unofficial" and/or "student copy" shall be furnished to the parent/guardian, adult student, and/or authorized individuals/organizations as per 228.093(4)(d), in accordance with SBR 6a-1.0955(6)2.d, and School Board Rule 1.20.2.

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

1 or deletion of any such inaccurate, misleading, or otherwise inappropriate
2 data contained therein.

3
4 If records are to be corrected, deleted or expunged, then a written
5 agreement between the adult student or parent and the designated school
6 official shall be entered into. The agreement shall only indicate that the
7 record has been corrected, deleted or expunged.

8
9 Schools may attempt to resolve such matters through informational
10 meetings and discussions; however, when such informal proceedings are
11 not satisfactory to either the school or the parent, the following procedures
12 are to apply:

- 13
14 (1) The parent or eligible student shall make a request in writing to the
15 principal naming the record to be reviewed and the information in
16 question.
- 17
18 (2) The principal shall schedule an appointment for a hearing,
19 designating date and time of the hearing. The hearing shall be
20 scheduled within five (5) school days after request. Parents and
21 school personnel shall have an opportunity to present information
22 and to be heard.
- 23
24 (3) The principal shall serve as the hearing officer. It shall be the
25 hearing officer's responsibility to review the information in
26 question and to make a decision regarding the request. Such
27 decision shall be in keeping with the rules of the Osceola County,
28 Florida, Public Schools.
- 29
30 (4) The principal shall prepare a written report on his decision and
31 forward a copy to the Superintendent. The written report must
32 include a summary of the evidence and the reason for the decision.
- 33
34 (5) An agreement which shall be reduced to writing, signed and dated
35 by the adult student or the parents or guardians of the pupil and
36 designated school officials if records are to be corrected, deleted or
37 expunged. The agreement shall only indicate that the record has
38 been corrected, deleted or expunged.
- 39
40 (6) The parent or eligible student may appeal the decision of the
41 hearing officer to the Superintendent by written request within ten
42 school days. The Superintendent shall appoint a three-member
43 review committee to review the case and make recommendations
44 to the Superintendent for final disposition.
- 45
46 (7) If the decision is adverse to parent or eligible student, then the
47 parent or eligible student shall be informed of the right to place in

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the student's record a statement commenting on the information in said records and/or set forth any reasons for disagreeing with the disposition. Parent or eligible student may do this at any stage in lieu of a hearing or appeal.

M. Microfilming of Student Records *Amended 6/30/92*

(1) General Information

a. Upon the termination of a student's attendance, through transfer, graduation or withdrawal, his/her records shall be stored for a minimum of five (5) years in the school which he/she attended.

Immediately following the end of the fifth year of inactivity, the records shall be purged and boxed for removal to the School District of Osceola County Records Management Section. The records will be microfilmed and destroyed in accordance with Florida Statutes

b. Student records shall be purged of Category B information. A list of Category B information, as specified by State Board Rules and Student Services can be obtained from the Records Management Section. Category B information shall be handled in accordance with Records Management Section guidelines and destroyed following State approval.

c. Student records which are microfilmed shall be Category A information, as per State Board Rules, in addition to any other records specified by Student Services. A list of this information can be obtained from the Records Management Section

d. Preparation and Removal of records to Records Management Section-Records Center:

1. Records shall be in alphabetical order and placed in records storage boxes. These are supplied by the Records Management Section.
2. A "Student Records Index" form FC-260-1043 shall be completed for each box of records. This form and instructions can be obtained from the Records Management Section.
3. A "Records Inventory Sheet" form FC-260-0786 shall be completed for each box of records. This

1 form and instructions can be obtained from the
2 Records Management Section.

3
4 4. Authorization for pick-up and removal of records
5 must be received by calling the Records
6 Management Section.

7
8 e. Preparation of records for microfilming will be done by the
9 Records Management Section at the Records Center.
10 Records will be filmed and destroyed in accordance with
11 Florida Statutes.

12
13 f. The Records Management Section-Records Center will
14 maintain duplicate rolls of microfilm for access purposes.
15 Silver halide original microfilm rolls will be sent to the
16 Florida Department of State, Division of Library and
17 Information Services, Bureau of Archives and Records
18 Management for archival storage.

19
20 g. When a school receives a request for records, and it has
21 been five (5) or more years since the student attended the
22 school, the request will be forwarded in a timely manner, to
23 the Records Management Section. The Records
24 Management Section will supply certified copies using the
25 district seal.

26
27 **6.5 SOCIAL FUNCTIONS**

28
29 **6.5.1 Picnics and Parties**

30
31 A. All social functions sponsored by a school shall be properly chaperoned by
32 the school faculty. Parents shall be invited to assist with the chaperoning.
33 In the case of swimming parties, a senior lifeguard, qualified by the Red
34 Cross, shall be on duty.

35
36 B. No more than three (3) class parties may be held in the elementary
37 classrooms during a school year. Plans for parties shall be approved by the
38 principal. The loss of class instruction time shall be held to a minimum by
39 limiting such activities to times near the close of a school day and to the
40 school building.

41
42 C. Classes and organizations in secondary schools shall not hold picnics and
43 parties during school hours.

44
45 D. Principals shall make provision for the supervision and safety of all pupils
46 on school outings. Particular attention to safety shall be given to those
47 outings where swimming is involved. School parties and picnics shall not

1 be conducted during the closing days of the school session. The days shall
2 be devoted to testing and evaluation.

3
4 Auth: 230.22, F.S.

5 Imple: 232.25 and 231.085(f), F.S.

6
7 **6.5.2 Student Activities**

8
9 **A. Field Trips Revised 6/17/97**

10 Field trips are those activities involving students that are held at sites other
11 than the regular school site that occur either during or at times other than
12 the regular school day and that have been approved by the Principal,
13 Superintendent and/or School Board in accordance with the following
14 procedures.
15

16
17 (1) **Instructional field trips must be:**

- 18 (a) Approved by the principal,
19
20 (b) Directly related to performance standards of the course, and
21
22 (c) Incorporated into the sponsoring teacher's unit plans.
23

24
25 (2) **Reward Field Trips**

26 If a field trip is a reward for educational progress or positive
27 behavior, the field trip must be held outside of normal school
28 hours.
29

30
31 (3) Only instructional field trips may be scheduled during a regular
32 school day.
33

34 (4) Field trips or parties under the sponsorship of the school will not
35 be held at water parks.
36

37 For the purposes of this Rule, the term "water parks" means any
38 commercial facility open to the public for a fee wherein a
39 substantial portion of the activities for the park relate to water
40 rides, thrill rides involving water, or other mass scale water
41 amusement activities. The term "water parks" does not mean any
42 public lakefront, nor any swimming pool or aquatic park owned or
43 operated by a county, municipality, or non-profit organization such
44 as the YMCA. ~~However, any field trip at an aquatic facility or~~
45 ~~lakefront that is otherwise permitted under this policy shall be~~
46 approved in advance by the Superintendent.
47

1 (5) Field Trip Procedures

2
3 (a) Out-of-State Field Trips

- 4
5 1. Any field trip which involves out-of-state travel
6 must be approved by the School Board in advance.
7 At least 60 days prior to the date of the field trip,
8 documentation must be presented to the School
9 Board for approval which includes an itinerary, the
10 educational purpose for the trip, the method of
11 transportation and lodging, the number of
12 chaperones and a plan for returning the students to
13 their school or to the county prior to the end of the
14 field trip. If an out-of-state field trip is approved by
15 the School Board, the Superintendent is directed to
16 confirm that the appropriate documentation,
17 including releases, sufficient supervision, travel
18 plans and itinerary is completed in accordance with
19 the School Board's approval and approve or deny
20 the field trip request based on the sufficiency of the
21 documentation. The Superintendent shall report his
22 or her decision to the School Board on the next
23 available agenda.
24
25 2. The parent or guardian of each student going on any
26 out-of-state field trip and chaperones for the field
27 trip must sign releases on a form which is developed
28 and maintained by the Superintendent.
29
30 3. No commitments shall be made and no fund raising
31 shall begin prior to School Board approval of the
32 field trip.
33

34 (b) In-State Field Trips Involving Overnight Stay

- 35
36 1. The Superintendent is directed to review all in-state
37 field trips which involve an overnight stay. Any
38 field trip which involves in-state travel and an
39 overnight stay must be approved by the
40 Superintendent in advance. The sponsor of the field
41 trip must provide an itinerary, the educational
42 purpose for the trip, the method of transportation
43 and lodging, the number of chaperones and a plan
44 for sending students back to their school prior to the
45 end of the field trip.
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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.

B. F.H.S.A.A. Membership

Principals of qualifying high schools within the District are authorized to secure and maintain continuous membership in the Florida High School Activities Association, Incorporated, a non-profit corporation for the benefit of their respective high schools, and to abide by those rules and regulations not inconsistent with law or Board rule.

C. Student Standards for Participating in Extracurricular Student Activities
Revised 6/29/93

Extracurricular activities are a vital part of the total school program. Such activities include any after-school faculty-sponsored group such as athletic teams, music groups, and special-interest organizations. *Amended 6/27/00*

1 (1) In general for a high school student to participate in extracurricular
2 activities, the student must maintain a 2.0 grade point average (on a
3 4.0 scale).
4

5 (2) In order for a high school student to participate in extracurricular
6 activities during the first grading period of the regular school year,
7 (s)he must meet all requirements of the Florida High School
8 Activities Association (FHSAA), including the earning of five (5)
9 credits the preceding school year and have an overall 2.0 grade
10 point average (on a 4.0 scale) for the preceding school year.
11

12 a. Grades earned in summer school (a maximum of one full
13 credit as per FHSAA guidelines) will affect the grade point
14 average requirement for eligibility for the first grading
15 period of the next school year.
16

17 b. Credits (a maximum of one full credit) earned in summer
18 school will be utilized in determining FHSAA eligibility
19 for the first grading period of the next school year.
20

21 c. Incoming, first time ninth graders do not have a "preceding
22 school year" requirement.
23

24 (3) In order for a high school student to be eligible to participate in
25 extracurricular activities during the second, third, and/or fourth
26 grading periods, the student must maintain a 2.0 grade point
27 average on a 4.0 scale, for the grading period immediately
28 preceding participation. *Amended 6/27/00*
29

30 If the student's cumulative grade point average falls below 2.0 or
31 its equivalent in the courses required by statute for graduation after
32 July 1, 1997, the student may execute and fulfill the requirements
33 of an academic performance contract between the student, the
34 school district, the appropriate governing association, and the
35 student's parents or guardians. *Adopted 6/27/00*
36

37 For students who entered the 9th grade prior to the 1997-98 school
38 year, if the student's grade point average falls below 2.0 or its
39 equivalent in the courses required by statute for graduation after
40 July 1, 1997, the student may execute and fulfill such a contract.
41 At a minimum, the contract must require that the student attend
42 summer school or its graded equivalent between grades 9 and 10 or
43 grades 10 and 11, as necessary. *Adopted 6/27/00*
44

45 (4) An individual home instruction student is eligible to participate at
46 the public school to which the student would be assigned according
47 to district school attendance area policies or which the student

1 could choose to attend pursuant to district or interdistrict controlled
2 open enrollment provisions. Such a student may also develop an
3 agreement to participate at a nonpublic school provided the
4 following conditions are met: *Adopted 6/27/00 Revised 6/17/01*
5

- 6 a. The home education student must meet the requirements of
7 the home education program pursuant to s.232.0201.
8
- 9 b. During the period of participation at school, the home
10 instruction student must demonstrate educational progress
11 as required in all subjects taken in home instruction by a
12 method of evaluation agreed on by the parent or guardian
13 and the principal.
14
- 15 c. The home education student must meet the same residency
16 requirements as other students in the school at which he or
17 she participates
18
- 19 d. The home education student must meet the same standards
20 of acceptance, behavior and performance as required of
21 other students in extracurricular activities.
22
- 23 e. The student must register with the school his or her intent
24 to participate in interscholastic extracurricular activities as
25 a representative of the school before the beginning date of
26 the season for the activity in which he or she wishes to
27 participate. A home instruction student must be able to
28 participate in curricular activities if that is a requirement for
29 the extracurricular activity.
30
- 31 f. A home education student who transfers from a home
32 education program during the first grading period of the
33 school year is academically eligible to participate in
34 interscholastic extracurricular activities during the first
35 grading period provided the student has a successful
36 evaluation from the previous school year.
37

38 (5) The student shall also be progressing satisfactorily toward
39 graduation as provided in the Pupil Progression Plan for Osceola
40 County.
41

42 (6) The principal or his designee may suspend a student from
43 participation in an activity for Level II - Level IV offenses as
44 outlined in the Osceola County School District Code of Student
45 Conduct.
46

1 (7) Those students unable to meet the criteria because of extenuating
2 circumstances may appeal to the school activities committee, a
3 standing committee whose membership shall include, but not be
4 limited to, representatives from extracurricular sponsors, classroom
5 teachers, the guidance department, administration, exceptional
6 student education, and the school advisory committee.

7
8 Auth: 230.22, F.S. Imple: 230.23 (14)

9
10 D. Athletic Insurance

11
12 The principal and coaches shall arrange for group insurance for the
13 protection of school participants in athletic events. Moreover, the
14 principal shall require, and keep on file in his office, the parent's written
15 consent and the doctor's approval for each participant. *Amended*
16 *7/23/91*

17
18 E. Student Activity Restrictions

19
20 (1) Participation by students in functions outside the county and not
21 under the sponsorship of the Florida High School Activities
22 Association shall require approval from the School Board.

23
24 (2) Eligibility for participation in extra curricular activities, including
25 athletics and cheerleading, shall be determined by School Board
26 Rules, the Florida High School Activities Association and local
27 Bylaws. (Bylaws of each group shall be subject to approval of the
28 Superintendent.) All participants shall have the approval of the
29 principal. *Amended 7/23/91*

30
31 (3) School bands may participate in civic and non-school functions
32 with the approval of the principal, provided such functions are non-
33 partisan nor political.

34
35 (4) The beginning practice date for football and other sports shall be
36 determined by the Florida High School Activities Association. The
37 procedure for students who wish to begin participating in athletic
38 competition after the first practice session shall be determined by
39 the coach and principal of each school. Students shall be made
40 aware of these dates and procedures.

41
42 a. Whenever a sport seasons ends, a student may participate in
43 another sport without penalty. If two (2) or more sport
44 seasons are in progress simultaneously, and a student
45 desires to drop one sport and go to another, he shall obtain
46 the approval of each coach concerned.

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- 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.

 - 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.

- 1
2 b. It shall be the responsibility of the Principal to annually
3 update the files at the Superintendent's office.
4

5 Auth: 230.33, F.S. Imple: 232.25 and 231.085, F.S.
6

7 **6.5.2F RANDOM DRUG AND ALCOHOL TESTING OF STUDENT**
8 **ATHLETES** *Adopted 5/2/00*
9

10 (1) General
11

- 12 a. Findings and Purpose: We recognize that some students
13 in the School District of Osceola County, Florida and
14 throughout our nation are involved in the illegal use of
15 drugs and alcohol. The illegal use of drugs and alcohol
16 by student's during school hours and at other times has a
17 detrimental impact on behavior, academic performance
18 and safety. This may cause permanent physical and
19 mental harm.
20

21 Student-athletes involved in such conduct may
22 experience other harmful effects, including: Interference
23 with their athletic performance; interference with their
24 academic performance; increased risk of injuries to
25 themselves, teammates, and others; impairment of their
26 judgment; slowing of their reaction time and reflexes;
27 inability to adequately perceive pain; and reduction in
28 motivation and the level of discipline necessary to any
29 athletic program. And, because some students look up
30 to student athletes as role models, their use of illegal
31 drugs or alcohol may encourage other students to engage
32 in such behavior. For these reasons, the School District
33 has determined to initiate a testing program and
34 procedure to deter and reduce the illegal use of drugs and
35 alcohol by student-athletes. Through this program,
36 participating schools will educate student-athletes
37 concerning the problems and detrimental affects of drug
38 and alcohol use, identify those student-athletes who may
39 be using drugs and alcohol, identify the substances being
40 used, encourage and facilitate appropriate counseling
41 and treatment for any identified drug and alcohol
42 dependency, and provide reasonable assurance that
43 students wishing to participate in interscholastic athletics
44 are medically and physically competent to do so.
45

- 46 b. School Board's Authority: In recognition of the fact that
47 student participation in interscholastic athletics is extra-

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curricular and voluntary, and pursuant to the authority in Sections 230.22, 230.23 and 230.23005, Florida Statutes, and the opinion of the United States Supreme Court in the case of *Vernonia School District 47J vs. Acton*, 115 S. Ct. 2386 (1995), The School Board of Osceola County, Florida is authorized to adopt a policy allowing drug and alcohol testing of student-athletes as provided herein.

- c. Effective Date and Scope: This is a pilot program that will become effective during the fall sports season of the 2000-2001 school year, including practice and preparation in accordance with official rules of the Florida High School Activities Association (FHSAA). The Principal of any high school within the District, after consultation with the School Advisory Council and the Superintendent, may elect to implement this policy by giving reasonable notice to the students, and their parents and guardians, affected by and subject to the provisions of this policy.

(2) Definitions: For purpose of this policy, the following terms and phrases shall be defined as follows:

- a. Alcohol shall mean any beverage, mixture, or preparation, including any medications or other products, containing alcohol or ethanol.
- b. Chain of custody shall mean the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
- c. Confirmation test, confirmed test, or confirmed drug test shall mean a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, and must be capable of providing reasonable specificity, sensitivity, and quantitative accuracy. The test will be performed by a qualified and licensed laboratory or testing company.
- d. Drugs shall mean any substance or drugs identified in Schedules I through V in Section 893.03, Florida Statutes, as it may be amended, and shall include,

1 without limitation, cannabinoids (marijuana),
2 amphetamines, alcohol, cocaine, opiates, and
3 phencyclidine (PCP).
4

5 e. Drug test, alcohol test, or test, shall mean any chemical,
6 biological, or physical instrumental analysis
7 administered by either school personnel or the
8 Principal, for the purpose of determining the presence
9 or absence of alcohol, a drug or its metabolite.
10

11 f. Initial drug test or initial alcohol test shall mean a
12 sensitive, rapid, and reliable procedure to identify
13 negative and presumptive positive specimens, using a
14 method that has a reasonable degree of acceptance in
15 the scientific community.
16

17 g. Medical review officer or (MRO) shall mean a licensed
18 physician who has agreed to provide services to the
19 School for the purpose of reviewing drug test results
20 and communicating with the student-athlete and their
21 parent(s) concerning any positive drug test result as
22 more specifically described herein.
23

24 h. Prescription medication shall mean a drug or
25 medication obtained pursuant to a prescription as
26 defined by §893.02, Florida Statutes, whereas non-
27 prescription medication means medication that is
28 authorized pursuant to federal or state law for general
29 distribution and use without a prescription in the
30 treatment of human disease, ailments or injuries.
31

32 i. Counseling Session shall mean one (1) normal drug and
33 alcohol counseling session provided by the School
34 Board with the School Board's designated counselor. If
35 this session is missed on the part of the student-athlete,
36 such student-athlete's suspension shall continue until
37 such counseling session has been attended.
38

39 j. Specimen shall mean tissue, hair, or a product of the
40 human body, such as urine or breath, capable of
41 revealing the presence of drugs or their metabolites, as
42 approved by the United States Food and Drug
43 Administration or the Agency for Health Care
44 Administration.
45

46 k. Student-athletes shall mean any student enrolled in the
47 School District of Osceola County, Florida, and who is

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participating in or applying for participation in any interscholastic athletic program, including practices and games or contests, under the control and jurisdiction of the School District of Osceola County, Florida. It is the intention of the School Board that all students who are participating in activities that are deemed to be interscholastic athletic activities or interscholastic sports as defined by the applicable rules of the Florida High School Activities Association (FHSA) shall be covered under this policy for random drug and alcohol testing.

(3) General Prohibitions and Penalties:

- a. Standard of Conduct for Student-Athletes: The use or possession of a drug or alcohol as defined herein, by a student-athlete at any time is both illegal and detrimental to that student-athlete's ability to participate in interscholastic athletics and is hereby prohibited. Any student-athlete determined to be in violation of this policy is subject to disciplinary action related to his or her participating in interscholastic athletics and will be suspended from participation as provided in this policy.
- b. Student Code of Conduct: Nothing contained in this drug or alcohol testing policy for student-athletes shall be construed to limit or preempt the application and enforcement of the Student Code of Conduct, including all of its provisions pertaining to drugs and alcohol.
- c. Positive Test Results: A drug test or alcohol test administered pursuant to this policy will be deemed to have rendered a positive result indicating the presence of a drug if the quantity, as determined by an initial drug test followed by a confirmation analysis of the remaining portion, is equal to or greater than the levels which have been established by the National Institute of Drug Abuse or the protocols and procedures established by the laboratory or other company that has performed the confirmation analysis. Each high school that elects to implement this policy shall have the discretion to determine which drugs will be subject to the drug test. It is understood that the number of items being tested for will increase the expense or vary the cost of the testing and the schools shall have the discretion to implement testing for any or all of the following items: Alcohol; Amphetamines; Cannabinoids; Cocaine;

1 Ethanol; Opiates; Phencyclidine PCP; or any other
2 drug or substance that is illegal for students to possess
3 and/or ingest on school property or at a school function.
4

5 d. Penalties: For any student-athlete whose drug test
6 administered pursuant to this policy renders a positive
7 test result or who otherwise violates this policy, the
8 following consequences shall apply:
9

10 1. Random Test: The student-athlete shall be
11 suspended from participation in 10% of the
12 interscholastic athletic competitions (games or
13 contests, but not including practices) of the total
14 number of games or competitions in the regular
15 season. In the event the season ends before 10%
16 of the games or competitions are missed by
17 virtue of the suspension, such suspension shall
18 be carried forward into the next school year in
19 the event the student participates in the
20 particular athletic program. Additionally, the
21 student will be referred to a school district drug
22 and alcohol counselor. As a condition of being
23 reinstated to the team, the student-athlete shall
24 be required to attend at least three meetings with
25 the approved drug and alcohol counselor and
26 also attend such further counseling as the
27 counselor or school Principal may direct.
28 Further, the student athlete will be subject to
29 recurring drug tests or alcohol tests at times that
30 will not be previously disclosed to the student
31 athlete to deter him or her from committing a
32 subsequent violation of this policy throughout
33 the remainder of the time that he or she
34 participates in an interscholastic athletic activity
35 as defined by FHSAA policy or rule and is
36 enrolled in the School District of Osceola
37 County.
38

39 2. Second Offense or Second Positive Drug Test
40 Results: Upon a determination that a student-
41 athlete is guilty of a second violation of this
42 policy or has a second positive drug test result,
43 the student-athlete shall be prohibited from
44 participation in all interscholastic athletics for
45 the remainder of the season and one full
46 calendar year following the end of the athletic
47 season during which the second offense or

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second positive drug test occurs. For example if a volleyball player has a second positive drug test during the volleyball season, he or she would be prohibited from participating for the remainder of the volleyball season and prohibited from participating in all interscholastic athletics (including practices) for one full calendar year thereafter. In addition, the student-athlete must attend counseling sessions with a school district counselor (preferably a drug and alcohol counselor) as the school Principal directs.

(4) Drug Testing Procedures:

- a. Consent: Each student-athlete and his or her parent(s) are required to sign a written consent for drug testing form, attached as Exhibit A prior to being allowed to participate or continue to participate in interscholastic athletics. All random drug testing and random alcohol testing done throughout the course of the school year will be paid for by the school. Any refusal by the student-athlete to be tested shall constitute a violation of this policy and shall be grounds to deny eligibility from participation or removal from interscholastic athletics.

- b. Medication: Student-athletes who have been selected for drug testing or alcohol testing and who are or have been taking prescription or nonprescription medication should disclose that fact at the time of such testing and upon request provide verification. This may be done by either a copy of the prescription or by the physician’s written authorization.

- c. Selection Process: Drug testing or alcohol testing of student-athletes shall occur at various times throughout the school year on a team and/or individual basis. Any and all student-athletes participating in interscholastic sports may be required to undergo drug testing or alcohol testing on a random selection or “no reason” basis. Individuals may only be selected using a numerical selection process where each student-athlete’s name and identity remains unknown until the random selections are completed. Selections pursuant to this process shall be deemed “random” for purposes of this policy and will be satisfactory. The times for the

1 drug testing or alcohol testing will be determined by the
2 athletic director at the high school. The random
3 selection will occur throughout the fall, winter, and
4 spring sports seasons. Retesting of student-athletes
5 following a first offense or first positive drug test result
6 shall occur as set forth in this policy.
7

8 d. Specimen Collection Procedures: Those student-
9 athletes who are selected for drug testing or alcohol
10 testing will report to the area designated for testing
11 immediately, and produce a specimen under the
12 supervision of the athletic trainer and athletic coach in a
13 manner that will minimize intrusiveness and
14 embarrassment to the student-athlete while also
15 insuring that there is no tampering with the specimen by
16 the student-athlete. Each specimen container will be
17 checked for appropriate temperatures and for any signs
18 of tampering and will be sealed and labeled with a
19 number or other means of identification which does not
20 disclose the student-athlete's name. Efforts will be
21 made to limit knowledge of the student being tested to
22 the trainer, coach and other school officials involved in
23 this process.
24

25 e. Sample Analysis Procedures: The sealed specimen
26 container will be immediately handed over to the
27 athletic trainer to administer the drug test or alcohol test
28 in confidence with the student-athlete. If that initial
29 analysis renders a negative result then no further
30 analysis will be conducted. If the initial analysis of the
31 alcohol test renders a positive result, the MRO will be
32 notified immediately and the same procedures which
33 follow for a positive confirmation drug test will be
34 implemented. If the initial analysis of the test renders a
35 positive result, then a second analysis of the remaining
36 portion of the specimen will be conducted for
37 confirmation of the positive drug test result at the
38 approved School Board laboratory, which shall be a
39 licensed testing facility. If a second analysis is
40 necessary, the initial specimen will be sealed, identified
41 by student identification number, and delivered to the
42 laboratory for testing. If such confirmation analysis
43 renders a negative result, then the drug test will be
44 deemed negative and no further analysis or action will
45 be taken. If the confirmation analysis renders a positive
46 result, then the drug test result will be deemed positive
47 and a report of such result will be delivered to the MRO

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bearing only a number to identify the student-athlete without the student-athlete's name appearing on that report.

f. MRO Procedure: The MRO will receive all reports of positive drug test or alcohol test results and will be supplied with information to determine the correct name of the student-athlete whose identifying number appears on each positive test result report. Prior to verifying a positive drug test or alcohol test result, the MRO shall contact the student-athlete whose name coincides with the identifying number on the positive drug test or alcohol test report and that student-athlete's parent(s) to afford them the opportunity to confidentially discuss the test result with the MRO and provide the MRO with the student-athlete's medical history and any other relevant biomedical information that would assist the MRO in determining whether he or she should verify the drug test or alcohol test result as positive or deem that result to be negative. If the MRO determines that the test result should be deemed negative, then no further action shall be taken and the student-athlete's test result along with all other previous negative test results will be reported to the school Principal or his or her designee as a negative result. If the MRO verifies that a positive drug test or alcohol test result as reported by the laboratory is indeed positive, then the MRO shall submit that positive drug test or alcohol test result to the student-athlete's school Principal or his or her designee identifying that student-athlete by name so that the appropriate disciplinary action can be taken pursuant to this policy.

Retesting of student-athletes who are on probation because of a previous positive drug test or other violation of this policy shall be processed in the manner described above.

(5) Appeal Procedures: The student-athlete and his or her parent(s) have the right to discuss that student-athlete confirmed positive drug test or alcohol test result with the MRO. Additionally, a student-athlete whose test result has been verified as positive and forwarded by the MRO to the school Principal for the imposition of discipline or a student-athlete facing disciplinary actions provided herein as a result of any alleged violations of this policy, shall be entitled to procedural due process as follows:

1
2 a. Notice: The Principal shall notify the student-athlete
3 and his or her parent(s) that the student-athlete positive
4 drug test or alcohol test result has been verified by the
5 MRO or that the student-athlete has otherwise violated
6 this policy, describe the disciplinary action to be taken
7 and advise the student-athlete and his or her parent(s) of
8 their right to schedule a due process hearing.
9

10 b. Hearing: If requested by the student-athlete or his or
11 her parent(s), the Principal shall conduct a hearing
12 within a reasonable period of time following
13 notification to the student-athlete and parent(s) of the
14 notice described in paragraph 5.1 above.
15

The hearing shall be informal and conducted with the
16 same level and types of procedures as afforded by the
17 Principal in a suspension hearing. The Principal shall
18 render a decision and provide the student-athlete and
19 parent(s) with a written record of that decision at the
20 hearing or within three (3) days of the hearing. The
21 Principal's decision shall be final and shall not be
22 subject to any further administrative appeal.
23
24

25 6.6 MISCELLANEOUS
26

27 6.6.1 ~~Safety on School Grounds~~
28

29 A. Every member of the staff is responsible for the safety of pupils while on
30 the school grounds. The principal shall eliminate all hazards on school
31 grounds insofar as possible.
32

33 B. Teachers shall be assigned to supervise pupils on the school grounds
34 before and after classroom instruction. Principals shall see that all
35 activities are properly supervised and that all precautions are taken by
36 teachers and pupils. Insofar as is practical, there shall be a teacher or
37 properly instructed aide responsible for supervising pupils as they board
38 and unload from buses at the school site. The person shall be on alert for
39 any safety hazard, and shall attempt to maintain orderly procedures on the
40 part of the pupils.
41

42 C. The parents of a seriously injured student shall be notified immediately,
43 and the student shall be taken to the doctor or the hospital indicated on the
44 emergency procedure card as quickly as possible. Transportation will be
45 based upon the best judgment of the school principal. The Superintendent
46 shall be notified as to the nature of the accident and steps taken to assist
47 the child and the parents.

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D. The School Board directs that a sign containing the following language be placed at each educational facility:

“The school has formal supervisory responsibility for a student during the time the student is being transported to or from the school at public expense; during the time the student is attending school; during the time the student is on the school premises, participating with authorization in a school sponsored activity; and, during a reasonable time before and after a student is on the school premises for attendance at a school or authorized participation in a school sponsored activity, and only when on the premises. It is presumed that a “reasonable time” means thirty minutes before or after the activity is scheduled or actually begins or ends. Casual or incidental contact between School District personnel and students on school property will not result in a legal duty to supervise. The school’s duty of supervision does not extend to anyone other than students attending school and students authorized to participate in school sponsored activities.”

Adopted 9/17/96

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, Amended 07/01/02*

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) All Juniors for the 2002-2003 school year in order to address attendance concerns.
- B. The principal has given permission.
- C. A notarized permission slip on a form approved by the School Board has been signed by the parent, relieving the school of responsibility.
- D. Students granted this privilege shall not be party to transporting students who are not eligible to be off the school premises.

1 E. This privilege is subject to review on a student by student basis at the end
2 of each semester.

3
4 The open lunch privilege may be revoked for abuse of the privilege.

5
6 Auth: 232.25 & 231.41, F.S.

7
8 **6.6.3 Pupil Insurance**

9
10 **A. Contracts**

11
12 (1) The School Board shall arrange to make available to parents some
13 plan of pupil group insurance to protect students enroute to and
14 from the school and during the school day.

15
16 (2) Rules affording insurance coverage with respect to injuries
17 sustained by students as a result of accidents are private contracts
18 between the insurance company and the respective parents. The
19 School Board shall have no obligation for placing the insurance,
20 collection and delivery of insurance premiums, or enforcement of
21 the terms of the rule.

22
23 **B. Solicitation**

24
25 (1) Insurance companies which have, prior to the first day of the
26 school year, obtained the permission of the Superintendent, may
27 deliver to the schools for delivery by students to their parents, all
28 materials needed for the sale of policies and the collection of
29 premiums.

30
31 (2) Salesmen must be cleared through the principal's office before
32 contacting any employee.

33
34 **C. Contact Sports Insurance**

35
36 A student shall provide written proof of accident insurance coverage to the
37 principal before being allowed to try out, practice or participate in a
38 contact sport.

39
40
41
42 **6.6.4 Public Visitation**

43
44 **A.** An individual or group desiring to tour a school shall receive permission
45 from the Superintendent or the school principal.
46

- 1 B. Members of the public wishing to contact pupils during the school day
2 shall receive permission to do so from the principal. The principal should
3 grant permission only under extreme circumstances and then only if
4 contact cannot be made before or after the school day.
5
6 C. Non-enrolled students will not be allowed to visit teachers or classes
7 during the school day unless they are participating in a career day or
8 presenting a classroom activity. Clearance shall be made by that teacher or
9 sponsor with the principal prior to the school visit.
10

11 **6.6.5 Loitering**

12
13 Loitering on school premises during school hours by a person not a student in the
14 school or an employee of the Board shall not be tolerated. When it occurs, the
15 police or sheriff's department shall be notified.
16

- 17 A. School pictures may be offered as an optional service 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
21 the 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
43 provided with one 1 3/4" x 2 1/2" Black and White glossy print
44 picture of each student and teacher and twenty 5" x 7" Black &
45 White Activity pictures. (Club groups, etc.) These pictures shall
46 be taken on the same dates as the regular school day pictures or at a
47 time mutually agreed upon by the Photographer and Principal.

1 This service may be omitted if permission to omit is obtained by
2 the school principal.

3
4 **6.6.7 Employment and Age Certificates Revised 6/17/97**

5
6 The principal, upon request of a student or parent, shall issue verification of the
7 date of birth of a student on an approved form for usage by a prospective
8 employer.

9
10 Auth: 230.22, F.S.

11 Imple: SBR 6A-1.97, 232.07 and 232.08, F.S.

12
13 **6.6.8 Minimum Age Exception**

14
15 The minimum age of sixteen (16) years for School Board employees shall be
16 waived in the case of a work-study or similar program.

17
18 Auth: 230.22, F.S.

19 Imple: SBR 6A-2.97 and 6A-6.70, 232.07 and 233.068, F.S.

20
21 **6.6.9 Leaving School Grounds**

22
23 A. A principal shall not permit a pupil to leave in the custody of a person
24 other than the child's parents or legal guardian unless that person has
25 verified authorization of one of the parents or legal guardian.

26
27 B. Pupils shall be required to remain on the school grounds from the morning
28 bell until dismissal in the afternoon unless prior approval of the school
29 principal has been given.

30
31 C. The Superintendent or his designee may release pupils to properly
32 identified officers of the law or employees of the Department of Health
33 and Rehabilitative Services when circumstances regulate it. Proper
34 documentation must be presented prior to release.

35
36 Auth: 230.22, F.S.

37 Imple: 232.25, F.S.

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42 **6.7 DROP OUT PREVENTION COMPREHENSIVE PLAN (PROGRAMS)**

43
44 The Board may adopt policies regarding placement of students in Alternative
45 Education Programs designed to meet the needs of students who are disruptive,
46 disinterested, or unsuccessful in the school environment.

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Examples of such programs may include:

- A. Preventive programs such as the ALPHA Program whose purpose it is to prevent the development of severe maladaptive behavior problems.
- B. In-School Suspension Programs.
- C. Other programs as recommended by the Superintendent to the School Board.

Criteria for Eligibility - Students will be eligible for alternative education programs according to the guidelines set forth in State Board Rules 6A-1.994(2).

The Superintendent shall delineate procedures for eligibility, maintenance of records, and evaluation of Alternative Programs.

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. Substitute Adopted 9/7/99*

- A. Students who reach their fourteenth (14th) birthday during the current school year and have not reached their eighteenth (18th) birthday and who have accumulated fifteen (15) or more unexcused absences within a rolling ninety (90) calendar day period will be reported to the Department of Highway Safety and Motor Vehicles for the possible suspension of their driving privilege.
- B. Students who have had their licenses suspended may request a hardship hearing before the School Board within fifteen (15) calendar days after the date of receipt of notice of intent to suspend. A District Review Committee shall meet within thirty (30) days of the receipt of the written request for such hearing. In the event the District Review Committee rejects the waiver request, the student may appeal to the School Board. The decision of the School Board will be final.
- C. Students who have their driving privileges suspended may submit to the Department of Highway Safety and Motor Vehicles written verification of thirty (30) days of attendance with no unexcused absences for consideration of the reinstatement of driving privileges.

1 6.10 Rules and Procedures for Exceptional Student Education. *Adopted 6/19/01*

2

3 The Rules and Procedures for Exceptional Student Education shall be reviewed
4 annually and approved by the Board and incorporated herein by reference.

5

Penny
Collins.

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Chapter 7

Official School Board Position on Discipline

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1 **7.0 OFFICIAL SCHOOL BOARD POSITION ON DISCIPLINE**

2
3 7.1 **PHILOSOPHY** *Amended 7/2/96*

4
5 The School Board finds and declares that:

- 6
7 A. The development of self-discipline and self-direction is an educational
8 goal toward which disciplinary procedures must contribute. Discipline
9 provides experiences and establishes procedures which make the students
10 responsible for keeping themselves in order. Disciplinary action is the
11 corrective measure used when a breach of discipline has occurred.
12
13 B. The key to both student and teacher morale lies in how successfully the
14 rules on discipline are applied and how this is reflected in school order.
15 Educators, students, and parents must feel that, whatever rules are
16 followed, they are not only uniform for all, but are just and fair.
17 Disciplinary action, where imposed, should be as rational, non-arbitrary,
18 and judicious as possible. It should encourage free discussion and setting
19 of standards through the participation of students. The dignity and worth
20 of the individual should always be respected and, because of this,
21 disciplinary action should be free from harsh, abusive, and vindictive
22 forms of punishment. Also, the student should never be subjected to
23 sarcasm, public ridicule, or intimidation. Disciplinary action cannot be
24 effective if its purpose is merely to demonstrate the superior authority of
25 the teacher or administrator. The best results will be derived from cordial
26 and realistic teacher-pupil relationships which are reinforced by firm and
27 just policies administered at all levels.
28
29 C. These policies are not made with the intention of creating coercive or
30 punitive powers. The intent is simply to help maintain discipline in the
31 school setting. *Amended 6/28/94*
32
33 D. The teacher is the essential element in proper discipline within the schools.
34 There are certain aspects of classroom management which must be left to
35 the discretion and good judgment of the individual teacher, especially the
36 instances regarding talking, movement of students in the room, and other
37 activities which might be perfectly acceptable in one classroom situation
38 and inappropriate in another.

39 Auth: 230.22, F.S.

40 Imple: 230.23 (6) (c) and 232.27, F.S.

41
42

1 7.2 GENERAL POINTS OF EMPHASIS

2
3 7.2.1 Designated Responsibility

- 4
5 A. Employees of the Osceola County School Board shall make a concerted
6 effort to prevent or correct common discipline problems found in the
7 District schools. All people involved with the handling of discipline shall
8 take a firm stand and insist that students behave in such a manner that the
9 school environment is conducive to good education for all individuals.
10 *Amended 7/21/98*
11
12 B. Teachers are expected to assist in correcting discipline problems as they
13 might occur on the school grounds.
14
15 C. Each year the School Board shall distribute a copy of the Code of Student
16 Conduct to students and teachers. The code, which is based upon the
17 School Board's rules governing student conduct and discipline, shall also
18 be available to parents at the beginning of the year. The code shall be
19 discussed at the beginning of every school year in the appropriate venue
20 determined by the principal. *Amended 6/29/93*
21
22 D. A committee composed of teachers, principals, and community
23 representatives will make a periodic review of the Code of Conduct.
24
25 E. Employees of the Osceola County School Board shall make a concerted
26 effort to provide written and oral communication in the parents' primary
27 language or other mode of communication commonly used by the parents,
28 unless clearly not feasible, for current and former limited English-
29 proficient students in situations involving the handling of discipline.
30 *Adopted 6/27/00*

31
32 Auth: 230.22, F.S. Imple: 232.25, F.S.; SBR 6A-0908(2)

33
34 7.2.2 Classroom Management

35
36 Minor offenses, insofar as is possible, shall be handled at the teacher level. Those
37 things, which are against classroom regulations, shall be made clear at the
38 beginning of the school year, reiterated from time to time, and enforced
39 continuously. Only in case of chronic disobedience to these rules shall the
40 individual be referred to an administrator. Before any referral is made, the teacher
41 shall first use whatever corrective measures are available, including the contact of
42 parents or guardians. The teacher shall immediately inform the administrator of
43 any contact with parents, which might require his involvement in the situation.
44

45 Auth: 230.22, F.S. Imple: 232.27, F.S.

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7.2.3 Records *Amended 7/2/96 & 7/21/98*

- A. Disciplinary records shall be maintained separately from a pupil's permanent record in a place designated by the principal. Disciplinary records of pupils who have not committed major offenses (Level IV, Student Code of Conduct) may be destroyed when the pupil is promoted from the elementary to middle school or from middle to high school.
- B. Disciplinary records of pupils who have committed major offenses (Level IV, Student Code of Conduct) shall be maintained at the school site for a period of three years in accordance with the District's records retention policy.
- C. Disciplinary records of a pupil who transfers from one school in the District to another school in the District shall be forwarded to the receiving school with the pupil's permanent folder and shall be maintained in accordance with item A above.
- D. Pupils who are transferring to another school in a different district and who have committed major offenses (Level IV, Student Code of Conduct) shall have a copy of their disciplinary folder forwarded to the receiving school with their permanent records. The original discipline folder shall be maintained by the sending school in accordance with item B above.
- E. Records shall be made available for parental inspection upon request in the same manner as permanent records.
- F. Letters of expulsion shall be filed in the student's cumulative folder. No other items relative to discipline shall be filed in the permanent record.

Auth: 230.22, F.S. Imple: 230.23 (11), 232.23 and 231.085 (3), F.S.

7.2.4 Authority of Classroom Teachers

Each teacher may offer directive guidance to a pupil through informal counseling sessions, may invite the pupil's parent or guardian to participate in informal counseling sessions or otherwise to confer with the teacher, and may detain a pupil before or after school hours up to one (1) hour per day, provided that the parent or guardian shall have advance notification of such detention. It shall be the student's responsibility to notify the parent of the detention and the parent responsibility to arrange for adequate transportation to and from home.
Amended 6/29/93

1 When a discipline problem disrupts the entire class and makes the learning
2 process ineffectual, the students involved shall be removed from the class, upon
3 approval of the principal, in order to allow for the restoration of order and the
4 continuation of teaching. Parents shall be notified that the student is temporarily
5 removed from the class or all classes for more than one day, until the school has
6 the assurance of the student and his parents that his behavior will improve.
7 Temporary removal shall not exceed ten (10) days. This class period shall be
8 spent in a well-supervised study room within the school building or in an In-
9 School Suspension setting. If the nature of the problem warrants it, other
10 disciplinary action may be taken in accordance with the Code of Student Conduct.
11 *Amended 7/21/98*

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. After investigating the degree and severity
28 of the student's misconduct, the principal of the school the student attends may
29 administer disciplinary consequences at the school level, up to and including
30 suspension from transportation to and from school and school functions at public
31 expense in accordance with section 7.3.1D, out-of-school suspension, and/or
32 recommendation for expulsion. *Amended 6/29/93, 7/2/96 & 7/21/98*

33
34 The school bus driver shall preserve order and good behavior on the part of all
35 pupils being transported, but he shall not suspend the transportation of or give
36 physical punishment to any pupil, or put any pupil off the bus at other than the
37 regular stop for that pupil, except by order of the parent or the principal in charge
38 of the school the pupil attends; provided, that should an emergency develop due to
39 the conduct of pupils on the bus, the bus driver may take such steps as are
40 reasonably necessary to protect the pupils on the bus.

41
42 Auth: 230.22, F.S.
43 Imple: 232.28, F.S., and SBE Regulation 6A-3.17(1)(d) 2
44

1 7.2.6 Authority of School Principal

2
3 The principal shall be responsible for the provision of pupil guidance and
4 counseling, including parent conferences, and also for the supervision of detention
5 procedures when such are deemed necessary by instructional personnel.
6

7 The principal shall have the authority to administer corporal punishment in
8 accordance with Board Rule 7.4 and shall have the authority to suspend a student
9 from any or all classes and assign the student to a well-supervised study room
10 within the school. "In-school suspension" shall be limited to ten (10) days for any
11 one (1) infraction or instance of misbehavior. The principal also has the authority
12 to require students, as a disciplinary measure, to perform custodial services on
13 buildings or grounds. These activities shall not pose a potential source of harm to
14 the student. Such activity is specifically exempt from the provisions of the Child
15 Labor Laws in Chapter 450, Florida Statutes. *Amended 6/29/93 & 6/28/94*
16

17 If suspension of a student becomes necessary, an initial effort shall be made to
18 contact the parents and inform them of the problem before the student is
19 suspended. The procedure for suspension of students is set forth in Board Rule
20 7.5.1.
21

22 The Principal or his designated representative may recommend to the
23 Superintendent the expulsion of any student who has committed a serious breach
24 of conduct, including, but not limited to, willful disobedience, open defiance of
25 authority of a member of his staff, violence against persons or property, or any
26 other act which substantially disrupts the orderly conduct of school. Any
27 recommendation of expulsion shall include a detailed report by the principal or his
28 designated representative on the alternative measures taken prior to the
29 recommendation of expulsion. The procedure of expulsion of students is set forth
30 in Board Rule 7.5.3.
31

32 The Principal shall notify the appropriate school personnel of students who have
33 committed serious off-campus crimes as specified in State Statutes.
34 *Adopted 7/2/96*
35

36 The Principal or his designated representative shall include an analysis of
37 suspensions and expulsions in the annual report of school progress.
38

39 Auth: 230.22, F.S. Imple: 231.085 and 232.26, F.S.
40

41 7.2.7 Standard for Student Search, Motor Vehicle Search, and Search of Student Locker
42 or other Storage Area *Adopted 1/18/94, Amended 6/15/99*
43

44 A. Florida law provides relaxed standards of search and seizure under the
45 state constitution with respect to searches of students' effects by school

1 officials. This relaxed standard of search is owing to the special
2 relationship between students and school officials and, to a limited degree,
3 the school officials' standing in loco parentis to students. Accordingly, it
4 is the purpose of this policy to provide procedures by which school
5 officials may search the students' effects within the bounds of Florida Law.
6

7 All Board parking areas and lockers are the property of the school system.
8 School authorities have the right to inspect any student parked vehicle
9 and/or lockers in order to protect the health, safety and welfare of students.
10 Each student who uses Board property to park a vehicle or uses a school
11 locker must sign the Board's Student Parking and/or Student Locker
12 Application and Consent to Search and Waiver of Liability form
13 acknowledging and agreeing to the conditions as a prerequisite to, and in
14 consideration for, the issuance of a student parking decal and/or a student
15 locker that the locker is school property and may be opened by school
16 authorities at any time without consent and without the student's
17 knowledge or presence.
18

19 **B. Search of Student Lockers, Motor Vehicles or other Storage Areas**

20
21 (1) A principal, if he has reasonable suspicion that a prohibited or
22 illegally possessed substance or object is contained within a
23 student's locker or other storage area, may search the locker or
24 storage area. The term "storage area" as used in this policy shall
25 include bags, purses, backpacks, knapsacks, briefcases, satchels,
26 and any other item or receptacle of any kind whatsoever within
27 which an object or item may be concealed, contained or carried.
28 Routine locker clean-ups are not considered searches.
29

30 (2) The principal, if he has reasonable suspicion that a prohibited or
31 illegally possessed substance or object is contained within a motor
32 vehicle (including a motorcycle, moped or automobile) that is
33 parked on School Board property and which vehicle was driven on
34 to the property by a student enrolled in any school in the District,
35 may search the motor vehicle. Provided, that the student will first
36 be requested to unlock the motor vehicle so as to prevent damage
37 from occurring to the motor vehicle prior to the conduct of the
38 search. If the student refuses to voluntarily unlock the vehicle and
39 permit the search, the school officials may forcibly enter the
40 vehicle only if there is an emergency involving a substantial health,
41 safety or welfare interest of a student. Absent an emergency
42 situation, any student who fails to voluntarily unlock the vehicle
43 shall be subject to discipline, including expulsion from school for
44 gross defiance of a direct and authorized order issued by a school
45 official. The Code of Student Conduct shall be deemed amended

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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, including the use of drug and gunpowder sniffing K-9 dogs, 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, dean, assistant
5 principal, principal, or other administrator to modify corrective measures
6 suggested whenever extenuating circumstances seem to be present.
7

8 It is beyond the scope of the Code of Student Conduct to identify all potentially
9 relevant state laws, rules, or regulations and School Board policies that may apply
10 to a specific disciplinary case. Therefore, the Code of Student Conduct is not an
11 exhaustive representation of every possible example of inappropriate behavior for
12 which a student may receive a disciplinary consequence. However, it does
13 represent a good faith effort to address the more frequently observed behaviors of
14 students generally. *Adopted 6/15/99*
15

16 The Code of Student Conduct identifies prohibited student conduct and lists a
17 range of consequences which may be imposed for each infraction. When assigning
18 consequences for misconduct, the Principal or designee shall give consideration to
19 factors such as the nature of the infraction, the student's past disciplinary record,
20 the student's attitude, the student's age and grade level, and the severity of the
21 problem as it exists in that particular school. The degree and severity of the
22 problem may justify classifying the offense at a higher level than is indicated by
23 the example. *Adopted 7/2/96 Amended 6/15/99*
24

25 The use of words, such as battery and arson, are not meant to be considered
26 equivalent to or to carry the same standards and consequences as the same words
27 which are defined in the criminal context in the Florida Statutes. The School
28 Board retains the flexibility and right to attach definitions found in this Board
29 Rule to such words without attaching any criminal standards set by the courts or
30 legislature. *Adopted 6/15/99*
31

32 A. DEFINITIONS OF TERMS *Adopted 6/15/99*
33

34 Definitions of terms and/or student conduct which are considered to be
35 violations of the Code of Student Conduct are described in this section of
36 the handbook. When a student has committed an infraction, the
37 misbehavior is to be classified according to the definition which best
38 describes it.
39

- 40 (1) Aggravated Assault Violation - The act of verbally assaulting
41 another person by implying harm with a deadly weapon without the
42 intent to kill the other person or with intent to commit an act which
43 would constitute a felony as set forth in Florida Statutes.
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- (2) Arson Violation - The act of intentionally or willfully igniting a fire, damaging, or attempting to damage, any real or personal property by fire or incendiary device, but does not include the act of lighting a match alone. *Amended 6/27/00*

- (3) Assault Violation - The act of making an intentional, unlawful threat, by word or act, to do violence to another person coupled with an apparent ability to do so, and then doing some act that creates a well-founded fear in that person that violence is imminent.

- (4) Battery Violation – The act of physically attacking or attempting to physically attack a school system employee, volunteer, or student with or without provocation. The actual reckless or intentional touching, striking, or hitting and/or the attempt to recklessly or intentionally touch, strike, or hit a school system employee, volunteer, or student with any portion of the actor's person or with any object against the will or without the permission of the victim. A finding of a battery may be determined whether or not the actor intended to cause or does cause bodily harm or injury. A battery may or may not be serious enough to warrant calling the police. *Amended 6/19/01*

- (5) Bomb Threat Violation - The act of intentionally making a report to any person, including school personnel, concerning the placement of, creation of, or discussion of any bomb, dynamite, explosive or arson causing devices.

- (6) Burglary/Breaking and Entering Violation - The act of unlawfully entering into a building or other structure or vehicle, without permission, with the intent to commit a crime.

- (7) Class Disruption Violation - The act of behaving inappropriately which disrupts the learning environment, which inhibits the instructor's ability to teach, or interferes with other students' opportunity to learn.

- (8) Data Network Acceptable Use Policy Violation - The act of inappropriately using a computer including, but not limited to, breaking into restricted accounts or networks, modifying or destroying files without permission, illegally copying software, entering or distributing or printing unauthorized files, visiting inappropriate websites (i.e. pornography), or downloading inappropriate materials.

- 1 (9) Defiance of Authority Violation - The act of flagrantly, or hostility
2 challenging the authority of a school staff member, bus driver, or
3 any other adult in authority.
4
- 5 (10) Dishonesty/Cheating Violation - The act of inappropriately and
6 deliberately distributing or using information, notes, materials, or
7 work of another person in the completion of an academic exam,
8 test, or assignment.
9
- 10 (11) Disruption on School Bus Violation - The act of engaging in
11 conduct or behavior which interferes with the orderly, safe, and
12 timely transportation of students.
13
- 14 (12) Disruptive Behavior Violation - The act of behaving
15 inappropriately which interferes or obstructs the mission or
16 operation of the School District or the safety and welfare of other
17 students or employees at school or at any school sponsored
18 activity.
19
- 20 (13) Distribution of Over the Counter Prescription Medication
21 Violation - The act of distributing any substance which requires a
22 physician prescription or is an over-the-counter medication.
23
- 24 (14) Dress Code Violation - The act of failing to comply with the
25 established dress code policy.
26
- 27 (15) Drugs/Alcohol Violation - The act of storing, possessing, selling,
28 purchasing, distributing, using, or being under the influence of any
29 alcoholic beverage, or any substance defined as a controlled
30 substance under Chapter 8983 of the Florida Statutes, including,
31 but not limited to, marijuana, hallucinogens, inhalants, as well as
32 any substance which requires a physician's prescription, or any
33 over-the-counter medication without parent approval and school
34 notification, or any substance represented to be an illegal
35 substance, such as "designer drugs," or caffeine pills, tablets, or
36 caplets, or any substance which is represented to be any such
37 substance.
38
- 39 (16) Drug Paraphernalia Violation - The act of possessing, using,
40 selling, storing, or distributing any equipment, device, or
41 equipment used for the purpose of preparing or taking drugs,
42 including, but not limited to, items listed in Section 893.145,
43 Florida Statutes, and items which may be determined to be drug
44 paraphernalia under the criteria set out in Section 893.146, Florida
45 Statutes.

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- (17) Excessive Absences/Truancy Violation - The act of failing to attend class and having no acceptable excuse for the absence.
Amended 07/01/02
- (18) Explosives Violation - The act of possessing, using, selling, storing, distributing, constructing, or detonating any combustible substance or destructive device, such as a bomb, letter bomb, pipe bomb, grenade, rocket, or similar device designed to explode.
- (19) Extortion Violation - The act of using threatening (physical or verbal) intimidation to obtain anything of value from another person, including, but not limited to, money.
- (20) Failure to Follow Directions Violation – The act of failing to follow the directions of a teacher, administrator, staff, or volunteer in the school setting. Behavior that violates this rule would be considered minor and would not rise to the level of defiance of authority or insubordination, and would not necessarily require a referral to and administrator unless the behavior becomes chronic.
Amended 07/01/02
- (21) Failure to Report to Detention/Saturday Detention Violation - The act of not attending an assigned detention (Teacher or Administrator) or Saturday Detention.
- (22) False Accusations Against Staff Member(s) Violation - The act of intentionally publicizing (oral or written) untrue, injurious allegations against a staff member or school volunteer, or knowingly bringing false charges against a staff member or school volunteer.
- (23) False Accusations Against Classmates Violation - The act of intentionally publicizing (oral or written) of untrue, injurious allegations against another classmate or knowingly bringing false charges against a classmate. If the accusations against a classmate are found to be false, the actor lodging the false accusation may receive the same punishment as would have been received by the wrongly accused individual. The consequence may be adjusted by the Principal as he/she considers the circumstances of misdirected staff time and damage to the wrongly accused individual and his/her family.

- 1 (24) False Fire Alarm Violation - The act of activating a fire alarm
2 system or equipment (i.e. fire extinguisher, hoses, or sprinklers) or
3 willfully reporting a false fire.
4
- 5 (25) False Summoning of Emergency Services Violation - The act of
6 intentionally or willfully notifying or reporting a false emergency
7 in which any community agency or provider of emergency services
8 responds to the scene.
9
- 10 (26) Fighting Violation - The act of participating in an altercation
11 involving physical violence in which another person may or may
12 not sustain personal injury.
13
- 14 (27) Firearms Violation - The act of possessing, using, selling, storing,
15 distributing, or detonating any weapon which will, is designed to,
16 or may be readily converted to expel a projectile by the action of an
17 explosive, the frame and receiver of any such weapon, any firearm
18 muffler or firearm silencer, or any destructive device, including
19 firearms of any kind (operable or inoperable; loaded or unloaded),
20 including, but not limited to, hand guns, zip guns, pistols, rifles,
21 shot guns, starter guns, flare guns, BB or pellet guns, paintball
22 guns, or cap guns. *Amended 6/27/00*
23
- 24 (28) Fireworks Violation - The act of possessing or igniting
25 firecrackers, bottle rockets, smoke bombs, or other similar devices.
26
- 27 (29) Forgery Violation - The act of making a false or misleading written
28 communication to a school staff member with either the intent to
29 deceive or under circumstances which would reasonably be
30 calculated to deceive the staff member, or producing or possessing
31 any false document, items, or record represented to be an authentic
32 school document, item, or record.
33
- 34 (30) Furnishing/Selling of Drugs or Counterfeit Drugs Violation - The
35 act of selling, offering for sale, or giving away any intoxicant, drug,
36 controlled substance or that which is presented as a controlled
37 substance OR selling or offering for sale a non-controlled
38 substance as a controlled substance shall be suspended and
39 recommended for expulsion by the Principal.
40
- 41 (31) Gambling Violation - The act of participating in games or activities
42 of chance for money or items of value.
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- 44 (32) Gang-Related Activity Violation - The act of engaging in any
45 verbal, written, or physical act which is associated with becoming a

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member of a gang, being a member of a gang, or participating in gang identified rituals or behaviors.

(33) Gang-Related Appearance or Apparel Violation - The act of wearing or displaying any clothing, jewelry, accessories, makeup, tattoo, or any other appearance or apparel which may be considered gang-related in any manner which is associated with being a member of or participating in a gang or gang-related activity.

(34) Harassment Violation - The act of using unwelcome gestures, words, or written statements to annoy, demean, denigrate, defame, malign, or ridicule another person.

(35) Horseplay Violation - The act of engaging in rowdy, rough behavior that interferes with the safe or purposeful order of the school.

(36) Illegal Organization Violation - The act of establishing or participating in a secret society or prohibited organization on School Board owned property, at a school function, or at an extracurricular activity.

(37) Inappropriate Printed Materials and/or Obscene Act Violation - The act of using oral or written language, electronic messages, pictures, objects, gestures, or engaging in any physical act considered to be offensive, socially unacceptable, or not suitable for an educational setting. *Amended 07/01/02*

(38) Infractions of School or Classroom Rules Violation – The act of failing to follow school or classroom rules in the school setting. Behavior that violates this rule would be considered minor and would not rise to the level of defiance of authority or insubordination, and would not necessarily require a referral to an administrator unless the behavior becomes chronic. *Amended 07/01/02*

(39) Insolent Attitude Violation - The act of communicating (oral or written) and/or using body language, including, but not limited to, facial expressions or gestures which are intended to communicate disrespect, insult, contempt, impertinence, or rudeness toward person(s) in authority.

(40) Insubordination Violation - The act of deliberately refusing, or failing to follow a direction or an order from a school staff member, bus driver, or any other adult in authority.

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- (41) Lack of Supplies Violation – The failure of a student to be in possession of any school supplies necessary to participate and/or complete classroom activities or assignments. Supplies include, but are not limited to, pencils, paper, books, notebooks, pens, rulers, protractors, gym clothing, musical instruments, or any other item reasonably needed to participate in classroom activities or assignments. *Amended 07/01/02*
- (42) Lewd/Lascivious Sexual Conduct Violation - The act of exposing or exhibiting one’s sexual organs in public, or to act or behave in such a manner as to simulate that sexual battery is being committed.
- (43) Long-term Suspension - The suspension of a student within the range of 6-10 days.
- (44) Lying/Misrepresentation Violation - The act of intentionally providing false or misleading information to, or withholding valid information from, a school staff member.
- (45) Malicious Destruction of School or Personal Property of Staff Violation - The act of intentionally damaging or destructing school property or personal property belonging to a staff member, including, but not limited to, destruction or damage to a home and/or an automobile.
- (46) Minor Vandalism Violation – The act of willfully defacing, damaging, or destroying by any means the real or personal property belonging to the School Board or another person in an amount equal to or less than \$100.00 in cost and/or time. *Amended 07/01/02*
- (47) Off-Campus Felony - The arrest by law enforcement officials of a student for the alleged commission of a felony or a delinquent act which would be classified as a felony if committed by an adult at a time and place where students are not subject to control of the school.
- (48) Possession/Use of Dangerous Chemical Irritants Violation - The act of possessing or using devices which are designed to inflict or could inflict pain or injury to another individual, such as, mace and pepper spray.

- 1 (49) Possession of Dangerous or Disruptive Item Violation - The act of
2 possessing any item, although not specifically designed to do harm
3 to another person, which is used to cause or attempt to cause
4 injury, or is used to put someone in reasonable fear of injury,
5 including, but not limited to, belts, pencils, pens, compasses,
6 combs, hair brushes, and laser pens.
7
- 8 (50) Possession of Handcuffs Violation – The act of possessing,
9 carrying, and/or transporting on or about his person handcuffs.
10 *Amended 07/01/02*
11
- 12 (51) Possession of Stolen Property Violation - The act of possessing
13 stolen property shall receive appropriate disciplinary consequences.
14 Students should refrain from receiving, taking, or “holding onto for
15 a friend” any item(s) or materials for which they are not the
16 legitimate owner.
17
- 18 (52) Possession/Use/Under Influence of Alcohol, Drugs, or Other
19 Controlled Substances Violation - The act of possessing or
20 influenced by intoxicating beverages or drugs or combinations of
21 drugs having hallucinatory effects OR found to be in the
22 possession of drug paraphernalia.
23
- 24 (53) Possession or Use of Personal Communication Device Violation -
25 The act of possessing, carrying, and/or transporting on or about his
26 person any personal communication device such as alarm devices,
27 pagers/beepers, cellular phones, or other one-way/ two-way
28 communication devices without proper authorization on school
29 grounds or in any building owned or operated by the School Board,
30 except as otherwise allowed in the School Board Rules.
31 Authorized possession and/ or use shall be defined as follows:
32
- 33 a. The device may be built in or kept securely locked in the
34 student’s personal vehicle.
35
- 36 b. The device may be carried by a student in a concealed (non-
37 visible) manner and must be turned off at all times during
38 regular school hours.
39
- 40 c. The device may only be used by a student before or after
41 regular school hours.
42
- 43 d. The principal may require the device to be registered with
44 the school prior to allowing students to use them in the
45 manner described above.

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- e. The school shall not be responsible for lost or stolen communication devices. *Amended 07/01/02*

- (54) Possession/Use/Transfer of Deadly Weapon Violation – The act of possessing, carrying, and or transporting on or about his person or in any vehicle or other conveyance or discharging any firearm or other weapon as defined in Section 790.001, F.S. *Amended 07/01/02*

- (55) Profanity/Abusive Language Violation - The act of using any profane, vulgar, or unnecessary crude utterance or gesture, whether directed toward a teacher or classmate, or merely done overtly.

- (56) Public Display of Affection Violation – The act of failing to refrain from public displays of affection in school. The practice of embracing and kissing in school is considered in poor taste and disruptive to the educational environment. *Amended 07/01/02*

- (57) Racial Harassment Violation - The act of discriminating against another person which discrimination is prohibited by law - race, color, gender, or national origin, including verbal, nonverbal, graphic, written, or physical conduct that denigrates or shows hostility or aversion toward any student based upon race, when such repetitive conduct substantially interferes with a student’s academic performance, or creates an intimidating, hostile, or offensive school environment. Racial harassment may include, but is not limited to, the following conduct which is based upon race:
 - a. Epithets and slurs
 - b. Negative stereotyping
 - c. Threatening, intimidating, or hostile acts
 - d. Written or graphic material that shows hostility or aversion toward an individual or group

- (58) Riot/Rioting Violation - The act of inciting or participating in disorderly and/or violent group behavior.

- (59) Robbery - The act of taking or attempting to take anything of value under confrontational circumstances from the control, custody, or

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care of another person by force or threat of force or violence or putting the victim in fear of larcenies.

(60) Sexual Battery - Any sexual act directed against another person, forcibly or against that person's will, or not forcibly against that person's will where the victim is not capable of giving consent because of his/her youth or because of temporary or permanent mental incapacity.

(61) Sexual Harassment - The act of making unwelcome sexual favors and other inappropriate verbal, nonverbal, written, graphic, or physical conduct of a sexual nature when such repetitive conduct substantially interferes with a student's academic performance, or creates an intimidating, hostile, or offensive school environment.

(62) Sexual Related Offenses Violation - The act of engaging in a sex act or physical conduct of a sexual nature.

(63) Short-term Suspension - Any suspension of a student within the range of 1-5 days.

(64) Simple Assault/Minor Battery Violation (Student to Student Only) – The act of threatening of or attempting to strike another person where physical contact is made by one individual, but where no injury is sustained. *Amended 6/19/01*

(65) Skipping Class/ School Violation - The act of not reporting to class or leaving school grounds without receiving proper prior approval and/or following established procedures for checking out of school. *Amended 07/01/02*

(66) Stealing/Theft Violation - The act of unlawfully taking the property of another person without threat of violence or bodily harm, or knowingly being in possession of stolen property, or knowingly selling or distributing stolen property.

(67) Tardiness Violation - The act of arriving late to school or to a class on a repeated basis.

(68) Threat/Intimidation Violation - The act of declaring the actor's intent by word or act to do violence to another person or to his/her property, or forcing another person to do something, or prevent another person from doing something by coercion, bullying, or making him/her afraid, or acting in a way which is likely to cause others to be afraid.

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- (69) Throwing Objects Non-Injury to Persons or Property Violation – The act of throwing any object intentionally or unintentionally that does not cause injury to persons or property. Objects may include, but are not limited to, pen caps, paper clips, paper wads, or spitballs. *Amended 07/01/02*
- (70) Tobacco Products Violation - The act of possessing, using, selling, storing, or distributing cigarettes, cigars, snuff, dip, pipe tobacco, chewing tobacco, OR possessing, using, storing, distributing, or igniting a cigarette lighter or matches.
- (71) Trespassing Violation - The act of entering without authorization onto School Board owned property, into a school function, or an extracurricular activity, or remaining on School Board owned property after being directed to leave that location by a school staff member or law enforcement officer.
- (72) Unauthorized Area/Hall Violation - The act of being present in buildings, rooms, hallways, or other areas of a school campus restricted to student access during all or a portion of a day.
- (73) Unauthorized Assembly Violation - The act of being present at unapproved student gatherings, meetings, demonstrations, or protests which interfere with the orderly process of the school environment, or which interrupts a school function or an extracurricular activity.
- (74) Unauthorized Buying/Selling of Merchandise Violation - The act of buying or selling any merchandise while at school or on any property owned by the School Board of Osceola County, Florida without the permission of the Principal.
- (75) Unauthorized Possession of Prescription or Over the Counter Medication Violation - The act of possessing or using any substance which requires a physician’s prescription or is considered an over-the-counter medication, without checking such medication in at the school clinic in accordance with School Board Rules, Policies, and Procedures.
- (76) Unsafe Act Violation - The act of engaging in any behavior which compromises the health or safety of an individual including, but not limited to, such acts as hitting, kicking, or slapping.

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(77) Vandalism Violation - The act of willfully defacing, damaging, or destroying, by any means, the real or personal property belonging to the School Board or another person, when the damage exceeds the amount of \$100.00 in cost and/or time. *Amended 07/01/02*

(78) Vehicle/Parking Violation - The act of failing to follow established rules and regulations concerning the privilege of driving and parking vehicles on a school campus.

(79) Weapons Violation - The act of possessing, storing, distributing, selling, or purchasing any instrument or object that may inflict harm on another person, or be used to intimidate another person, including, but not limited to, fixed blade knives, folding knives, switch blade knives, common pocket knives, razor blades, box cutters, sharp cutting instruments, ice picks, dirks, chains, pipe, nunchakus, brass knuckles, Chinese stars, billy clubs, tear gas, poisonous gases, sling shots, electrical weapons or devices, stun guns, BB or pellet guns, starter pistols, propellants, paintball guns, "look-alike" weapons, or any object or substance directly represented to be or falsely represented to be a weapon of mass destruction (i.e. an anthrax hoax). *Amended 07/01/02*

B. Elementary and Secondary Code of Student Conduct *Amended 6/30/92, 6/29/93, 6/28/94, 6/27/95 & 11/7/95, Revised & Reformatted 7/2/96, Amended 6/17/97 & 7/21/98. Revised 6/15/99*

LEVEL I

Minor misbehavior on the part of the student, which impedes orderly classroom procedures or interferes with the orderly operation of the school.

(1) Examples *Amended 07/01/02*

- a. Class disturbances/ disruptions
- b. Dishonesty - cheating, lying, etc.
- c. Dress code violations
- d. Failure to follow directions
- e. Public display of affection
- f. Profanity or abusive language, student to student

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- g. Hall violations
- h. Lack of supplies
- i. Infractions of school or classroom rules
- j. Throwing objects (non-injury to persons or property)
- k. False accusations against classmates
- l. Parking violation (secondary)
- m. Skipping class
- n. Skipping school
- o. Trespassing
- p. Unauthorized area
- q. Unauthorized assembly
- r. Unauthorized buying and selling of merchandise

(2) Recommended Discipline Procedure for Level I Offenses:

Immediate intervention by staff member who is supervising the student or who observes the misbehavior.

Repeated misbehavior indicates the need for a parent/guardian conference with the teacher and/or guidance counselor and/or school administrator.

A proper and accurate record of the offense and disciplinary action is maintained by the staff member.

- a. First Offense
 - 1. Written report to parents
 - 2. Verbal reprimand
 - 3. Written educational assignment
 - 4. Special assignment related to offense

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5. Behavior contract
6. Correct inappropriate dress
7. Parent/Teacher/Student Conference
8. Time-out area
9. Strictly supervised study Area
10. Loss of credit for work (for dishonesty or failure to turn in work)
11. Opportunity to secure supplies
12. Teacher detention
13. Counseling
14. Teacher student schedule change
15. Revoke parking decal or tow away vehicle (secondary)
16. Administrative detention/Saturday detention
17. Work detail
18. Others

b. Repeated Offense

1. Additional detention
2. Withhold privileges
3. Parent notification and/or conference
4. In-school suspension
5. Corporal punishment
6. Short-term out-of-school suspension

1 **LEVEL II**

2
3 Misbehavior of frequency or seriousness that tends to disrupt the learning
4 climate of the school and from which educational consequences are
5 serious enough to require corrective action on the part of administrative
6 personnel. These infractions, which usually result from the continuation
7 of Level I misbehaviors, require the intervention of personnel on the
8 administrative level because the execution of Level I disciplinary options
9 has failed to correct the situation.

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11 (1) Examples *Amended 07/01/02*

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13 a. Continuation of Level I misbehaviors
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15 b. Defiance of authority/willful disobedience
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17 c. Disruptive behavior/horseplay
- 18
19 d. Disruption of the school bus
- 20
21 e. Insolent attitude
- 22
23 f. Excessive absences or tardies to school
- 24
25 g. Failure to serve teacher assigned discipline
- 26
27 h. Simple assault/ Minor Battery
- 28
29 i. Forgery of notes, excuses, other school documents
- 30
31 j. Illegal organizations
- 32
33 k. Unauthorized use of personal communication device

34
35 Authorized possession and/or use shall be as follows:

- 36
37 1. The device may be built in or kept securely locked
38 in the student's personal vehicle.
- 39
40 2. The device may be carried by a student in a
41 concealed (non-visible) manner and must be turned
42 off at all times during regular school hours.
- 43
44 3. The device may only be used by a student before or
45 after regular school hours.

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- 4. The principal may require the device to be registered with the school prior to allowing students to use them in the manner described above.
- 5. The school shall not be responsible for lost or stolen communication devices. *Amended 07/01/02*

1. Unauthorized use and/or possession of over the counter or prescription medication

(2) Recommended Discipline Procedure for Level II Offenses:

Student is referred to administrator for appropriate disciplinary action.

Proper and accurate record of the offense and disciplinary action is maintained by administrator.

Parents are informed. The teacher is informed of the administrator's actions.

a. First Offense

- 1. Report to parent
- 2. Verbal reprimand
- 3. Written educational assignment
- 4. Special assignment related to offense
- 5. Behavior contract
- 6. Time-out area
- 7. Confiscation of inappropriate item
- 8. Strictly supervised area
- 9. Teacher detention
- 10. Teacher/Student schedule change
- 11. Counseling

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- 12. Administrative detention/Saturday detention
- 13. Referral to outside agencies
- 14. In-school suspension
- 15. Work detail
- 16. Short-term out-of-school suspension
- 17. Others

b. Repeated Offenses

- 1. Additional corporal punishment
- 2. Additional in-school suspension
- 3. Additional work detail
- 4. Additional short-term out-of-school suspension (1-5 days)
- 5. Refer to Director of Student Services
- 6. Refer to Director of Exceptional Students

LEVEL III

Acts directed against persons or property but the consequences of which do not seriously endanger the health or safety of others in the school. These acts might be considered dangerous or criminal but most frequently can be handled by the disciplinary mechanism in the school. Corrective measures, which the school should undertake, however, depend on the extent of the school's resources for remediating the situation in the best interest of all students.

(1) Examples *Amended 07/01/02*

- a. Continuation of Level II misbehaviors
- b. Fighting

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Elementary School only

- 1st offense 1 - 3 days out-of-school suspension
- 2nd offense 3 - 5 days out-of-school suspension
- 3rd offense 5 - 10 days out-of-school suspension
- 4th offense 10 days out-of-school suspension
and recommendation for expulsion

Middle School only

- 1st offense 3 days out-of-school suspension
- 2nd offense 5 days out-of-school suspension
- 3rd offense 10 days out-of-school suspension
and recommendation for expulsion

High School only

- 1st offense 5 days out-of-school suspension
- 2nd offense 10 days out-of-school suspension
and recommendation for Expulsion

- c. Gambling
- d. Extortion
- e. Failure to serve administratively assigned discipline
- f. Harassment
- g. Inappropriate printed materials and/or obscene act
- h. Inappropriate printed material
- i. Insubordination
- j. Possession of dangerous or disruptive items
- k. Possession of stolen property

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- l. Racial harassment
- m. Sexual harassment
- n. Sex related offenses, including inappropriate video material
- o. Stealing
- p. Threat or intimidation - student to student
- q. Minor vandalism
- r. Profanity/Abusive language to teacher, staff, or volunteer
- s. Gang related activity
- t. Gang related apparel or appearance
- u. Violation of the Data Network Acceptable Use Policy
- v. Unsafe act
- w. Possession or use of tobacco products and/or cigarette lighters
 - 1st offense: Mandatory attendance in a tobacco awareness/cessation class in lieu of other disciplinary action. If the student declines the opportunity, the application of Level III consequences would be applied up to and including a possible \$25.00 citation.
- aa. Lying misrepresentation

(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

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1. Report to parent
2. Verbal reprimand
3. Written educational assignment
4. Special assignment related to offense
5. Behavior contract
6. Time-out area
7. Confiscation of inappropriate item
8. Strictly supervised area
9. Teacher detention
10. Teacher/Student schedule change
11. Counseling
12. Administrative detention/Saturday detention
13. Referral to outside agencies
14. Corporal punishment
15. In-school suspension
16. Financial restitution
17. Work detail
18. Remove or change inappropriate apparel or appearance
19. Short-term out-of-school suspension
20. Long-term out-of-school suspension
21. Recommendation for expulsion
22. Others

- b. Repeated Offenses
 - 1. Refer to Director of Student Services
 - 2. Refer to Director of Exceptional Students

LEVEL IV

Acts which result in violence to another's person or property or which pose a direct threat to the safety of others in the school. These acts are clearly criminal and are so serious that they always require administrative actions which result either in the immediate removal of the student from school, the intervention of law enforcement authorities or referral to Student Services for possible Board action.

(1) Examples *Amended 07/01/02*

- a. Unmodified and continued Level III violations
- b. *Aggravated assault
- c. Arson
- d. Burglary/breaking and entering
- e. *Explosives
- f. *Firearms
- g. Vandalism
- h. Lewd and lascivious sexual conduct
- i. False fire alarm
- j. Malicious destruction of school or personal property of staff
- k. Fireworks
- l. Possession of handcuffs
- m. Possession of dangerous chemical irritants (mace, pepper spray)

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- n. *Assault and Battery - an unlawful injury to another
- o. *Furnishing/selling drugs or counterfeit drugs
- p *Bomb threats
- q. *Fraudulently summoning emergency services
- r. *False accusation of misconduct directed toward staff members
- s. Off-campus felony charges
- t. Possession/use/under the influence of alcoholic beverages, drugs, or other controlled substances, including possession of drug paraphernalia
- u. Distribution of over the counter or prescription medication
- v. *Distribution of alcoholic beverages, drugs, or other controlled substances
- w. *Weapons
- aa. Riot/ Rioting
- ab. Robbery
- ac. Threat and/or Intimidation Student to Teacher, Staff, or Volunteer
- ad. Possession/Use /Transfer of a Deadly Weapon
- ae. Sexual Battery

(2) Recommended Discipline Procedure for Level IV Offenses:

For all (*) items, follow the procedures listed below and make Recommendation for Expulsion

Administrator verifies the offense, confers with the staff involved and meets with the student, allowing the student the opportunity to relate his or her version of what occurred. The student is immediately removed from the school environment. Parents are

1 notified. Administrator may contact law enforcement agency and
2 assist in prosecuting offender. Complete and accurate report is
3 submitted to the Superintendent for possible Board action.
4

5 For all non- (*) items, follow procedures listed above and select the
6 appropriate level of discipline consequence below.
7

8 a. First Offense
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10 1. Out-of-school suspension
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12 2. Recommendation for expulsion
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14 3. Others
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16 b. Repeated Offenses
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18 Recommendation for expulsion
19

20 Compliance with the drug and alcohol issues in the Student Code of
21 Conduct is mandatory.
22

23 Auth: 230.22, F.S.

24 Imple: 231.09(2) ,230.2313(2)(c), 230.23(11)(c), 231.086, 232.26-232.28,
25 F.S.
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27 **7.3.1C. Post-Secondary Code of Student Conduct *Adopted 7/2/96 & Amended***
28 ***7/21/98***
29

30 **LEVEL I**
31

32 Minor misbehavior on the part of the student, which impedes orderly
33 classroom procedures or interferes with the orderly operation of the
34 school.
35

36 (1) Examples
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38 a. Tardiness - Excessive and/or habitual late arrival to school
39 or class
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41 b. Absence - Excessive and/or habitual absence from school
42 or class
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44 c. Dress Code - Non-conformity of established dress code
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d. Disruptive behavior on school property or at school-sponsored events.

e. Littering

(2) Recommended Discipline Procedure for Level I Offenses:

a. First Offense

1. Immediate intervention by the instructor or staff member who observes the misbehavior.
2. Verbal Reprimand
3. Tardiness or Absence - Tardiness or absence will result in a verbal or written warning from the instructor.
4. Dress code violations - The instructor will counsel any student whose clothing is a dress code violation that is not disruptive to the educational process. The instructor will direct the student to change when the attire is disruptive to the educational process.

b. Second Offense

1. Written referral to a counselor
2. In the case of a dress code violation, the student will be given a written referral to the administration. The student will be sent home to obtain the appropriate attire.

c. A third offense will result in moving the offense to Level II.

LEVEL II

Misbehavior of frequency or seriousness that tends to disrupt the learning climate of the school and from which educational consequences are serious enough to require corrective action on the part of administrative personnel.

(1) Examples

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- a. Continuation of Level I offenses
- b. Disorderly Conduct - Conduct or behavior which interferes with or disrupts the orderly process of the school environment or a school function.
- c. Disrespect for Others - Conduct of behavior, which demeans, degrades, antagonizes, humiliates, or embarrasses a person or group of persons.
- d. False and/or Misleading Information - Intentionally providing non-valid or misleading information or the withholding of valid information to/from a school system staff member.
- e. Cheating - Willful or deliberate unauthorized use of the work of another person for academic purposes or inappropriate use of notes or other material in the completion of an academic assignment or test.
- f. Unauthorized use of personal alarm devices or telephone pagers/beepers.

(2) Recommended Discipline Procedure for Level II Offenses:

- a. First Offense

A written referral to the administration and parent contact (if a minor), conference/warning, contract, conference with all relevant persons or temporary suspension.
- b. Second Offense

Written referral to the administration and possible suspension.
- c. Third Offense

A third offense will result in moving the offense to Level III.

LEVEL III

1 Acts against persons or property but the consequences of which do not
2 seriously endanger the health or safety of others in the school.

3
4 (1) Examples

- 5
6 a. Continuation of Level II offenses
- 7
8 b. Unauthorized Assembly, Publications, etc. -
9 Demonstrations and/or petitions by students or possession
10 and/or distribution of unauthorized publication which
11 interfere with the orderly process of a school function.
- 12
13 c. Insubordination - Refusal or failure to comply with a
14 direction from a school staff member, failure to comply
15 with local or state law, school rule, School Board policy or
16 classroom rules.
- 17
18 d. Repeated Misconduct of a More Serious Nature - Repeated
19 misconduct which tends to substantially disrupt the orderly
20 conduct of a school, school function or extracurricular/co-
21 curricular program of activity.
- 22
23 e. Sexual harassment or creating a hostile environment
- 24
25 f. Profane, Obscene or Abusive Language/Materials - The use
26 of either oral or written language, gestures or pictures
27 which are socially unacceptable and which tend to disrupt
28 the orderly school environment or school functions.
- 29
30 g. Use of tobacco products and/or cigarette lighters
- 31
32 h. Fighting on school property.
- 33
34 i. Destruction, defacing, or vandalism of property.
- 35
36 j. Use of radios and headphones.
- 37
38 k. Violation of the Data Network Acceptable Use Policy.

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44 (2) Recommended Discipline Procedure for Level III Offenses:
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a. First Offense

Written referral to administration, conference with all relevant persons, and possible suspension.

b. Second Offense

A second offense will result in moving the offense to Level IV.

LEVEL IV

Acts which result in violence to another’s person or property or which pose a direct threat to the safety of others in the school.

(1) Examples

a. Continuation of Level III offenses

b. Alcohol/Drugs - Possession, use, under the influence of, selling, or transporting of alcoholic beverages, drugs, or any substance capable of modifying mood or behavior or represented to be of said nature, including possession of drug paraphernalia.

c. Arson - The willful and malicious burning or attempt to burn or destroy school system property, contents in or on the property or the personal property of others.

d. Assault/Battery of Employees/Volunteers/students - An intentional threat by word or act to do physical harm to a school employee, volunteer or student coupled with an apparent ability to do so or the actual reckless or intentional touching or striking of a school system employee, volunteer or student against his/her will.

e. False Fire Alarm - The willful and/or malicious activation of a fire alarm system or equipment (i.e. fire extinguisher, hoses, or sprinklers) or the willful and/or malicious reporting of a false fire.

f. Theft/Robbery - The act or attempted act of taking money, property or possessions from another against his/her will with or without the use of force, violence or fear.

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- g. Bomb Threats/Explosions - Any communication which has the effect of threatening an explosion to do malicious, destructive or bodily harm to school system property or property at a school function or extracurricular/co-curricular activity or the person in or on that property or attending the function. This includes preparing, possessing or igniting explosives including unauthorized fireworks on school system property or at a school function or an extracurricular/co-curricular activity.
- h. Weapons - The possession, use or control of any dangerous instrument which could be used to harm, cause injury or death to another person. This may include, but is not limited to, firearms, knives, clubs, explosives and other chemical weapons. Weapons shall be confiscated and will not be returned to the student. Possession of weapons shall be reported to law enforcement authorities.
- i. Hate crimes and language.
- j. Unauthorized use of cellular phones. Students in postsecondary programs may receive waivers of this rule as prescribed by the site principal
- k. False accusations of misconduct directed toward staff members.
- l. Off-campus felony charges.
- m. Fraudulently summoning emergency services.

(2) Recommended Discipline Procedure for Level IV Offenses:

The first offense will result in an immediate ten-day suspension with the request for expulsion. The offense may be reported to the appropriate law enforcement agency.

Compliance with the drug and alcohol issues in the Student Code of Conduct is mandatory.

7.3.1 D. Student Transportation

- (1) The responsibilities of pupils transported at public expense shall be as follows:

- 1 a. To occupy the seat assigned by the driver and to refrain at all times
2 from moving around while the bus is in motion. To observe
3 classroom conduct (except for ordinary conversation) while getting
4 on and off the bus, and while riding the bus. To keep hands inside
5 the bus at all times, except in case of emergency egress.
6
7 b. To obey the driver and to report to the school principal when
8 instructed to do so by the driver.
9
10 c. To warn the driver of approaching danger if there is reason to
11 believe the driver is not aware of the danger.
12
13 d. To be at the designated place in the morning and after school,
14 ready to board the bus at the prescribed time. *Amended 7/23/91*
15
16 e. To walk to the bus stop on the left side of the road, facing traffic,
17 and to stay off the roadway at all times while waiting for the bus.
18
19 f. To wait until the bus has come to a full stop before attempting to
20 get on or off.
21
22 g. To enter or leave the bus only at the front door after the bus has
23 come to a full stop, except in case of emergency.
24
25 h. To cross the highway, when necessary, as follows:
26
27 1. Upon alighting from bus, stand at the side of the road ten
28 (10) feet in front of the bus, within sight and hearing of the
29 driver and wait for his signal to cross the road or proceed to
30 the park strip.
31
32 2. Upon signal from the driver, look both ways and proceed in
33 front of the bus across the road or to the park strip.
34
35 i. To ride assigned bus only. Any change must be requested in
36 writing by the parent and receive written approval of the principal
37 before implementation of the requested change.
38
39 j. Students are prohibited from disembarking at other than the
40 assigned bus stop unless authorized in advance by the school
41 administration. *Adopted 7/2/96*
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43 Auth: 230.22, F.S. Imple: 232.25, F.S.

44 (2) School Bus Violations
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Any pupil who persists in disorderly conduct on a school bus shall be reported to the principal by the driver of the bus. After investigating the degree and severity of the student's misconduct, the principal of the school the student attends may administer disciplinary consequences at the school level up to and including suspension of transportation to and from school and school functions at public expense, out-of-school suspension and/or recommendation for expulsion.

a. Definitions

Acts which distract the bus driver from giving full attention to the roadway and which ultimately pose a direct threat to the safety of the students riding the bus or to the safe operation of the school bus.

b. Examples of Violations

School Bus Safety Rules shall be distributed to students upon enrollment and posted in the front of ALL school buses. Any infraction shall be considered a violation.

c. Procedures

1. The bus driver will submit a written referral to the principal whenever students violate Bus Safety Rules and fail to heed the verbal warning of the Bus Driver.
2. The principal will review the reported incident with the student.
3. Parents will be notified.
4. A proper and accurate record of the offense and the disciplinary action will be maintained by the administrator.

d. 1st Offense

A warning, alternative action or suspension from the bus.

e. Repeated Offenses *Amended 7/21/98*

1. Second offense - Suspension of bus riding privileges/afternoon detention. Action waived if parent attends a conference at the school with the principal, bus driver

1 and Transportation Supervisor.
2 Alternative action is an administrative
3 option for ESE Students. *Amended*
4 *6/29/93*

5
6 2. Third offense - Three (3) day suspension of bus riding
7 privileges or one (1) day for ESE
8 students. A follow-up IEP meeting will
9 be scheduled for Exceptional Students.
10 *Amended 6/30/92 & Amended 6/29/93*

11
12 3. Fourth offense - Ten (10) day suspension of bus riding
13 privileges and Discipline Review
14 Hearing for Exceptional Students.
15 *Amended 6/30/92*

16
17 4. Fifth offense - Permanent revocation of bus riding
18 privileges for remainder of the school
19 year. *Amended 6/30/92 & 6/27/00*

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21 **7.3.2 Misbehavior**

22
23 Actions by students, which show disrespect for any school personnel,
24 intimidation, fighting, violent antagonism toward classmates, or general
25 misconduct, which disrupts the learning situation, shall not be tolerated. If a
26 situation cannot be handled by the teacher, it shall be referred to an administrator.
27 Behavior described in this rule shall be responded to swiftly, with appropriate
28 disciplinary action.

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30 Auth: 230.22, F.S.

31 Imple: 231.09(2), 230.2313(1)(c), 230.23(11)(c), 231.085, 232.16-232.28, F.S.

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33 **7.3.3 Dangerous or Disruptive Items**

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35 A. Any item used by a student which disrupts class order, detracts from
36 attention to instruction, defaces school property, or in any way endangers
37 the safety of any student, may be taken by the teacher and turned over to
38 the principal. The Principal shall take appropriate disciplinary action for
39 the offense. Students shall not carry any object that is usually considered
40 to be a weapon, such as a knife or other dangerous and harmful object or
41 any realistic facsimiles. A principal who finds a student to be in
42 possession of a weapon or dangerous and harmful object will take the
43 appropriate disciplinary action for a level IV violation of the Code of
44 Student Conduct. *Amended 6/29/93, 6/28/94 & 7/21/98*

1 B. No student shall, while on the grounds or in any building owned or
2 operated by the School Board of Osceola County, FL, possess carry or
3 transport on or about his/her person or in any vehicle or other conveyance
4 or discharge any firearm or other weapon as defined in Section 790.001
5 Florida Statutes. Any student violating this policy shall be recommended
6 to the Superintendent for expulsion. Any such student not enrolled in an
7 Exceptional Student Education program who is determined to have
8 brought a firearm or other weapon as defined in Section 790.001 to school,
9 to a school function or onto any school-sponsored transportation will be
10 expelled with or without continuing educational services, from the School
11 District of Osceola County for a minimum period of not less than one full
12 calendar year and referred for criminal prosecution. *Adopted 6/29/93*
13 *& Amended 6/27/95 & 6/19/01*

14
15 The School Board of Osceola County may assign a student to a
16 disciplinary program or second chance school for the purpose of
17 continuing educational services during the period of expulsion.
18 *Adopted 6/19/01*

19
20 The Superintendent may consider the 1-year expulsion requirement on a
21 case-by-case basis and request the School Board to modify the requirement
22 by assigning the student to a disciplinary program or second chance school
23 if it is determined to be in the best interest of the student and the school
24 system. *Adopted 6/19/01*

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26 Auth: 230 .23, F. S.
27 Imple: 231.09(2), 230.2313(1) (c), 230.23(11) (c), 231.085,232.16-232.28,
28 120.53, 230.23(6),230.22(8)(c) and 120. 57 (1), F. S.

29
30 7.3.4 Willful Disobedience

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32 Students shall at all times show proper respect for staff members. Appropriate
33 disciplinary action shall be taken if any student willfully disobeys a staff member,
34 and shall depend upon the degree and intent of disobedience. *Amended*
35 *7/2/96*

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37 Auth: 230.22, F.S.
38 Imple: 231.09(2),230.2313(1) (c), 230.23(11) (c), 231.085, 232.26-232.28, F.S.

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42 7.3.5 Wearing Apparel and Accessories - Dress Code Policy *Revised 5/2/00,*
43 *Amended 5/8/01*

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A. The school, as a center of learning, shall provide for the development of habits and attitudes conducive to acceptable wearing apparel, and good grooming. Wearing apparel shall not be of the type which would detract from the primary purpose of the school, which is academic instruction, nor shall accessories carried by children to school be disruptive to the conduct of the school or hazardous to student welfare.

B. Students are required to wear appropriate clothing as set forth in this Policy. The Board adopted "Dress Code Policy" is based on the situation and the grade level of the students. Inappropriate clothing and appearance are disruptive to the school program and Principals shall enforce compliance with this Policy by those students within their jurisdiction. *Adopted 5/2/00*

C. Violations of this Policy: Violations of this Policy shall be treated as disruptive behavior in violation of the Student Code of Conduct. However, Policy violations shall not carry over on the student's discipline record to subsequent years. This Policy shall apply to students at all times when they attend school or any school sponsored event. *Adopted 5/2/00*

This policy shall be applicable in its entirety, except where a specific section may be directed toward a select group of students. All persons subject to this policy shall comply with all sections of it. *Adopted 5/2/00*

D. Wearing apparel, which tends to identify association with secret societies as prohibited in Florida Statutes, shall not be worn. *Adopted 6/28/94*

E. Cleanliness of the physical person consistent with the maintenance of good health and to avoid offensiveness to others is mandatory. *Amended 5/2/00*

F. Schools, with the involvement of the school advisory council, may adopt a school uniform. Participation by students will be voluntary. Students who choose not to wear the school-adopted uniform will be required to conform to the Dress Code Policy. *Amended 11/7/95 & 5/2/00*

G. In Postsecondary programs, some programs may require uniforms. Continued enrollment in these programs shall be contingent on the students' adhering to all uniform requirements and standards. *Adopted 7/2/96*

H. General Dress Code Requirements: *Adopted 5/2/00*

(1) **Shirts and Blouses**: Shirts or blouses are not required to be tucked into the waistband of pants, shorts or skirt. Sleeveless shirts or

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blouses are allowed. However, midriff, upper torso and undergarments may not be exposed. The size of shirts or blouses shall be appropriate to the student's body size and shall not be unduly oversized or undersized. Spaghetti straps, tube tops, halter tops, midriff tops, tank tops or clothing that exposes the upper torso are not allowed. The Principal's determination as to whether or not shirts and blouses are appropriate to the student's body size shall be determinative and final. *Amended 5/8/01*

- (2) **Pants:** Pants shall be worn so that the waistband is worn at the waist and not below the waist. The size of the pants shall be appropriate to the student's body size and shall not be unduly "oversized." Belts are optional and if worn must be of appropriate size and fastened in a customary manner. The Principal's determination as to whether or not pants and/or belts are appropriate to the student's body size or whether pants and/or belts are "unduly oversized" shall be determinative and final. *Amended 5/8/01*

The width of the legs of pants shall not be unduly "oversized" and shall be appropriate in consideration of the particular student's body size. The Principal's determination as to whether or not the width of pants legs are appropriate to the student's body size or whether the width of pants with regard to the particular student are "unduly oversized" shall be determinative and final.

- (3) **Skirts and Dresses:** The hem of girls' skirts or dresses shall be no shorter than the tip of the fingertips when both arms are extended by the side. The Principal's determination as to the appropriate length of skirts and dresses shall be determinative and final. *Amended 5/8/01*

- (4) **Appropriate Sizes:** Students shall wear clothing of appropriate size as determined by the Principal.

- (5) **All students shall wear shoes/footwear.** Elementary and middle school students' shoes/footwear shall be closed toe and heel so as to protect the entire foot. High school students may wear sandals provided they have a back strap and a strap over the toes. Platform shoes may not be worn. *Amended 5/8/01*

- (6) **The decision as to whether or not clothing or the appearance of a student is in violation of this Policy shall be made by the Principal, and such decision shall be determinative and final as to the matter being decided. The exercise of this discretion shall be subject to**

1 legal standards for the reasonable exercise of discretion by the
2 school administrators, but to the greatest extent permitted by law,
3 deference shall be afforded to school officials in their exercise of
4 discretion in the implementation of this Policy. This provision
5 regarding the discretion of school officials shall apply to each
6 subsection and portion of the entire Policy.
7

8 I. Unacceptable Attire: Students are not allowed to wear clothing, jewelry,
9 buttons, haircuts, tattoos, makeup, or other attire or markings which are
10 offensive, suggestive, or indecent, including but not limited to: *Adopted*
11 *5/2/00*

- 12 (1) Clothing associated with gangs;
- 13 (2) Clothing encouraging the use of drugs, alcohol, or violence;
- 14 (3) Clothing associated with discrimination on the basis of age, color,
15 handicap, national origin, marital status, race, religion, or sex;
- 16 (4) Clothing (or lack thereof) exposing any portion of the torso or
17 upper thighs such as see-through garments, mini-skirts or mini-
18 dresses, halters, backless dresses, tube tops or tank tops or shirts,
19 bare midriff outfits, or shirts or blouses tied at the midriff;
- 20 (5) Clothing deemed by school officials to be so revealing as to
21 disrupt, or potentially disrupt, good order and the education
22 program;
- 23 (6) Clothing or outer garments traditionally designed as undergarments
24 such as boxer shorts, bloomers, tights, or hosiery (except where
25 tights or hosiery are worn appropriately);
- 26 (7) Clothing or footwear that is construed by the Principal in such
27 person's reasonable judgment to be hazardous or dangerous to
28 health or safety; or
- 29 (8) Hats, headgear, or any head covering, except when approved by the
30 Principal.

31 J. Shorts: Students may wear hemmed walking shorts, or Bermuda shorts,
32 only if the wearing of shorts has not been revoked and they are appropriate
33 for safety or employment training purposes, as provided hereinafter. In all
34 situations in which shorts are permissible to be worn, the shorts shall
35 extend to the tip of the fingertips when both arms are extended by the side.
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1 The Principal's determination as to the appropriate length of the shorts
2 shall be determinative and final. *Adopted 5/2/00 & Amended 5/8/01*

3
4 (1) Unacceptable Shorts: Athletic shorts including spandex-style
5 "bicycle" shorts, cut-off jeans, frayed jeans or pants, cut-off sweat
6 pants, short-shorts, running shorts, and see-through boxer-type
7 shorts are not permitted.

8
9 (2) Vocational-Technical Centers: For safety and employment training
10 purposes, students enrolled at the vocational-technical centers will
11 wear the uniform of the program. If there is no uniform, this rule
12 shall apply.

13
14 (3) Revocation of Shorts Privilege for Excessive Violations: If an
15 individual school's School Advisory Council ("SAC") determines
16 that too many students have abused the shorts policy, the Principal
17 may revoke the shorts privilege at that particular school so that the
18 entire student body will not be allowed to wear shorts to school
19 during the next semester. In such cases, the Principal may elect to
20 prohibit wearing shorts to school at that particular school during
21 subsequent semesters or school years or reinstate the privilege of
22 wearing shorts to school, as the Principal, in consultation with the
23 SAC, may deem appropriate. *Amended 5/8/01*

24
25 (4) The Principal may revoke the shorts privilege of a student who
26 violates the provisions of the shorts policy twice in one semester.
27 *Adopted 5/8/01*

28
29 K. Dress Code Policy: Subject to the terms and conditions set forth below the
30 School Board has adopted this Policy pertaining to all students as follows:
31 *Adopted 5/2/00*

32
33 (1) Findings: Based upon evidence presented to the School Board, the
34 recommendations of the Superintendent and the Superintendent's
35 staff, and the opinions of parents/guardians, educators and others
36 with knowledge, experience and expertise regarding student
37 behavior and discipline, the School Board finds that public schools
38 in Osceola County may realize significant benefit by the adoption
39 of a uniform dress code policy. The Board also finds that other
40 public schools throughout the country have employed student dress
41 code policies and that this promotes improved school spirit with
42 students having greater pride in their school's appearance and
43 greater respect for the school facilities.
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- (2) Purpose and Intent: In adopting this Policy it is the School Board's purpose and intent to enable all of the public elementary, middle and high schools in Osceola County to experience improved school spirit, with students having greater pride in the appearance of their schools and greater respect for school authority and school facilities.
- (3) Scope: This Policy shall apply to all students enrolled in any public school under the jurisdiction of the School Board of Osceola County, Florida.
- (4) Charter/Magnet Schools: In the event that a Charter or Magnet school has a more stringent student dress code policy, such policy shall take precedence over the Dress Code Policy described herein.
- (5) Outer Garments: The dress code policy shall not prohibit students from wearing coats or jackets when necessary due to weather conditions or for other legitimate reasons, although coats or jackets shall be the appropriate size for the student, shall not be overly baggy, nor violate any other provision of this Policy. Long overcoats that might serve to conceal contraband shall be removed immediately upon arrival at the school or function.
- (6) Alternative Education Programs: Students assigned to an Alternative Education Program shall be required to dress in accordance with the Dress Code Policy in effect at the Alternative Education Program, and in the absence of such a policy, then those students shall comply with this Policy.
- (7) Breach of Conduct: Repeated violations of the Dress Code Policy shall be treated as disruptive behavior under the Student Code of Conduct.
- (8) Violation of the Policy for Unacceptable Appearance (Not Necessarily Clothing): It will be a violation of this Policy for a student to attend school or any school-sponsored event or function held during the school day with any visible body piercing, except for earrings on the ears. It will also be a violation of this Policy for any student to have his or her hair cut or worn in such manner, or colored in such manner, in an extreme fashion such that the Principal, within the reasonable exercise of his or her discretion, determines it is so distracting or disruptive that it interferes with the orderly educational process. By way of illustration only, and not by way of limitation, examples of unacceptable hair color or style would be extremely garish neon colors, orange, purple, green

1 (or other unnatural colors), color patterns such as plaid or stripes,
2 Mohawk style, extreme spiked hair and similarly unusual and
3 distracting hairstyles. Further, it will be a violation of this Policy
4 for a student to wear makeup that is not within the acceptable
5 standards for the school or community such that the Principal,
6 within the reasonable exercise of his or her discretion, determines
7 it is so distracting or disruptive that it interferes with the orderly
8 educational process.

- 9
10 L. Exemption: Exemptions to the Dress Code Policy shall be permitted by
11 the Principal upon appropriate documentation. In the event the wearing of
12 clothing in compliance with the Dress Code Policy violates a student's
13 sincerely held religious belief, or materially impacts a student's
14 documented medical condition, then such student and the student's
15 parent/guardian shall submit a signed affidavit setting forth the religious or
16 medical issue and the requested exemption to the Dress Code Policy. The
17 Principal may request additional documentation to substantiate the
18 requested exemption and the student and student's parent/guardian shall
19 provide the additional documentation as requested. *Adopted 5/8/01*

20
21 The Principal, within the reasonable exercise of his or her discretion, shall
22 determine if an exemption to the Dress Code Policy is appropriate, and
23 communicate that decision to the student and the student's
24 parent/guardian. *Adopted 5/8/01*

25
26 Auth: 230. 22, F. S.

27 Imple: 231.09(2), 230.2313(1)(c),230.23(11)(c), 231.085, 232.26, 232.28, F.S.

28
29 **7.3.6 Public Affection**

30
31 Students shall conduct themselves at all times in a responsible manner in
32 accordance with appropriate school standards. *Amended 7/2/96*

33
34 Auth: 230. 22, F. S.

35 Imple: 231. 09 (2) and 232.25, F.S.

36
37 **7.3.7 Intoxicants, Hallucinogenic Drugs and Medications *Amended 7/2/96 & 7/21/98***

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39 A. Students found to be in possession of or under the influence of
40 intoxicating beverages or drugs or combinations of drugs having
41 hallucinatory effects at any school function or on school property shall be
42 suspended under Level IV Procedures in the Code of Student Conduct. If
43 the use of intoxicants or hallucinogenic drugs is discovered through the
44 application of the random drug testing policy, the procedures in that policy
45 shall apply. *Amended 5/2/00*

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2 B. Students found to be in possession of drug paraphernalia while on school
3 property or at any school function shall be suspended under Level IV
4 Procedures in the Code of Student Conduct. *Amended 7/23/91*

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6 C. The Principal shall suspend and recommend to the Superintendent for
7 expulsion any student found to be selling or offering for sale a non-
8 controlled substance as a controlled substance under Level IV Procedures
9 in the Code of Student Conduct.

10
11 D. Students found to be selling, offering for sale, or giving away any
12 intoxicant, drug, controlled substance or that which is presented as a
13 controlled substance while on school property or in attendance at a school
14 function shall be recommended to the Superintendent for expulsion under
15 Level IV Procedures in the Code of Student Conduct.
16 *Amended 7/23/91 & 6/28/94*

17
18 E. Students will not be allowed to possess, use or distribute medication on
19 campus. Students found to be in violation of this policy shall be subject to
20 disciplinary action as recommended in the Code of Student Conduct.
21 *Adopted 7/2/96*

22
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 7.3.8 Use of Tobacco

27
28 Students shall not be permitted to use or possess tobacco in Osceola County
29 school 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.

35 Imple: 231.085 and 232.25, F.S.

36
37 7.3.9 Skipping and Excessive Absence (Truancy) *Amended 07/01/02*

38
39 Any student who fails to attend class and has no acceptable excuse for his absence
40 shall be considered truant and referred to the appropriate administrator for
41 punishment. Every effort should be made for the student to make up the time and
42 work missed in after-school detention. Parents shall be notified of unexcused
43 absences and of after-school detention resulting there from, in accordance with
44 Board Rule 7.2.4. In accordance with 232.26, F.S., no student shall be suspended
45 for unexcused tardiness, lateness, absence, or truancy.

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2 Auth: 230.22, F.S. Imple: 230.2313(3)(c), 232.08, 232.10, 232.26, and
3 232.27,F.S.
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6 **7.3.10 Theft and Pilfering**
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8 Any student involved in the act of stealing or in possession of stolen property may
9 be suspended from school. In such cases, the attendance of parents or guardians at
10 a conference with school officials shall be requested. Thefts shall be reported to
11 the proper authorities. Efforts shall be made to secure reimbursement or
12 replacement of the money or items taken.
13

14 Auth: 230.22, F.S. Imple: 232.26, F.S.
15

16 **7.3.11 Blackmail and Extortion**
17

18 Any student, who blackmails or otherwise threatens any person for payment of
19 money or any other consideration, may be suspended from school and parents or
20 guardians shall be called for a conference with school officials. In such cases,
21 efforts shall be made to secure reimbursement or otherwise recover damages. The
22 appropriate law enforcement agency will be notified.
23

24 Auth: 230.22, F.S.
25 Imple: 232.26, 120.53(1), 230.23(6), and 230.33(8)(c), F.S.
26

27 **7.3.12 Profanity**
28

29 Profanity shall mean any profane, vulgar, or unnecessarily crude utterance or
30 gesture, whether directed toward a teacher or classmate, or merely done overtly.
31 Such instances shall be handled by the teacher, if possible, and referred to the
32 appropriate administrator if further action becomes necessary.
33

34 Auth: 230.22, F.S. Imple: 232.26 and 232.27, F.S.
35

36 **7.3.13 Vandalism and Burglary**
37

38 Destruction of or damage to school property due to burglary or vandalism shall be
39 reported immediately to the police or sheriff's department and to the
40 Superintendent. The immediate area of the loss or damage shall be kept clear of
41 personnel, and nothing shall be moved or touched, until the proper law
42 enforcement agency has made an investigation.
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44 A full and complete report of loss or damage shall be made to the Superintendent
45 as soon as possible following the investigation.

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2 Appropriate action against any student known to have committed vandalism shall
3 include having the parents or guardians come to the school for a conference with
4 school officials and an arrangement for restitution for damage. A student eighteen
5 (18) years of age, or the parents of a minor student found guilty of damaging,
6 defacing, taking or destroying school property, either during school hours or at
7 any other time, shall be required to repay the cost of repairing the damage, and the
8 student may be subject to a penalty of suspension from school for a period up to
9 ten (10) days, and/or face expulsion from school.

10
11 Auth: 230.22, F.S.

12 Imple: 741.24, 232.26, 120.53(1), 230.23(6),230.33(8) (c) and 120.57. (1), F.S.

13
14 7.3.14 Arson

15
16 Any student who deliberately sets fire or attempts to set fire to school property
17 shall be suspended for a maximum of ten (10) days or until parents or guardians
18 can be contacted for a conference with school officials and arrangements made for
19 restitution. The penalties for arson may include expulsion from school. Incidents
20 of arson shall be reported to the appropriate fire department and police officials.

21
22 Auth: 230.22, F.S.

23 Imple: 741.24, 232.26, 120.53(1), 230.23(6)230.33(8)(c), and Chapter 806, F.S.

24
25 7.3.15 Assault and/or Battery *Adopted 6/27/95, Amended 07/01/02*

26
27 A. The principal shall have the authority to suspend or recommend for
28 expulsion any student for simple assault, assault and/or battery, aggravated
29 assault or aggravated battery against another student.

30
31 B. The principal shall have the authority to recommend for expulsion any
32 student for simple assault, assault and/or battery, aggravated assault or
33 aggravated battery against any School Board employee or School Board
34 member.

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36 The above shall include incidences which occur both on or off School
37 Board property when directed at employees of the School District of
38 Osceola County, Florida or their families.

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43 7.3.16 Destruction of Personal Property or Harassment of School Board Employees
44

1 The principal shall have the authority to suspend, or to recommend for expulsion,
2 any student for disturbing or bringing harm against a teacher, Board Member, or
3 any employee of the Board; or disturbing or inflicting damage upon a home or
4 personal property of any of them; or insulting any of the aforementioned persons
5 in a public place. *Amended 6/28/94*

6
7 Auth: 230.22, F.S. Imple: 232.26, F.S.
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9 **7.3.17 Bomb Threats**

10
11 The principal shall recommend to the Superintendent the expulsion of any student
12 conspiring or making a report concerning the placing or planting of any bomb,
13 dynamite or other explosive device.

14
15 Any student who is determined to have made a threat or false report, as defined by
16 ss. 790.162 and 790.163 (Bomb Threat, Explosive or Destructive Device and/or
17 Projectile) involving school or school personnel's property, school transportation
18 or school-sponsored activity will be expelled, with or without continuing
19 educational services from the student's regular school for a period of not less than
20 one full year and referred for criminal prosecution. *Adopted 6/19/01*

21
22 The School Board of Osceola County may assign a student to a disciplinary
23 program or second chance school for the purpose of continuing educational
24 services during the period of expulsion. *Adopted 6/19/01*

25
26 The Superintendent may consider the 1-year expulsion requirement on a case-by-
27 case basis and request the School Board to modify the requirement by assigning
28 the student to a disciplinary program or second chance school if it is determined to
29 be in the best interest of the student and the school system. *Adopted 6/19/01*

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31 **7.3.18 Continued Incurability**

32
33 In cases where students are suspended out of school in excess of fifteen (15) days
34 per year, the principal may forward a recommendation for expulsion to the
35 Superintendent. This recommendation must contain documentation of counseling
36 activities and strategies, evidence of requests for parent conferences, review of
37 records for evidence of possible handicaps, and other interventions intended to
38 improve the student's performance in school. *Amended 6/28/94*

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42 **7.3.19 Sexual Harassment/Hostile Environment** *Adopted 6/30/92*
43

1 Students must refrain from creating a hostile environment for their peers by
2 expressing verbal comments, sexual name calling, gesturing, spreading sexual
3 rumors or other behaviors which are intended to degrade their classmates.
4

5 7.3.20 Gang Related Apparel, Appearance or Activity *Adopted 6/27/95 & Amended*
6 *7/2/96*
7

8 Any student whose appearance or apparel suggests affiliation with gang
9 membership or activity may be suspended from school. Parents will be notified
10 that further offenses may result in the student's expulsion from school.
11

12 7.3.21 Native Language *Adopted 6/30/92*
13

14 Students have the right to and will not be disciplined for speaking responsibly in
15 their native language.
16

17 7.3.22 Beezers, Pagers, and Cellular Phones
18 *Adopted 7/2/96, Amended 6/15/99, 07/01/02*
19

20 A. No student shall, while on the grounds or in any building owned or
21 operated by the School Board of Osceola County, Florida, possess, carry
22 and/or transport on or about his person any personal communication
23 devices such as alarm devices, pagers/beepers, cellular phones, or other
24 one-way/two-way communication devices without proper authorization.
25 Authorized possession and/or use shall be defined as follows:
26

- 27 • The device may be built in or kept securely locked in the student's
28 personal vehicle.
- 29 • The device may be carried by a student in a concealed (non-visible)
30 manner and must be turned off at all times during regular school hours.
- 31 • The device may only be used by a student before or after regular
32 school hours.
- 33 • The principal may require the device to be registered with the school
34 prior to allowing students to use them in the manner described above.
35

36 B. Students in postsecondary programs may receive waivers to this rule as
37 prescribed by the administrator in charge of the program.
38

39 7.3.23 False Accusations of Misconduct *Adopted 6/17/97*
40

41 Students shall refrain from making intentional and willful false accusations of
42 misconduct directed toward their classmates. In the case of a false accusation, the
43 student lodging the complaint will receive the same punishment as would have
44 been received by the wrongly accused individual. The offense level may be
45 adjusted at the discretion of the principal considering misdirected staff time;

1 damage to the wrongly accused student and his/her family; and the age of the
2 student making the false accusation.

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4 7.3.24 Matrix of Infractions and Consequences *Adopted 07/01/02*

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6 Please see the following chart entitled, “Matrix of Infractions and Consequences.”

MATRIX OF INFRACTIONS AND CONSEQUENCES

INFRACTIONS	LEVELS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	CONSEQUENCES		
Aggravated Assault	L4																							M	M	1 Report to Parent		
Arson	L4																								M	O	2 Verbal Reprimand	
Assault and Battery	L4																								M	M	3 Written Educational Assignment or Special Assignment Related to the Offense	
Bomb Threat	L4																								M	M	4 Parent/Teacher/Student Conference	
Burglary/Breaking & Entering	L4												M												M	O	5 Behavior Contract	
Class Disruptions/Disturbances	L1	O	O	O	O	O			O		O			O	O		O		O	O	O	O					6 Correct Inappropriate Dress	
Defiance of Authority/Willful Disobedience	L2														O					O	O	O	O	O	O	O	7 Opportunity to Secure Supplies	
Dishonesty/Cheating	L1	O	O	O	O	O			O	M	O	O		O	O					O	O	O	O	O			8 Time Out Area	
Lying Misrepresentation	L3														O					O	O	O	O	O	O		9 Confiscation of Inappropriate Item	
Disruption on School Bus	L2	O	O	O	O	O									O					O	O	O	O	O			10 Strictly Supervised Study Area	
Disruptive Behavior/Horseplay	L2	O	O	O	O	O			O		O			O	O		O		O	O	O	O	O				11 Loss of Credit for Work (Dishonesty)	
Distribution of Alcohol, Drugs, or Other Controlled Substances	L4									M					O										M	M	12 Financial Restitution	
Distribution of Over the Counter or Prescription Medication	L4									M					O										M	O	13 Teacher Detention	
Dress Code Violation	L1	O	O	O	O	O	M								O	O				O	O	O	O	O			14 Counseling	
Excessive Absences or Tardies to School	L2	O	O	O	O	O					O				O	O				O	O	O	O				15 Revoke Parking Decal or Tow Away Vehicle	
Explosives	L4									M															M	M	16 Teacher Student Schedule Change	
Extortion	L3												M		O					O	O	O	O				17 Tobacco Cessation Class or Tobacco Citation Written	
Failure of Follow Directions	L1	O	O	O	O	O					O				O	O				O	O	O	O				18 Work Detail	
False Accusation of Misconduct Directed Toward Staff Member(s)	L4														O										M	M	19 Administrative Detention/Saturday Detention	
False Accusations against Classmate(s)	L3														O					O	O	O	O	O	O	O	20 In-School Suspension	
False Fire Alarm	L4														O										M	O	21 Corporal Punishment	
Failure to Serve Administratively Assigned Discipline	L3														O					O	O	O	O	O	O		22 Short-Term Out-of-School Suspension	
Failure to Serve Teacher Assigned Discipline	L2														O					O	O	O	O	O			23 Long-Term Out-of-School Suspension	
Fighting	L3																								M	O	O	24 Recommendation for Expulsion and Refer to Law Enforcement

MATRIX OF INFRACTIONS AND CONSEQUENCES

INFRACTIONS	LEVELS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	CONSEQUENCES	
Firearms	L4									M														M	M	1 Report to Parent	
Fireworks	L4									M															M	O	2 Verbal Reprimand
Forgery of Notes, Excuses, or Other School Documents	L2	O	O	O	O	O				M				O	O				O	O	O	O	O			3 Written Educational Assignment or Special Assignment Related to the Offense	
Fraudulent Summoning of Emergency Services	L4														O									M	M	4 Parent/Teacher/Student Conference	
Furnishing/Selling of Drugs or Counterfeit Drugs	L4									M														M	M	5 Behavior Contract	
Gambling	L3														O				O	O	O	O	O	O	O	6 Correct Inappropriate Dress	
Gang Related Activity/Apparel/Appearance	L3						M								O				O	O	O	O	O	O	O	7 Opportunity to Secure Supplies	
Hall Violations	L2	O	O	O	O	O			O		O			O	O				O	O	O	O	O			8 Time Out Area	
Harassment	L3	O	O	O	O	O								O					O	O	O	O	O	O		9 Confiscation of Inappropriate Item	
Illegal Organizations	L2	O	O	O	O	O				M					M				O	O	O	O	O			10 Strictly Supervised Study Area	
Inappropriate or Obscene Act	L3	O	O	O	O	O			O	M	O				M		O		O	O	O	O	O			11 Loss of Credit for Work (Dishonesty)	
Inappropriate Printed Material	L3	O	O	O	O	O				M				O	O				O	O	O	O	O			12 Financial Restitution	
Infractions of School or Classroom Rules	L1	O	O	O	O	O			O		O			O	O				O	O	O	O	O			13 Teacher Detention	
Insolent Attitude	L2	O	O	O	O	O			O		O			O	O		O		O	O	O	O	O			14 Counseling	
Insubordination	L3														O				O	O	O	O	O	O	O	15 Revoke Parking Decal or Tow Away Vehicle	
Lack of Supplies	L1	O	O	O	O	O			O	O		O		O	O				O	O	O	O				16 Teacher Student Schedule Change	
Lewd/Lascivious Sexual Conduct	L4														O									M	O	17 Tobacco Cessation Class or Tobacco Citation Written	
Malicious Destruction of School or Personal Property of Staff	L4												M		O									M	O	18 Work Detail	
Off-Campus Felony Conviction	L4														O									O	O	19 Administrative Detention/Saturday Detention	
Parking Violation	L1	O	O	O	O	O									O	O				O	O					20 In-School Suspension	
Possession of Dangerous or Disruptive Items	L3									M					O				O	O	O	O	O	O	O	21 Corporal Punishment	
Possession/Use of Dangerous Chemical Irritants	L4									M					O									M	O	22 Short-Term Out-of-School Suspension	
Possession of Handcuffs	L4									M					O									M	O	23 Long-Term Out-of-School Suspension	
Possession of Stolen Property	L3									M			M		O				O	O	O	O	O	O	O	24 Recommendation for Expulsion and Refer to Law Enforcement	

MATRIX OF INFRACTIONS AND CONSEQUENCES

INFRACTIONS	LEVELS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	CONSEQUENCES
Possession or Use of Tobacco, Lighters or Matches	L3									M					O			O	O	O	O	O	O	O	O	1 Report to Parent
Possession/Use/Transfer of Deadly Weapon	L4									M														M	M	2 Verbal Reprimand
Possession/Use/Under Influence of Alcohol, Drugs, or Other Controlled Substances	L4									M					O									M	O	3 Written Educational Assignment or Special Assignment Related to the Offense
Profanity/Abusive Language Student to Student	L1	O	O	O	O	O								O	O					O	O	O	O	O		4 Parent/Teacher/Student Conference
Profanity/Abusive Language to Teacher, Staff, Volunteer	L3														O					O	O	O	O	O	O	5 Behavior Contract
Public Display of Affection	L1	O	O	O	O	O								O	O					O	O	O	O	O		6 Correct Inappropriate Dress
Racial Harassment	L3														M					O	O	O	O	O	O	7 Opportunity to Secure Supplies
Riot/Rioting	L4														O									M	O	8 Time Out Area
Robbery	L4														O									M	O	9 Confiscation of Inappropriate Item
Sex Related Offenses Including Inappropriate Video Materials	L3														O					O	O	O	O	O	O	10 Strictly Supervised Study Area
Sexual Harassment	L3														M					O	O	O	O	O	O	11 Loss of Credit for Work (Dishonesty)
Sexual Battery	L4																							M	M	12 Financial Restitution
Simple Assault Minor Battery (Student to Student Only)	L2	O	O	O	O	O			O	O				O	O					O	O	O	O	O		13 Teacher Detention
Skipping Class	L1	O	O	O	O	O			O	O				O	O					O	O	O	O			14 Counseling
Skipping School	L1	O	O	O	O	O			O	O				O	O					O	O	O	O			15 Revoke Parking Decal or Tow Away Vehicle
Stealing	L3													M	O					O	O	O	O	O	O	16 Teacher Student Schedule Change
Threat or Intimidation Student to Student	L3	O	O	O	O	O			O	O					M		O			O	O	O	O	O	O	17 Tobacco Cessation Class or Tobacco Citation Written
Threat or Intimidation Student to Staff, Teacher, Volunteer	L4														O		O							M	O	18 Work Detail
Throwing Objects Non-Injury to Persons or Property	L1	O	O	O	O	O			O	M	O			O	O					O	O	O	O	O		19 Administrative Detention/Saturday Detention
Trespassing	L1	O	O	O	O	O									O					O	O	O	O	O		20 In-School Suspension
Unauthorized Area	L1	O	O	O	O	O			O	O				O	O					O	O	O	O	O		21 Corporal Punishment
Unauthorized Assembly	L1														O					O	O	O	O	O		22 Short-Term Out-of-School Suspension
Unauthorized Buying or Selling of Merchandise	L1	O	O	O	O	O				M					O					O	O	O	O	O		23 Long-Term Out-of-School Suspension
Unauthorized Possession/Use of Prescription or Over-the-Counter Medication	L2									M					O					O	O	O	O	O		24 Recommendation for Expulsion and Refer to Law Enforcement

MATRIX OF INFRACTIONS AND CONSEQUENCES

INFRACTIONS	LEVELS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	CONSEQUENCES
Unauthorized Personal Communication Device (Alarm, Pager, Cell Phone, Radio)	L2									M					O					O	O	O	O	O	O	1 Report to Parent
Unsafe Act	L3	O	O	O	O	O			O		O			O	O		O		O	O	O	O	O	O	O	2 Verbal Reprimand
Minor Vandalism	L3												M		O					O	O	O	O	O	O	3 Written Educational Assignment or Special Assignment Related to the Offense
Vandalism	L4												M		O									M	O	4 Parent/Teacher/Student Conference
Violation of Data Network Acceptable Use Policy	L3														O					O	O	O	O	O	O	5 Behavior Contract
Weapons Violation	L4									M														M	M	6 Correct Inappropriate Dress
																										7 Opportunity to Secure Supplies
																										8 Time Out Area
																										9 Confiscation of Inappropriate Item
																										10 Strictly Supervised Study Area
																										11 Loss of Credit for Work (Dishonesty)
																										12 Financial Restitution
																										13 Teacher Detention
																										14 Counseling
																										15 Revoke Parking Decal or Tow Away Vehicle
																										16 Teacher Student Schedule Change
																										17 Tobacco Cessation Class or Tobacco Citation Written
																										18 Work Detail
																										19 Administrative Detention/Saturday Detention
																										20 In-School Suspension
																										21 Corporal Punishment
																										22 Short-Term Out-of-School Suspension
																										23 Long-Term Out-of-School Suspension
																										24 Recommendation for Expulsion and Refer to Law Enforcement

1 7.3.25 Legal

2
3 None of the foregoing shall be construed in such a manner as to violate any
4 federal, state or community law. Breaches of such law may be reported to
5 appropriate non-school authorities for separate prosecution.

6
7 Auth: 230.22, F.S.

8 Imple: 230.23(12), F.S.

9
10 7.4 CORPORAL PUNISHMENT

11
12 Corporal punishment shall be defined as the moderate use of physical force or
13 physical contact by the principal or designee as may be necessary to maintain
14 discipline or to enforce school rules. Corporal punishment shall be limited to the
15 use of the open hand, ruler or paddle as approved by the principal. It shall be
16 directed only to the student's buttocks or back of the thigh. The student shall
17 receive no more than three (3) licks for any one offense. Students shall not receive
18 corporal punishment more than once in a forty-eight (48) hour period. If a
19 discipline problem warrants corporal punishment immediately following the forty-
20 eight (48) hour period, an attempt to contact the parent/guardian should be made
21 prior to it being administered. *Amended 6/29/93*

22
23 Any student shall be exempt from corporal punishment upon request in writing
24 from the parents or guardians to the principal, prior to the time a problem arises.
25 The request shall be renewed yearly. If a parent requests exemption from corporal
26 punishment, the parent shall also agree to the child's suspension or expulsion from
27 school until the problem is solved. Parents who request exemption from corporal
28 punishment may change this decision after a conference with the principal, by a
29 statement in writing.

30
31 Any student exempted from corporal punishment due to parental request, and
32 suspended, may also be subject to expulsion.

33
34 A. The use of corporal punishment shall be approved in principle by the
35 principal before it is used and shall be in accordance with Florida Statutes.
36 *Amended 6/29/93*

37
38 B. The principal or designee may administer corporal punishment only in the
39 presence of another adult who is informed beforehand, and in the student's
40 presence, of the reason for the punishment. Corporal punishment shall be
41 limited to the use of the open hand, ruler, or paddle as approved by the
42 principal directed only to the student's buttocks or back of the thigh.
43 *Amended 6/29/93*

1 C. The principal or designee who has administered punishment shall make a
2 record of such punishment so that the student's parent or guardian can be
3 provided with a written explanation of the reason for the punishment and
4 the name of the other adult who was present. This record shall be filed in
5 the principal's office at the end of each school day. The Superintendent
6 shall prescribe the appropriate forms for keeping these records.
7 *Amended 6/29/93*
8

9 Nothing herein shall be construed in such a manner as to authorize the violation of
10 Federal or State law, or State Board of Education regulations.
11

12 7.5 SUSPENSION AND EXPULSION

13 7.5.1 Suspension

14 It is the policy of this Board that maintaining good discipline in all schools is
15 essential to the proper and orderly preservation of the educational and
16 extracurricular programs to all students. It is recognized that suspension is both a
17 form of punishment for misconduct and a method to ensure the orderly conduct of
18 the school programs for all students. Suspensions shall be made with due regard
19 for all these factors.
20
21

22 A. Length and Reasons

23 A principal may suspend a pupil from school for a period not to exceed ten
24 (10) days, for willful disobedience, open defiance of authority of a
25 member of the staff, use of profane or obscene language, other serious
26 misconduct, or repeated misconduct of a less serious nature; any act or
27 conduct which disrupts or tends to disrupt the orderly conduct of the
28 school, or any other conduct for which suspension or expulsion is either
29 required or permitted by the Code of Student Conduct, any other Rule of
30 the Board, Rule of the State Board of Education or Statute.
31
32

33 B. Exceptional Education Student

34 Except for the gifted, no exceptional education student may be suspended
35 for more than nine (9) days for one offense or ten (10) cumulative days
36 throughout the school year. If an exceptional student is suspended, prior
37 to the end of nine (9) days of suspension or prior to ten (10) days of
38 cumulative suspension throughout the year, an IEP meeting shall be held
39 to review the student's program and placement. In extraordinary and/or
40 extenuating circumstances and on a case-by-case basis, an exceptional
41 education student may suspended additional days only after consultation
42 with the Director of Exceptional Student Education. *Amended 7/23/91,*
43 *07/01/02*
44
45

1
2 A profoundly handicapped, trainable mentally handicapped, or autistic
3 child shall not be suspended until an IEP review has been held to review
4 the behavior which has caused the school to recommend such suspension.
5 Such review should include at a minimum the principal or designee,
6 exceptional student education administrator or designee, Resource
7 Compliance Specialist, a district Behavioral Analyst, the child's teacher,
8 and the child's parent. *Adopted 6/30/92*
9

10 C. Unexcused Absences or Truancy *Amended 6/19/01*

11
12 In accordance with 232.26 Florida Statutes, no student shall be suspended
13 for unexcused tardiness, lateness, absence, or truancy.
14

15 D. Semester and Grade Period Tests *Revised 6/19/01*

16
17 Semester and grade period tests missed during any period of suspension
18 may be made up.
19

20 Principals shall contract with a suspended student to make up work
21 assigned during a period of suspension.
22

- 23 (1) Teachers will provide a suspended student with a list of homework
24 assignments during the time of suspension.
25
26 (2) The student shall be responsible for completing the assignments in
27 order to "keep up" with peers and to better prepare for any up-
28 coming major test or examination.
29
30 (3) Homework should be checked and feedback provided to the
31 student.
32
33 (4) The decision to grant credit for the work will be at the discretion of
34 the principal of the school.
35
36 (5) The out-of-school suspension shall be considered an unexcused
37 absence for attendance purposes.
38

39 E. Procedure

- 40
41 (1) Prior to suspension, a good faith effort shall be made by the
42 principal or his designated representative to employ parental
43 assistance or other alternative measures to suspension, except in
44 the case of emergency or disruptive conditions which require
45 immediate suspension or in the case of a serious breach of conduct.

1 A serious breach of conduct is hereby defined as any Level IV
2 offense as set forth in the Code of Student Conduct, and any other
3 act or conduct for which suspension or expulsion is required by any
4 other Rule of this Board, Rule of the State Board of Education, or
5 Statute.
6

7 (2) Prior to suspending a pupil for any length of time, the principal
8 shall give to the pupil an oral or written charge against him and, if
9 the pupil denies the charge, an explanation of the evidence
10 supporting the charge and an opportunity for the pupil to present
11 his side of the story. There shall not necessarily be any period of
12 delay between the time notice is given to the pupil and the informal
13 investigation required by this paragraph, nor shall the pupil
14 necessarily be given the opportunity to secure legal counsel,
15 confront or cross-examine witnesses to verify his version of the
16 incident. However, the principal may exercise his discretion in the
17 interest of fairness and justice by summoning the accuser,
18 permitting informal cross-examination and allowing the pupil to
19 present his own witnesses in cases where there are serious disputes
20 of material facts and arguments about cause and effect. The
21 student shall be given an opportunity to respond to the charges and
22 the evidence, explain his actions, and bring to the attention of the
23 principal any additional information. The principal shall
24 specifically inform the student of these rights. *Amended*
25 *6/29/93*
26

27 (3) Following an informal investigation, the principal, at the request of
28 the student's parents, may convene an informal hearing and offer
29 the student an opportunity to question and cross-examine
30 witnesses, and present testimony and further evidence.
31 *Amended 6/29/93*
32

33 (4) A principal is not required to hold an informal hearing prior to
34 suspending a student for ten (10) days or less if the student's
35 presence poses a continuing danger to persons or property, or if the
36 student represents an ongoing threat of disrupting the educational
37 process. In such cases, the notice and informal hearing shall be
38 provided as soon thereafter as is practicable. *Amended 6/29/93*
39

40 F. Felony Charges
41

42 Suspension proceedings may be initiated, in accordance with Florida
43 Statutes, against any student who is formally charged with a felony by a
44 proper prosecuting attorney for an incident which allegedly occurred on
45 property other than public school property, if that incident is shown, in an

1 administrative hearing with notice provided to the parent or legal guardian
2 or custodian of such pupil by the principal of the school to have an adverse
3 impact on the educational program, discipline or welfare in the school in
4 which the pupil is enrolled. The student may face alternative placement or
5 suspension until the determination of guilt or innocence, or dismissal of
6 the charge is made by a court of competent jurisdiction. The hearing
7 officer shall make a decision regarding suspension or non-suspension
8 during the time prior to the official sentencing of the student. If the
9 student is found guilty of a felony, measures may be taken in accordance
10 with Florida Statutes. *Amended 6/29/93, 6/28/94, & 6/27/95*

11
12 G. Controlled Substances

13
14 (1) Any pupil who is subject to discipline or expulsion for unlawful
15 possession or use of any substance controlled under Chapter 893,
16 F.S. may be entitled to a waiver of the discipline or expulsion if he
17 divulges information leading to the arrest and conviction of the
18 person who supplied such controlled substance to him.
19 *Amended 6/29/93*

20
21 (2) Any pupil subject to discipline or expulsion for unlawful
22 possession or use of any substance controlled under Chapter 893,
23 F.S., may receive a waiver of the discipline or expulsion if the
24 pupil commits himself, or is referred by the court in lieu of
25 sentence, to a state-licensed drug abuse program and successfully
26 completes the program.

27
28 (3) When a student is formally charged with a felony by a proper
29 prosecuting attorney for the unlawful possession, sale, or use of
30 any substance controlled under Chapter 893, F.S. the principal
31 shall, in accordance with Section 232.26 (2) F.S., conduct an
32 administrative hearing for the purpose of determining his or her
33 guilt. Proper procedures shall be followed by the principal in
34 instituting and conducting the administrative hearing; however, the
35 School Board may, upon written approval of the Commissioner,
36 utilize its own hearing policy in lieu of this rule.

37
38 H. If a suspension is assigned, the principal shall immediately notify the
39 Superintendent and the suspended student's parents or guardians in writing
40 within 24 hours of the action taken and the reasons for the suspension.
41 The written notification shall be sent via the United States Postal Service.

42
43 In addition, the Principal or his/her designee shall make a good faith effort
44 to notify the parent or guardian by telephone prior to initiating the
45 suspension.

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Auth: 230.22, F.S.
Imple: 120.53(1), 230.23(6), 230.33(8)(c), and 232.26, F.S.

7.5.2 Expulsion

A. Expulsion From School *Amended 6/29/93 & 6/17/97*

Expulsion from school shall be authorized only by the School Board. If a principal requests expulsion of a student from school, a written request shall be sent to the Superintendent. The principal may recommend to the Superintendent that a student's suspension be extended by the Superintendent until the next administrative hearing regarding expulsion recommendations. The Superintendent in turn shall notify the parents or guardians in writing of the charge against the pupil, including the rule violated and pupil's alleged conduct. The parents or guardians, and the student shall be informed of their right to request a hearing before the School Board regarding the expulsion recommendation. They shall also be informed of their right to obtain legal counsel at no cost to the School Board, to call and examine or cross-examine witnesses, to introduce evidence and to submit rebuttal evidence. If no hearing is requested, the expulsion recommendation shall be placed on the consent agenda of the next possible meeting of the School Board. If the parents or guardians or student request a hearing, notice shall be given of such meeting according to Florida Statutes. Any hearing that is conducted at parent or guardian or student request must be a closed hearing, as provided in the Administrative Procedures Act, 120.57(2), Florida Statutes, unless an open hearing is requested by the parents, guardians or student. At the hearing the pupil may be represented by his parents or guardians or by counsel, and all parties may introduce and examine evidence, call and examine or cross-examine witnesses, and submit rebuttal evidence. The rules of evidence observed by courts shall not be applicable. Any party may, at his own expense, have the right to record and have transcribed the proceedings of the entire hearing. The decision of the Board shall be based solely upon evidence presented at the hearing, and a copy of the findings of fact and the decision of the Board shall be furnished to the pupil in writing.

School staff will have the authority to confiscate forbidden items which would be used as evidence in an expulsion recommendation and later returned to the parent/guardian.

Controlled substances will be handled in accordance with Florida Statutes and other applicable laws and regulations.

1 The School Board of Osceola County, may assign a student to a
2 disciplinary program or second chance school for the purpose of
3 continuing educational services during the period of expulsion.

4 *Adopted 6/19/01*

5
6 The Superintendent may consider any mandatory 1-year expulsion
7 requirement on a case-by-case basis and request the School Board to
8 modify the requirement by assigning the student to a disciplinary program
9 or second chance school if it is determined to be in the best interest of the
10 student and the school system. *Adopted 6/19/01*

11 B. Exceptional Education Student *Adopted 7/23/91*

12
13 In accordance with State Board Rules, when an exceptional (nongifted)
14 student's behavior could warrant expulsion consistent with the District's
15 policies, the following provisions shall apply:

16
17
18 (1) A staffing committee shall meet to determine whether the
19 misconduct is a manifestation of the handicap and to determine the
20 appropriateness of the student's current education placement. The
21 membership of the staffing committee shall be in accordance with
22 State Board Rules. *Amended 6/29/93*

23
24 (2) If the misconduct is a manifestation of the student's handicap, and
25 then the student may not be expelled; however, a review of the
26 individual educational plan shall be conducted and other
27 alternatives considered.

28
29 (3) If the misconduct is not a manifestation of the student's handicap,
30 then the student may be expelled; however, any change in
31 placement shall not result in a complete cessation of special
32 education and related services.

33
34 (4) A suspension of an exceptional education student shall not be
35 extended beyond nine (9) days. If the district believes that an
36 exceptional education student should be kept out of his or her
37 educational program for greater than nine (9) days to ensure the
38 safety of that student and others, the district shall seek an
39 injunction from the district or federal court to that effect.
40 *Adopted 6/29/93 Amended 6/28/94*

41
42 Any recommendation for the expulsion of a handicapped student shall be
43 made in accordance with the rules promulgated by the State Board of
44 Education and Federal Regulations outlined in the Individuals with
45 Disabilities Education Act (IDEA). *Amended 6/19/01*

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C. Withdrawal From School *Amended 12/15/92*

- (1) If a student withdraws from school before the expulsion recommendation is heard by the Board, the recommendation may be held in abeyance until the end of the recommended period of expulsion. If the student re-enters any Osceola County Public school during the recommended period of expulsion, the recommendation for expulsion may be presented to the Board at the first meeting date that falls ten (10) days after the date of enrollment.
- (2) Upon the recommendation of the Superintendent, the expulsion hearing for a student accused of a serious breach of the Code of Student Conduct, including but not limited to violence against staff members and other students, sale of drugs on campus, or weapons violations may be referred to the School Board for action regardless of the student's enrollment status.

D. Withdrawal in Lieu of Expulsion

If district personnel offer withdrawal from school as an alternative to expulsion, they shall inform parents, guardians and/or students of the right to a hearing to review and challenge the recommendation for expulsion and of the corresponding rights, which accompany the right to the hearing. At that time, parents shall also be provided with information regarding their obligation to home instruct their child if he or she is withdrawn from school and the student is of mandatory school age. *Adopted 6/29/93*

E. Returning to School

A student returning to school after an expulsion or recommendation for expulsion shall be placed on a Behavior Contract for a period of time (not to exceed one school year) as designated by the principal of the school in which said student enrolls. *Amended 6/30/92*

F. Any student who has committed an expellable offense, who has been charged or convicted of a felony off school property, who has been administratively assigned when transitioning from a Level II, IV, VI, or VIII program through the Department of Juvenile Justice, or who has been administratively assigned to an alternative educational setting in lieu of expulsion, will not be allowed on any other Osceola County School District property, nor be allowed to participate in the extracurricular activities of any other school for the duration of the student's enrollment in the alternative program. *Adopted 6/15/99, Amended 07/01/02*

1
2 In addition, the Crossroads Educational Center Code of Student Conduct
3 shall represent the behavioral expectations and standard of conduct for
4 those students who have been administratively assigned to any alternative
5 educational setting. Any student who violates the Crossroads Educational
6 Center Code of Student Conduct may receive disciplinary consequences
7 up to and including out-of-school suspension or a recommendation for
8 expulsion. *Adopted 07/01/02*
9

- 10 G. The assignment/placement in an alternative program in lieu of expulsion
11 precludes enrollment at any other School District of Osceola County
12 school, including any affiliated charter school, and the assignment in the
13 alternative program is a mandatory attendance assignment. The student
14 must attend the assigned alternative program unless the student shall first
15 request a hearing before the School Board and present good cause for
16 permission to withdraw from the School District of Osceola County,
17 which permission to withdraw may be granted or denied in the sole
18 discretion of the School Board. If the student fails to attend the alternative
19 program to which he or she has been assigned in lieu of expulsion then,
20 upon notification from the alternative program to the Superintendent, the
21 Superintendent shall bring the matter back before the School Board for
22 reconsideration of expulsion, because the expulsion procedures shall only
23 be deemed to be held in abeyance pending the required attendance by the
24 student at the alternative program and successful completion of the
25 program by the student for the prescribed period of the assignment.
26

27 Notwithstanding the general requirement that permission must be obtained
28 from the School Board for the student to withdraw from the assigned
29 alternative educational program, the Superintendent of Schools or
30 designee, upon written application of the student, parent or legal guardian
31 may, on the basis of the following documented circumstances or
32 hardships, grant permission for the student to withdraw from the assigned
33 alternative program.
34

- 35 a. Medical hardship as documented by a signed statement from a
36 licensed physician that describes in detail the nature of the medical
37 or psychiatric condition that requires the withdrawal.
38
39 b. The parents or guardian provide documentation that a home is
40 being built, purchased or leased outside the school district and the
41 family must relocate, including the student, outside of the School
42 District of Osceola County. Documentation should be the lease,
43 contract or deed (as applicable), but the Superintendent may accept
44 an affidavit that sets out the facts supporting this basis for a
45 withdrawal.

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c. Withdrawal will be permitted for the student to attend a level program or facility of incarceration as ordered by the Florida Department of Juvenile Justice or court ordered.

The parent or legal guardian of a student who is not approved by the Superintendent of Schools, or designee, for withdrawal from the assigned alternative educational program for reasons of hardship as provided above, may appeal the decision of the Superintendent to the School Board. Pending the appeal hearing and decision of the School Board, the Superintendent's denial of an application for withdrawal shall be valid and binding, and any withdrawal will be processed for expulsion.

In all instances in which a withdrawal is permitted in lieu of expulsion, the Superintendent shall place in the student's record a statement that the School Board assigned the student to an alternative educational placement in lieu of expulsion.

Adopted 6/15/99, Amended 08/20/02

Auth: 230.22, F. S.
Imple: 230.23(6)(c), 232.26, 230.33(8)(c), and 120.57(1), F.S.

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Chapter 8

School Food Service

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1 **8.0 SCHOOL FOOD SERVICE**

2
3 **8.1 RESPONSIBILITIES OF THE BOARD**

4
5 In providing a healthy and nutritious School Food Service for the students and
6 staff of Osceola County Schools, it shall be the responsibility of the Board to:

- 7
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
14 and Cosmetic Act, the Meat Inspection Act, and any regulations of the
15 State of 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
19 for the centralized system.
20
21 E. Submit to the State Department of Education all required reports,
22 requested information, agreements, and applications for federal
23 reimbursement and 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
29 Program by providing sufficient funds.
30
31 H. Prohibit the operation of any public lunch program under a fee,
32 concession, or contract agreement with a food service management
33 company, or under a 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
46 the obligations assumed by the School Board of Osceola County, Florida and the
47 Superintendent. These responsibilities and duties shall include:

- A. Organization, promotion and program development.
- B. Food supply, preparation and service.
- C. Personnel direction.
- D. Use of plant space, facilities and equipment.
- E. Educational opportunities.

Auth: 230.22, F.S.
Imple: 230.33(6)(j) and 228.195(3), F.S.; and SBE Regulations 6A-7.42(2)(e),
6A-7.45, and 6A-7.46

8.3 PRINCIPALS

The principal shall cooperate with the Director of School Food Services in administering and operating an adequate School Food Service Program in compliance with federal and state laws, State Board Regulations, and the School Board of Osceola County Rules.

The principal shall be responsible for the assessment of the School Food Service Manager. *Adopted 6/28/94*

Auth: 230.22, F.S. Imple: 228.195(3), F.S. and SBE Regulation 6A-7.42(3).

8.4 SCHOOL FOOD SERVICE MANAGER

The School Food Service Manager shall be under the administrative supervision of the principal and with the technical support of the Director of School Food Services. The Manager shall be responsible for the efficient and satisfactory operation of the department, following procedures and regulations of the District Food Service Program. Specific duties of the Manager shall be listed in the School Food Service Handbook. *Amended 6/30/92*

Auth: 230.22, F.S.
Imple: 228.195(3), F.S., and SBE Regulation 6A-7.40, 6A-7.41, 6A-7.42(2), and
6A-7.46(3)

8.5 SCHOOL FOOD SERVICE PERSONNEL

All other School Food Service Personnel are directly responsible to the Manager for the performance of their assigned duties. Major responsibilities shall be listed in the School Food Service Handbook.

Auth: 230.22, F.S. Imple: 228.195(3), F.S.

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8.6 PERSONNEL PRACTICES

8.6.1 Applications and Appointments

Persons desiring employment with School Food Service shall file applications with the District Personnel Office. All new employees shall be appointed on a trial basis for a ninety (90) calendar day period.

The Director of School Food Services shall present a list of qualified applicants for any vacant managerial position to the principal for his consideration, and in turn the principal in conjunction with the Director of Food Service shall submit the choice to the Superintendent and the School Board.

8.6.2 Drug Testing

All new employees will be required to take a drug screening test effective October 1, 1989.

Prior to being recommended for employment by the Superintendent, each applicant shall be required to submit a urine sample for a screening test. If the screening shows the presence of an illegal drug, the sample shall be then tested by the GCMS method.

No prospective employee will be hired if the results of the drug screening test indicate the presence of an illegal drug, regardless of the frequency or occasion. Provided, however, the prospective employee may request a waiver if he/she can show a valid prescription for the drug, issued by a licensed medical practitioner or can provide evidence that the drug was purchased pursuant to the provisions of Section 893.08, Florida Statutes. The Superintendent or his designee shall verify the validity of the prescription or compliance with the provisions of Section 893.08, and consider the request in light of the extent, duration and frequency of use of the drug; the underlying cause for use of the drug; and any other considerations relevant to the performance of the requirements of the position applied for. The Superintendent's decision on any request for waiver shall be final.

The term 'illegal drug' as used in this rule shall mean, any drug listed or defined as a 'controlled substance' by Chapter 893, Florida Statutes.

Applicants whose results are positive on the drug screening test may not reapply for employment until one (1) year after the date the sample was given.

Please note the following related to who is to be tested and confidentiality of testing:

- 1 A. Employees returning from a Board approved leave of absence or sabbatical
2 will not be tested.
3
4 B. Prospective employees will not begin work until the results are returned.
5 (Substitute employees will be available in emergency situations.)
6
7 C. The successful applicant from all employee groups (Administration,
8 Instructional, and Non-Instructional) will be tested as well as Adult
9 Education teachers and substitutes. Other personnel who have contact
10 with students as determined by the Personnel Department will be tested.
11
12 D. Test results are confidential medical records.
13
14 E. We have no plans to recommend random drug testing of current
15 employees.
16

17 Auth: 230.22, F.S. Imple: 228.195, 230.23(5) and 230.33(7), F.S.
18

19 8.6.3 Qualifications for Employment
20

21 All individuals applying for a food service position shall, at the time of their
22 appointment, meet the qualifications required in the established job description for
23 that position.
24

25 8.6.4 Procedures for School Food Service Employees *Amended 6/28/94*
26

27 School Food Service employees shall be employed for the number of days
28 established by the District salary schedule. At the discretion of the Director of
29 School Food Service some staff will be assigned additional time to open and close
30 the department. *Amended 6/30/92*
31

32 School Food Service Managers shall be employed for the hours established by the
33 salary schedule. The particular number of hours worked by employees shall be
34 established by the Manager based on the current staffing formula.
35

36 Auth: 230.22, F.S.

37 Imple: 228.195, 230.23 (5) and 230.33(7), F.S; and SBE Regulation 6A-7.46(3)
38

39 8.6.5 Personal Health and Hygiene Requirements
40

41 All personnel shall comply with the provisions of the Florida Sanitary Code and
42 the guidelines of the School Food Service Handbook. All new employees of the
43 School Board within the ninety (90) day probationary period and all food service
44 employees returning from extended leave of one (1) year shall have a tuberculin
45 skin test or at their own expense a chest x-ray.
46

47 Auth: 230.22, F.S. Imple: 228.195(3) and 230.23 (5), F.S.

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8.6.6 Work Habits and Work Schedules

Employees shall maintain good working habits and follow work schedules as established by the manager and described in the School Food Service Handbook.

Auth: 230.22, F.S.
Imple: 228.195 (3) and 230.23 (5), F.S.

8.6.7 Student Assistants *Amended 6/29/93 & 6/28/94*

Students may work in kitchen areas with the consent of the parent(s), teacher(s), principal, and manager. Students under the age of fifteen shall not be around, nor operate, power equipment, dishwashers, slicers, stoves or work in the cooler/freezer areas. In addition, elementary students may not work on hot food serving lines.

Students engaged in Culinary Arts Training may, as a part of their instructional program, be assigned to different areas of the Food Service Program for on site training.

Students shall not be required to work as a condition to receive free or reduced meals. All personal health and hygiene standards required of adult workers shall be observed by student helpers. As compensation for their services, students employed may be given a lunch. All regulations of child labor laws shall be strictly followed regardless of the student's grade level.

Prior to any students being assigned to work in the kitchen area of a school, the school food service manager, the principal and the Director of Food Service, shall determine the procedures to be used.

8.7 OPERATING RULES

8.7.1 Equipment *Amended 6/29/93*

The Board shall furnish and equip new departments, provide additional equipment for expansion, and pay all utility costs.

Expendable and nonexpendable equipment at each school shall be replaced during the school year by the School Food Service Department at each school from regular operating funds when available and shall follow specifications developed by the Director of the School Food Service.

At the end of each school year, inventories of expendable and nonexpendable equipment shall be completed. No School Food Service equipment shall be taken from the premises, except that for school-related use or by non-profit organizations. The group must first contact the manager for permission. The

1 manager will initiate the proper form listing the equipment to be used and obtain
2 the principal's signature and approval. If borrowed equipment is damaged or not
3 returned, it shall be repaired or replaced by the borrower.
4

5 Auth: 230.22, F.S.

6 Imple: 228.195(3) and SBE Regulation 6A-7.42(2)
7

8 8.7.2 Commodities 9

10 Commodities shall not be sold, traded, taken home or otherwise utilized except in
11 plate-lunch programs. They shall not be used for PTA refreshments, special
12 meals, school benefits dinners, or similar affairs. Accurate records shall be
13 maintained on commodities in school storerooms.
14

15 Some commodities may be used by home economics teachers for laboratory
16 instruction. The home economics teacher shall requisition commodities from the
17 School Food Service Manager at least ten (10) days in advance. A copy of the
18 requisition should be sent to the Director of School Food Service. (Refer to the
19 current Florida School Food Service Program Requirements for the latest
20 requirements of the USDA Commodity Program.)
21

22 Auth: 230.22, F.S.

23 Imple: 228.195, F.S., and SBE Regulations 6A-7.41 and 6A-7.42(2)
24

25 8.7.3 Meal Prices *Amended 07/01/02* 26

27 A. Sale Prices *Amended 6/29/93, 6/28/94, & 07/01/02* 28

29 Sale prices for the School Food Service Program shall be established by
30 the Board, subject to change due to food price fluctuations and
31 commodities available. The Food Service Departments in the District shall
32 participate in the National School Lunch Program and serve reimbursable
33 meals priced as a unit. In addition, schools may have a la carte offerings
34 with per-unit pricing.
35

36 B. Economically Needy Children *Amended 6/29/93* 37

38 Children who meet the criteria for support under the guidelines of Federal
39 Regulations Title VII, Part 245. shall be supplied a lunch without cost or at
40 a reduced price.
41

42 A file of all economically needy lunch applications shall be maintained in
43 the Director of Food Service's office. All applications shall be kept on file
44 for three (3) years and until the appropriate audit is performed, then
45 authorization for disposal may be requested.
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C. Student Status *Adopted 7/01/02*

No one shall knowingly allow a child to use another child's student ID number for the purposes of obtaining meals, or allow a child to obtain meals at a status other than the one assigned by the food service department, based upon the current income eligibility scale. The failure to comply with this subsection is a violation of federal law, and may result in disciplinary action, up to and including termination.

D. Removal of Food, USDA Commodities, Leftovers, or Supplies from the Kitchen *Amended 6/29/93, Substitution 6/27/00*

Anyone removing food, USDA commodities, supplies, leftovers, or food items removed from student trays for personal or non-school district use shall be subject to discipline up to and including termination and/or prosecution. Reusable leftovers, including both purchased foods and commodities, shall be stored for future use. Leftover perishable food shall be served as "seconds" to children, scrapped or, with prior Board approval, donated to a bona fide charitable or nonprofit organization, which provides food for the needy. Careful planning shall be practiced at all times to minimize overproduction.

E. Sale of Additional Foods *Amended 6/29/93*

Sale of any food or beverage items in elementary schools other than by the food service program is prohibited. In elementary and middle schools when the Food Service Department sells additional foods and drinks, these must meet the nutritional needs of the pupils.

The sale of food and beverage items in competition with the district food service program may be permitted in middle and high schools only, with the approval of the school board, one hour following the close of the last lunch period provided they comply with existing federal and state regulations.

Sale of foods after the student day is permitted at all levels with permission of the principal.

Sale of food items in all schools shall be in compliance with applicable accreditation standards.

F. Adult Meals *Amended 07/01/02*

No adult meals shall be given free, except for School Food Service personnel. Adults in a school on official business at lunchtime may, upon payment of the established price, eat in the School Food Service Department. Relatives of School Food Service personnel shall not be

1 regular customers in the cafeteria. Every guest or his host shall pay for
2 meals eaten in the lunchroom. Parents may make occasional visits to the
3 School Food Service Program This privilege may be exercised by having
4 parents visit on special days, or as individuals, to become acquainted with
5 the program. The principal shall see that this privilege is not abused, as
6 the School Food Service Program is not in competition with commercial
7 establishments. Adults may buy a la carte items at the current adopted
8 prices.

9
10 Auth: 230.22, F.S.

11 Imple: 228.195(3), 230.23(14); and SBE Regulations 6A-7.040, 6A-7.041,
12 and 6A-7.042

13 14 8.7.4 Field Trips and Special Events

15
16 It will be the responsibility of the principal to see that the manager is informed at
17 least two (2) weeks prior to any field trip or event where the students will not be
18 eating a school lunch.

19
20 Any teacher requesting packed lunches must do so a minimum of two (2) weeks
21 prior to the date needed. A count of the actual number to be packed must be given
22 to the manager the day before they are needed. The requester will be responsible
23 for providing payment for the packed lunches the day before the event

24
25 Economically needy children will be provided a packed lunch without cost or at a
26 reduced price. *Adopted 6/29/93*

27 28 8.7.5 Operating Procedures

29 30 A. Discipline

31
32 Discipline in the dining room or cafeteria shall be the responsibility of the
33 adult in charge, and the principal. School Food Service employees shall
34 not be responsible for discipline.

35 36 B. Keys

37
38 Delivery personnel and maintenance staff may be temporarily issued a key
39 only when authorized by the principal. Only the manager and food service
40 director shall have keys to the food storage areas; except where the
41 principal is required to have access to a electrical breaker box for safety
42 reasons. *Amended 6/30/92*

43 44 C. Unauthorized Personnel in the Food Preparation Area *Amended 6/29/93*

45
46 The principal shall prevent the entry of unauthorized persons in food
47 preparation areas. An unauthorized person shall be anyone other than the

1 School Food Service staff, the principal, and school personnel on official
2 business.

3
4 Teachers shall be served from the serving line, and may not enter the
5 kitchen for special service.

6
7 Relatives of School Food Service employees shall not be authorized to
8 enter the food preparation area, or granted privileges denied others.

9
10 D. Student Lunch Period Restrictions

11
12 Students are not permitted to bring soft drinks into the cafeterias during
13 the lunch hours.

14
15 High school students who have permission to leave campus for lunch will
16 consume their lunch off campus. It is not to be brought back onto campus
17 for consumption.

18
19 E. The principal will be responsible for having a staff member take daily
20 temperature readings of the walk-in refrigerator and freezer during
21 holidays and the summer. The form for this procedure will be provided by
22 the Food Service Director. The forms must be returned to the Food
23 Service Director's office at the end of each holiday and summer break.

24
25 Auth: 230.22, F.S.
26 Imple: 228.195(3), 232.25, 231.085(5), F.S.; and SBE Regulations 6A-7.42(2)
27 and 6A-7.41.

28
29 8.8 CUSTODIAL DUTIES RELATING TO SCHOOL FOOD SERVICE

30
31 At the beginning of the year, the principal shall assign regular dining room
32 cleaning duties to the custodian(s). The School Food Service Manager shall be
33 informed of the cleaning schedule. *Amended 6/29/93*

34
35 Auth: 230.22, F.S.
36 Imple: 228.195(3) and 231.085, F.S.

37
38 8.9 SANITATION AND SAFETY

39
40 School Food Service Programs shall meet the same state and local sanitary
41 standards required of any food-handling establishment. The Osceola County
42 Health Department may make a routine inspection of each department. EACH
43 MANAGER MUST THEREFORE READ AND APPLY THE CURRENT
44 REVISED BULLETIN 33-F, ENTITLED "SANITATION AND SAFETY FOR
45 CHILD FEEDING PROGRAMS".

46
47 Auth: 230.22, F.S.; Imple: 228.195(3), F.S., and SBE Regulation 6A-7.42(2)

1
2 8.10 EXTRACURRICULAR USE OF THE SCHOOL FOOD SERVICE
3 DEPARTMENT *Amended 6/29/93*
4

5 Any organization desiring the use of the School Food Service Department shall
6 make arrangements through the principal and Manager well in advance of the
7 function. The use of facilities shall be subject to School Board Rule 3.12.
8

9 The School Food Service Manager, or someone from the food service staff, shall
10 be present at any time the kitchen facilities are used by an organization. This
11 individual shall be paid at an hourly rate established by the Board.
12

13 The School Food Service Department shall be left in the condition in which it was
14 found. The sponsor or teacher in charge shall be responsible for all damages and
15 any replacements, which have to be made. School Food Service Managers shall
16 cooperate with Red Cross and Civil Defense officials in case of emergencies.
17 When School Food Service kitchens are used for such emergencies, they shall be
18 left in the same condition as they were found, and all damages repaired or items
19 replaced.
20

21 Auth: 230.22, F.S.

22 Imple: 228.195(3) and 230.23(12), F.S.
23

24 8.11 FINANCE
25

26 The approved money-collection system is cashiering through the line. Checks
27 SHALL NOT be accepted by cashiers. Managers shall be responsible for daily
28 deposits. No monies shall be left in the department overnight.
29

30 Any loss or theft of records, cash, or goods shall be reported immediately to the
31 principal, Director and Superintendent. *Amended 6/28/94*
32

33 Auth: 230.22, F.S.

34 Imple: 228.195(3) and 237.01, F.S.

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Chapter 9

Administrative Personnel

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1 **9.0 ADMINISTRATIVE PERSONNEL**

2
3 9.1 EMPLOYMENT PRACTICES

4
5 9.1.1 Definition of Administrative Personnel

6
7 Administrative personnel is comprised of the Superintendent, Assistant
8 Superintendents, Executive Directors, Directors, Coordinators, Principals,
9 Assistant Principals, and those persons who may be employed as professional
10 administrative assistants to the Superintendent or to the principal, but do not
11 include secretarial, clerical or other office assistants. *Amended 6/30/92*

12
13 Auth: 230.22, F.S. Imple: 230.23(5), F.S.

14
15 9.1.2 Recruitment, Selection, and Appointment

16
17 A. Personnel Philosophy

18
19 In order to secure quality educational leadership for the children of
20 Osceola County, the School Board shall strive to acquire administrative
21 personnel who possess the following attributes:

- 22
23 (1) A high degree of competency in their area of specialization.
24
25 (2) Good physical health.
26
27 (3) Healthy social attitudes.
28
29 (4) Good mental health.
30
31 (5) A high degree of dedication to doing their utmost for children.
32
33 (6) Staunch adherence, active as well as passive, to the conviction that
34 each child is valuable and should be treated in such a manner as to
35 develop to the fullest degree possible his potential and talents.
36
37 (7) A desire to cooperate and work with other personnel for the
38 betterment of operation procedures.
39
40 (8) A profound and vital respect for the teaching profession and the
41 nation, state and community it serves.

42
43 B. Qualifications of Administrative Personnel

- 44
45 (1) To be eligible for appointment in any position in the School
46 District of Osceola County, a person shall be of good moral
47 character and shall when required by law, hold a certificate or

1 license issued under regulations of the State Board of Education,
2 Section 231.02, Florida Statutes.

3
4 (2) No person shall be employed as administrator who has not had
5 three (3) or more years of experience in his area of specialization,
6 and has not attained the age of twenty-three (23) years. In addition,
7 no person shall be employed as a Principal, Assistant Principal, or
8 any instructional administrator at the district level who has not had
9 three (3) or more years of experience in an instructional position.
10 This requirement may be waived by the Board upon the
11 recommendation of the Superintendent, except in the case of the
12 Board's appointment of principals, or for the office of
13 Superintendent. *Amended 6/30/92*

14
15 (3) All employees requiring certification shall be certified in the area
16 in which their major assignment is made. The Superintendent shall
17 approve any exceptions and report such to the Board.

18
19 (4) Florida Statutes 876.05 requires all persons who are on the payroll
20 of the School District to take an oath to support the Constitution of
21 the United States and of the State of Florida. The oath, as amended
22 by the United States Supreme Court, is included in the Appendix to
23 these Rules.

24
25 (5) All employees not under the Teacher Retirement System are
26 required to become members of the Florida Retirement System.
27 All employees belonging to the Florida Retirement System must
28 contribute to Social Security.

29
30 (6) All employees must complete a W-4 form to authorize proper
31 withholding of monies for income tax purposes.

32
33 (7) All new employees will be required to take a drug test effective
34 October 1, 1989.

35
36 a. Prior to being recommended for employment by the
37 Superintendent, each applicant shall be required to submit a
38 urine sample for a screening test. If screening shows the
39 presence of an illegal drug, the sample shall be then tested
40 by the GCMS method.

41
42 b. No prospective employee will be hired if the results of the
43 drug-screening test indicates the presence of an illegal drug,
44 regardless of the frequency or occasion. However, the
45 prospective employee may request a waiver if he/she can
46 show a valid prescription for the drug, issued by a licensed
47 medical practitioner or if he/she can provide evidence that

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the drug was purchased pursuant to the provisions of Section 893.08, Florida Statutes. The Superintendent or his designee shall verify the validity of the prescription or compliance with the provisions of Section 893.08, and consider the request in light of the extent, duration and frequency of use of the drug; the underlying cause for use of the drug; and any other considerations relevant to the performance requirements of the position for which applied.

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

- c. The term "illegal drug" as used in this rule shall mean, any drug listed or defined as a "controlled substance" by Chapter 893, Florida Statutes. *Amended 6/30/92*
- d. Applicants whose results are positive on the drug screening test may not reapply for employment until one (1) year after the date the sample was given.
- e. Please note the following related to who is to be tested and confidentiality of testing:
 - 1. Employees returning from a Board approved leave of absence or sabbatical will not be tested.
 - 2. Prospective employees will not begin work until the results are returned. (Substitute employees will be available in emergency situations.)
 - 3. The successful applicant from all employee groups (Administration, Instructional, and Professional Support Staff) will be tested as well as Adult Education teachers and substitutes. Other personnel who have contact with students as determined by the Personnel Department will be tested.
 - 4. Test results are confidential medical records.
- f. The full cost of drug screening for all new administrative employees shall be paid by the employee. *Amended 9/17/91*
- g. Administrative employees who have retired from the District will have the cost of drug screening paid by the District. *Adopted 6/19/01*

1
2 (8) Fingerprint Processing
3

4 All prospective employees and former employees with a break in
5 service of ninety (90) or more days shall upon employment or re
6 employment file a complete set of fingerprints taken by an
7 authorized law enforcement officer or an employee of the School
8 District who is trained to take fingerprints. These fingerprints shall
9 be submitted to the Department of Law Enforcement for state
10 processing and to the Federal Bureau of Investigation for federal
11 processing.
12

13 All prospective employees former employees with a break in
14 service of ninety (90) or more days shall be on probationary status
15 pending fingerprint processing and determination of compliance
16 with standards of good moral character. Employees found through
17 fingerprint processing to have been convicted of a crime involving
18 moral turpitude shall not be employed in any position requiring
19 direct contact with students. The Superintendent or his/her
20 designee shall review the criminal history of each employee for
21 compliance with standards of good moral character. For the
22 purposes of this subsection, "a crime involving moral turpitude"
23 shall be defined consistent with current state law.
24

25 All prospective employees and former employees with a break in
26 service of ninety (90) or more days will pay the full cost for
27 processing of fingerprints with the Florida Department of Law
28 Enforcement and the Federal Bureau of Investigation.
29

30 Administrative employees who have retired from the District will
31 have the cost of fingerprinting paid by the District. *Adopted 6/19/01*
32

33 The Superintendent shall develop procedures to implement
34 fingerprint processing of employees in accordance with this Rule
35 and Florida Statutes.
36

37 (9) Applicants shall provide true and accurate information on the
38 application form when applying for a position. If inaccurate
39 information is given, and discovered by the School District during
40 the applicant's probationary period, the applicant may not be
41 considered for employment until one (1) year after the date of the
42 application.
43

44 Any employee who is discovered to have given inaccurate,
45 incomplete or false information on the application form shall be
46 considered for disciplinary action up to and including termination.
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(10) Reporting of Arrests

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

Auth: 231.001 & 231.02, F.S.

C. Employment Procedures - Administrative

(1) Statutory - Record of Personnel

For the purpose of improving the quality of administrative services, the Superintendent shall establish procedures for the performance of duties and responsibilities of administrative personnel as provided in subsection (2) of Section 231.29, Florida Statutes, and shall open the assessment file only to those individuals designated in subsection (3) of Section 231.29, Florida Statutes.

(2) Application Forms

Application forms for administrative positions may be obtained from the Superintendent's Office. The completed application shall be given to the Superintendent or his designee.

(3) Personnel Interviews and Application Procedures

The Superintendent shall be expected to recommend for administrative positions only the best qualified candidates from as large a list as possible of eligible persons.

In accordance with State Statutes, all school based administrative positions must be filled utilizing the Board approved HRMD Plan for application and interview processes.

(4) Disposition of Application

An applicant who has been appointed by the Board shall be notified in writing of the appointment and shall be given a period not to exceed fifteen (15) days to accept or reject the appointment.

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
13 District contact for certification in order to receive priority attention from
14 the Certification Section of the State Department of Education.
15

16 When there is a change in name, the name shall be changed on the
17 certificate and the new certificate recorded in the Superintendent's office
18 before any 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
34 the State Department of Education. Inservice training may be used to
35 extend a 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
42
43 9.1.4 Health Certificates
44

45 All employees of the Board shall have a tuberculin skin test or, at their own
46 expense, a chest X-Ray on the initial date of employment or within sixty (60) days

1 after employment begins. Additional tuberculin tests may be required at the
2 Superintendent's discretion.

3
4 Auth: 230.22, F.S. Imple: 230.23(5), F.S.

5
6 9.1.5 Assignments and Transfers

7
8 The School Board shall act on recommendations of the Superintendent regarding
9 transfer and promotion of any employee. Assignments shall be based on the
10 qualifications of the employee and the requirements of the position to which he
11 would be transferred.

12
13 Auth: 230.22, F.S. Imple: 230.23(5), F.S.

14
15 9.1.6 Contracts

16
17 The School Board shall provide written contracts for all administrative personnel.
18 The contract shall be in accordance with the salary schedule adopted by the
19 School Board and shall be in writing for definite amounts for definite terms of
20 service, and shall specify the number of monthly payments to be made. All such
21 contracts shall be executed in duplicate and true signature copy retained by the
22 Board in the office of the Superintendent. The School Board is prohibited from
23 paying any salary to any member of the administrative staff, except when this
24 provision has been observed. The Board cannot enter into a contract with the
25 prospective employee until the employee has a valid Florida certificate, where
26 required. However, if an application for a certificate has been filed through the
27 District contact for certification, with the necessary attachments, a contract may be
28 issued on the basis of a State Department of Education number assignment on the
29 SDE Official Receipt and Acknowledgment form on the status report sent to the
30 District contact person each month. If, after the second pay period since
31 employment began, a valid certificate is not presented to the District office,
32 further checks may be withheld.

33
34 A. Return to Annual Contract Status

35
36 Any administrative employee under continuing contract may be dismissed
37 or returned to annual contract status after due process, as provided in
38 Board Rule 10.2.

39
40 B. The Necessity to Choose Between Personnel on Continuing Contract

41
42 Should the Board have to reduce personnel due to consolidation, the
43 criteria for determining which employees on continuing contract shall
44 remain shall be based on the conditions set forth in Section 231.36,
45 subsection (5), Florida Statutes, and the Board shall follow those
46 procedures set forth in Board Rule 10.1.

47
48 C. Administrative Contracts

1
2 Each administrator shall be issued an administrative contract in
3 accordance with Florida Statutes.
4

5 Auth: 230.22, F.S. Imple: 231.36, 120.53(1) and 120.57-120.59, F.S.
6

7 9.1.7 Suspension and Dismissal
8

9 Suspension or dismissal of administrative employees shall follow those
10 procedures contained in Board Rule 10.3, except that the Superintendent may
11 suspend administrative employees in an emergency in accordance with provisions
12 of Section 230.33, subsection (7)(e), Florida Statutes.
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 employees.
17

18 Auth: 230.22, F.S.
19 Imple: 230. 33 (7) (e), 120. 57-120 . 59, 231. 085 (2), and 231.36(6), F.S.
20

21 9.1.8 Resignations and Terminations
22

23 A. Resignation
24

25 All administrative personnel requesting to be released from their contract
26 shall submit a letter in writing, giving reason and effective date, to their
27 immediate superior, who shall forward the letter with a recommendation to
28 the Superintendent for Board consideration.
29

30 B. Release from Contract
31

32 Any employee who shall violate the terms of his contract by leaving his
33 position without first being released from his contract by the Board shall
34 be reported to the Educational Practices Commission. The Board shall
35 take official action on such violation and furnish a copy of the proceedings
36 to the Certification Section of the State Department of Education in
37 accordance with Section 231.36, subsection (2), Florida Statutes.
38

39 C. Release from Appointment
40

41 The Board shall not feel obligated to release an employee from contractual
42 obligations unless sufficient notice is given for appointment of a
43 replacement. Moreover, such release shall not be made if it would be to
44 the detriment of the school and the educational welfare of the children.
45

46 Auth: 230.22, F.S .
47 Imple: 231.36 (2), F.S.

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9.2 EMPLOYMENT CONDITIONS

9.2.1 A. Working Day

The minimum administrative employee working day, and the conditions involving the particular responsibilities assigned, shall be determined by the Superintendent.

With the approval of the Superintendent, the administrative department heads and principals shall designate working schedules for employees under their supervision which will best meet the needs of the school district.

B. Year's Service

The minimum time which may be recognized as a year of service shall be at least one (1) day more than half of the number of workdays required in the year.

C. A copy of the employee's social security card must be in the personnel file before starting employment.

Auth: 230.22, F.S.
Imple: 230.33 (7), F.S.

9.2.2 Vacations

Administrative personnel shall accumulate vacation as follows:

- A. One (1) day for each month of employment for those employed by the Board for less than five (5) active service years.
- B. One and one-half (1-1/2) days per month of employment per year for those employed five (5) active service years or more by the Board.
- C. Earned vacation leave shall be credited at the end of the month. An employee earning pay for at least seventy-five percent (75%) of the workdays in the month shall be treated as earning benefits for a month of employment.
- D. At the time of retirement or separation of employment unused vacation leave shall be paid as terminal leave pay. . For employees with five or more years experience in the District, terminal payment for unused vacation leave shall be made to the District's Section 401(a) qualified Special Pay Plan to the extent allowed by the plan document and applicable law. Those persons entering the Deferred Retirement Option

1 Program (DROP) may choose to receive payment for all or part of their
2 accumulated vacation leave at the time of entrance into the DROP. Those
3 persons choosing to receive a partial payment will receive the remainder at
4 the time of separation from employment. *Amended 6/16/98 & 6/27/00*
5

6 Employees in positions earning vacation leave who transfer or are assigned
7 to positions which do not earn vacation leave may receive payment for
8 unused vacation at time of transfer or reassignment. For employees with
9 five or more years experience in the District, such payment for unused
10 vacation leave shall be made to the District's Section 401(a) qualified
11 Special Pay Plan to the extent allowed by the plan document and
12 applicable law. *Amended 6/27/00*
13

14 E. Vacation shall not be taken until it is earned; however 50% of the annually
15 earned vacation must be used annually.
16

17 F. The Christmas vacation period, other than legal holidays during this
18 period, shall be a part of the vacation period, unless the employee is
19 actually on duty.
20

21 G. Vacation time shall be scheduled with the approval of the Superintendent
22 or Supervisor so that there will be a minimum of disruption in the
23 operation of the school system. *Amended 7/23/91*
24

25 H. Annual leave used shall be charged against accumulated balances on a
26 last-in-first-out basis. *Adopted 6/19/01*
27

28 Auth: 230.22, F.S. Imple: 230.23(5), F.S.
29

30 9.2.3 Temporary Duty Assignment of Employees 31

32 When mutually agreed upon, employees may be assigned to be temporarily absent
33 from their regular duties and places of employment for the purpose of performing
34 other education services, including participation in school surveys, professional
35 meetings, study courses, workshops, etc. Such assignment to temporary duty shall
36 ordinarily be initiated by the District administration, but an employee may request
37 assignment to temporary duty, subject to the approval of the Superintendent.
38 Employees shall receive their regular pay and may be allowed expenses as
39 provided in Board Rule 2.4.8. Such temporary duty shall be considered equal to
40 the regular duties of the individual, and employees performing such assigned
41 duties shall not be considered to be on leave. Employees may not be assigned for
42 temporary duty for the purpose of earning college credits, improving rank or
43 renewing certificates, except when participating in a staff development program
44 approved by the Board.
45

46 Auth: 230.22, F.S.

47 Imple: SBE Regulation 6A-1.84 and 231.42, F.S.

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9.2.4 Evaluations

For the purpose of improving the quality of instructional, administrative and supervisory services in the public schools of the state, the Superintendent shall establish procedures for assessing the performance of duties and responsibilities of administrative and supervisory employees of the District and for the proper record keeping of the same, in accordance with Section 231.29, subsection (2) of the Florida Statutes.

Auth: 230.22, F.S. Imple: 231.29(2), F.S.

9.2.5 Assessment File

The assessment file of each employee shall be open to inspection only by the School Board, the Superintendent, the Principal, the employee, and such other persons as the employee or the Superintendent may authorize in writing, in accordance with Section 231.29, subsection (3), Florida Statutes.

Auth: 230.22, F.S. Imple: 231.29(3), F.S.

9.2.6 Professional Organizations

Administrative employees are encouraged to participate in the activities and meetings of professional organizations related to their assignments and in which they hold membership. These organizations may be local, state or national in scope. Payroll deductions for membership dues shall be authorized by the employee, upon approval of the Superintendent.

Auth: 230.22, F.S. Imple: 231.42, F.S.

9.2.7 Workers ' Compensation

All employees of the Board are entitled to benefits of Workers' Compensation when qualified as prescribed under Florida Law. The employee shall receive his regular salary less workers' compensation payments while on illness-in-line-of-duty leave.

Auth: 230 . 22, F.S . Imple: 231.39, F.S.

9.2.8 Pallbearer

The Superintendent, head of a department, or a principal shall have the authority to allow any employee to act as a pallbearer.

Auth: 231. 22, F.S . Imple: 230.33(7) and 231.085, F.S.

1
2 9.2.9 Residence
3

4 Administrative personnel employed by the Board are encouraged, but not
5 required, 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
16 by 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
25 law, pursuant to rules of the Board. Any such leave shall be classified as
26 one of the following:
27

- 28 (1) Illness-in-line-of-duty leave (without pay)
- 29
- 30 (2) Maternity leave (without pay)
- 31
- 32 (3) Military leave (without pay)
- 33
- 34 (4) Personal leave (without pay beyond the six [6] charged to sick
35 leave)
- 36
- 37 (5) Professional leave (with pay)
- 38
- 39 (6) Extended professional leave ((without pay)
- 40
- 41 (7) Sabbatical leave (with pay)
- 42
- 43 (8) Sick leave (with pay)
- 44
- 45 (9) Vacation (with pay)
- 46
- 47 (10) Adoptive leave (without pay)

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- (11) Jury Duty leave (with pay)
- (12) Witness leave (with pay)
- (13) Charter School Leave
- (14) Natural Disaster Leave

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

B . Family Medical Leave *Adopted 6/28/94 Revised 6/15/99*

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

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

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

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

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

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

1 d. Leave due to employee's own serious health condition that makes
2 the employee unable to perform the functions of his/her position
3 because he/she is:

- 4
5 1. unable to work at all due to the serious health condition; or
6
7 2. unable to perform any one of the essential functions of the
8 position within the meaning of the Americans with
9 Disabilities Act, due to the serious health condition.

10
11 (3) FMLA limits the leave that may be taken by spouses who work for the
12 same employer to a combined total of 12 workweeks during any 12 month
13 period if leave is taken for (1) birth of the employee's son or daughter or to
14 care for the child after birth; (2) for placement of a son or daughter with
15 the employee for adoption or foster care, or to care for the child after
16 placement; or (3) to care for the employee's parent with a serious health
17 condition. The limitations do not apply, however, to leave taken by either
18 spouse to care for the other who is seriously ill and unable to work, to care
19 for a child with a serious health condition, or his or her own serious
20 illness.

21
22 (4) FMLA requires an employer to maintain coverage under any "group health
23 plan...for the duration of such leave and under the conditions coverage
24 would have been provided if the employee had continued in employment
25 continuously for the duration of such leave." In the case of unpaid FMLA
26 leave, premium amounts and due dates will be provided to the employee
27 by Risk & Benefits Management. An employee may choose not to retain
28 group health plan coverage or optional benefits during FMLA leave.
29 However, when a employee returns from leave, the employee is entitled to
30 be reinstated on the same terms as prior to taking the leave, including
31 family or dependent coverages, without any qualifying conditions.

32
33 The regulations provide for a 30-day grace period after agreed upon date
34 for payment within which the employee may make payment of the
35 premium without affecting health benefit coverage. If the employee does
36 not make the payment within the 30-day grace period, the District will
37 cease to maintain health coverage on the date the grace period ends, but in
38 no event shall the District cease to maintain health coverage without
39 having first given the 15-day required notice.

40
41 The District can recover premiums it paid for maintaining group health
42 plan coverage during the period of unpaid FMLA leave if the employee
43 fails to return to work and terminates their employment except due to:

- 44
45 a. His/her own serious health condition.
46
47 b. Circumstances beyond his/her control.

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c. Denial or restoration due to key employee status.

Authority: F.R. 825.209

- (5) Employees must give 30 days advance notice to the District of the need to take unpaid FMLA leave when it is foreseeable. When it is not practicable under the circumstances to provide such advance notice, notice must be given “as soon as practicable,” ordinarily within one or two business days of when the employee learns of the need for the leave. F.R. 825.100; 825.302.
- (6) Employees who wish to take Medical Leave as outlined above, should consult with employers when giving notice and make reasonable efforts to schedule the leave so as not to unduly disrupt the employer’s operations, subject to approval of the health care provider (F.R. 825.302; 825.303).
- (7) Medical leave as outlined above may be taken intermittently when medically necessary. Under such circumstances, the employer may require the employee to transfer temporarily, during the period the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee’s regular leave position (F.R. 825.203; 825.204).
- (8) Although FMLA leave is generally unpaid, the Act permits an employee to substitute accrued paid leave under certain circumstances. Accrued paid vacation or personal leave may be substituted for any FMLA qualifying purposes. Any accrued paid leave used will run concurrently with the employee’s FMLA leave. If the employer designates the leave as FMLA leave, the employee’s FMLA 12-week leave entitlement may run concurrently with a worker’s compensation absence when the injury is one that meets the criteria for a serious health condition.

As the worker’s compensation absence is not unpaid leave, the provision for substitution of the employee’s accrued paid leave is not applicable (F.R. 825.207).
- (9) The District will require a medical certification from a health care provider to support ALL FMLA leave requests. Employees must provide such certification in a timely manner. In addition, for leaves due to a serious health condition, a periodic status report will be required and the employee will be required to provide a fitness-for-duty at the time the employee returns to work. Also, the employee has a responsibility to advise Risk & Benefits Management of any significant changes in his/her condition or condition of family member who is under his/her care. Any employee

1 contact changes during the leave need to be submitted to Risk & Benefits
2 Management immediately. (F.R. 825.305).

- 3
4 (10) An eligible employee who takes FMLA leave is entitled to be restored to
5 the same position that the employee held when the leave started, or to an
6 equivalent position with equivalent benefits, pay, and other terms and
7 conditions of the employment.

8
9 **9.3.1 Authority for Leave**

10
11 The granting of leave shall be at the discretion of the Board, except as provided by
12 law. The Superintendent may grant leaves according to Board Rule. When leave
13 is
14 granted, it shall be with or without pay as provided by law and Board rule, and
15 shall be permitted only when the operation of schools may be protected against
16 undue interruption because of the absence of employees. *Amended 7/23/91*

17
18 Each principal or Administrative Department head shall have the authority to
19 release administrative employees for less than one-half (1/2) day for temporary
20 absence without requesting approval of the Superintendent or the Board, provided,
21 however, that these temporary absences are kept to a minimum.

22
23 Auth: 230.22, F.S.
24 Imple: 231.39, F.S.

25
26 **9.3.2 Advance Granting of Leave**

27
28 Leave shall be officially granted in advance and not retroactively. However,
29 supervisors may approve leave for sickness or emergencies retroactively if a
30 prompt request is made to the proper authority. *Amended 6/30/92*

31
32 Auth: 230.22, F.S.
33 Imple: 231.39, F.S.

34
35 **9.3.3 Purpose Specified**

36
37 Leave granted on the request of an employee shall be for a particular purpose or
38 cause which shall be sent forth in a written application. The Board reserves the
39 right to determine that the leave is used for the purpose or cause set forth in the
40 application. If not so used as specified, the leave may be subject to cancellation
41 by the Board.

42
43 Auth: 230.22, F.S.
44 Imple: 231.39, F.S.

45
46 **9.3.4 Illness-in-Line-of-Duty Leave**

1 Any administrative employee shall be entitled to a maximum of ten (10) days per
2 school year of illness-in-line-of-duty leave when absence from his duties is
3 necessary because of personal injury received in the discharge of duty or because
4 of illness from a contagious or infectious disease contacted in school work.
5 Requirements for such leave are found in Section 231.41, Florida Statutes.

6
7 Auth: 230.22, F.S. Imple: 231.41, F.S.

8
9 **9.3.5 Maternity Leave**

10
11 Maternity leave shall be granted for absence necessary by reason of pregnancy and
12 childbirth. Sick leave may be granted for maternity leave, to the extent of an
13 employee's eligibility for sick leave, at the option of the employee.

14
15 Auth: 230.22, F.S. Imple: 231.39(s) 231.40, F.S.

16
17 **9.3.6 Adoptive Leave**

18
19 Any administrative employee adopting a child shall be entitled to adoptive leave
20 without pay not to exceed one (1) year.

21
22 Auth: 230.22, F.S. Imple: 231.39 and 115.07, F.S.

23
24 **9.3.7 Military Leave**

25
26 Military leave shall be granted without pay, except as provided by Section 115.07,
27 Florida Statutes, to employees who are required to serve in the Armed Forces of
28 the United States or of this state, in fulfillment of obligations incurred under
29 Selective Service laws or because of membership in reserves of the Armed Forces
30 or National Guard. At the termination of this service, employees must make
31 application for re-employment within six (6) months following the date of
32 discharge or release from active duty. The School Board shall have a period not
33 to exceed six (6) months, to reassign the employee to duty in the school system.
34 Military leave shall not be counted as years of service toward a continuing
35 contract.

36
37 Auth: 230.22, F.S. Imple: 231.39 and 115.07, F.S.

38
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41
42 **9.3.8 Personal Leave**

43
44 A. Administrative employees may be granted personal leave without pay by
45 the Superintendent or Supervisor as follows:
46

1 All personal leave shall have prior approval of the Supervisor; otherwise,
2 the person is subject to dismissal. Such requests shall be submitted to the
3 Supervisor at least one (1) week prior to the starting date of leave, except
4 in case of emergency. *Amended 7/23/91*
5

6 B. An administrative employee may be absent for six (6) days each school
7 year with pay for personal reasons. Such absences shall be charged only to
8 accrued sick leave, and leave for personal reasons shall be noncumulative.
9 Applications for such leave shall be approved in the same manner as for
10 sick leave except that no reason need be given by the employee for
11 personal leave with pay other than "personal reason".
12

13 C. An employee on personal leave without pay may not receive holiday pay
14 unless he works the day before and the day after the holiday.
15

16 Auth: 230.22, F.S.

17 Imple: 231.43, F.S.
18

19 9.3.9 Professional Leave

20
21 Professional leave is defined as leave granted to an administrative employee to
22 engage in activities which will result in his professional benefit or advancement,
23 including earning of college credits and degrees, or that will contribute to the
24 profession of teaching. Professional leave will ordinarily be initiated by the
25 employee and will be primarily for his benefit, or that of the teaching profession,
26 and only incidentally for the benefit of the School District.
27

28 The School Board may grant any member of the administrative staff three (3)
29 consecutive weeks' professional leave during any fiscal year with compensation
30 when school is not in session. Professional leave shall be cumulative for not more
31 than two (2) years and shall receive the prior approval of the Superintendent.
32

33 Auth: 230.22, F.S.

34 Imple: 231.3(1), F.S. and SBE Regulation 6A-1.81
35

36 9.3.10 Sabbatical Leave *Reformatted 6/22/99*

37
38 A. Sabbatical leave for study or research may be granted to administrative
39 employees by the Board upon recommendations of the Superintendent.
40 Such leave shall be granted under the following conditions:
41

- 42 (1) Sabbatical leave shall be in recognition of significant service to the
43 District for the purpose of encouraging scholarly achievement
44 which contributed to the professional effectiveness of the members
45 of the staff and the value of their subsequent service to the School
46 District.
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- (2) A sabbatical leave may be granted for one (1) full year.
- (3) An administrator on sabbatical leave shall be given compensation of half pay for such leave, as provided by the Board in accordance with Section 231.29, subsection (1), Florida Statutes.
- (4) The penalty for breaking the sabbatical leave contract shall involve either:
 - a. The Administrator's refunding any salary received during his sabbatical leave or
 - b. The Administrator's paying the Board's incurred cost for collecting said monies.

B. Term of Leave

Sabbatical leave may be granted for one (1) full year at half (1/2) pay.

C. Applicable Period

Applications for sabbatical leave, including a plan of study must be submitted to the Superintendent during the period of February 1 through March 31, preceding the year for which the leave is granted. Applicants will be notified no later than April 20 as to the disposition of their applications.

D. Review of Sabbatical Leave Requests

A sabbatical committee consisting of three (3) administrators appointed by the Superintendent shall serve as a screening committee. This committee shall submit a list in priority order to the Superintendent of their recommendations. The committee shall consider the following criteria in making their recommendations to the Superintendent.

Is the sabbatical leave for the purpose of developing skills for:

- (1) a new position
- (2) his or her existing position, or
- (3) transfer into another existing position?

E. Eligibility

1 In order to be eligible for sabbatical leave an administrator must have
2 completed four (4) years of service as an administrator in Osceola District
3 Schools.
4

5 F. Returning From Sabbatical
6

7 Upon termination of the sabbatical leave, the returnee shall return to an
8 administrative position in the district for which he is qualified and
9 expected to be available for two (2) years service as recommended by the
10 Superintendent.
11

12 G. Penalties
13

14 (1) The penalty for failure to return to employment after sabbatical
15 leave shall be:
16

17 a. The administrator's refunding all salaries received during
18 his sabbatical leave, and
19

20 b. The administrator's paying all costs and fees incurred by the
21 Board for collecting such monies.
22

23 (2) The penalty for failure to be available for employment the second
24 year after returning from sabbatical leave shall be:
25

26 a. The administrator's refunding one-half (1/2) of all salaries
27 received during such leave, and
28

29 b. The administrator's paying all costs and fees incurred by the
30 Board for collecting such monies.
31

32 These penalties shall be imposed by the Superintendent unless
33 waived by the Board for specific, clearly documented hardship
34 cases.
35

36 9.3.11 Educational Expenses
37

38 In lieu of sabbatical leave, the School Board may approve school expenses for an
39 administrator in an approved degree program, for an amount not to exceed that
40 which the administrator would have earned during regular sabbatical leave.
41

42 Auth: 230.22, F.S
43 Imple: 231.39, F.S, SBE Regulation 6A-1.81
44

45 9.3.12 Sick Leave
46

Needs to
reflect new
statute

1 Any administrative employee of the District who is unable to perform his duty
2 because of personal illness, or because of the illness or death of a father, mother,
3 brother, sister, husband, wife, child, or other close relative or member of his own
4 family (as defined by the Internal Revenue Service publication, Your Federal
5 Income Tax), and who consequently has to be absent from work, shall be granted
6 leave of absence by the Superintendent or by someone designed in writing by him
7 to do so. The following provisions shall govern sick leave:
8

9 **9.3.12 Sick Leave**

10
11 Any full-time employee of the District who is unable to perform his or her duty in
12 the District on account of personal sickness, accident disability, or extended
13 personal illness, or because of illness or death of father, mother, brother, sister,
14 husband, wife, child, or other close relative, or member of his or her own
15 household, and consequently has to be absent from his or her work shall be
16 granted leave of absence for sickness by the Superintendent. *Adopted 6/19/01*
17

18 An employee may authorize his or her spouse, child, parent, or sibling who is also
19 an employee to use sick leave that has accrued to the authorizing employee. The
20 recipient may not use the donated sick leave until all of his or her sick leave has
21 been depleted, excluding sick leave from the sick leave pool. Donated sick leave
22 shall have no terminal value. *Adopted 6/19/01*
23

24 A. Each administrative employee employed on a full-time basis shall be
25 entitled to one (1) day of sick leave for each month of employment to be
26 credited at the end of the month. An employee earning pay for at least
27 seventy-five percent (75%) of the workdays in the month shall be treated
28 as earning benefits for a month of employment.
29

30 B. Terminal Pay for Accumulated Sick Leave *Amended 6/27/95, 6/17/97, &*
31 *07/01/02*
32

33 (1) For those persons employed by the District prior to July 1, 2001 the
34 following applies: *Amended 6/19/01*
35

36 The Superintendent and any administrative employee eligible to
37 retire according to Florida Retirement Systems guidelines, or
38 his/her beneficiary if service is terminated by death, and retirees
39 returning to active employment shall be entitled to payment for
40 accumulated sick leave as follows:
41

42 a. During the first 3 years of service, the daily rate of pay
43 multiplied by 35 percent times the number of days of
44 accumulated sick leave.
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- b. During the next 3 years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
 - c. During the next 3 years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
 - d. During the next 3 years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
 - e. During and after the 13th year of service, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave.
- (2) For those persons employed by the School Board on or after July 1, 2001, the following applies: *Amended 6/19/01*
- The Superintendent and any administrative employee eligible to retire as an employee of the School Board, or his/her beneficiary if service is terminated by death, and retirees returning to active employment shall be entitled to payment for the maximum accumulated sick leave allowed by law at time of termination.
- (3) Years of service shall mean the number of years as an employee of the School Board of Osceola County, Florida.
- (4) Payment shall be made at the current daily rate of pay.
- (5) For employees with five or more years experience in the District, terminal payment for unused sick leave shall be made to the District's Section 401(a) qualified Special Pay Plan to the extent allowed by the plan document and applicable law. *Adopted 6/27/00*
- (6) Annual contributions to the Special Pay Plan ("the plan") based on accumulated sick leave shall be made for employees enrolled in DROP to the extent allowed by the plan document and applicable law. Such contributions will be calculated each June 30 subsequent to the employee's enrollment in DROP. Days for which contribution is made to the plan will be deducted from the employee's leave balance on a first in first out basis. Contributions will be calculated based on the employee's daily rate of pay as of each computation date. Amounts contributed will not be adjusted for subsequent changes in daily rate of pay. The cumulative total number of days for which contributions are made to the plan and

1 paid as terminal sick pay will not exceed the number of days for
2 which payment would be allowed as terminal sick pay under rules
3 in effect on each computation date. For this calculation, days
4 previously deducted due to plan contributions will be added back
5 to leave balances on the computation date. Days previously
6 contributed to the plan properly computed as of the computation
7 dates will not be withdrawn due to subsequent leave usage by the
8 employee or other subsequent events, except as required by law or
9 rule. *Adopted 6/27/00*

10
11 Auth: 231.001 & 231.40(3)(a), F.S.

12
13 C. Any administrative employee shall, before claiming and receiving
14 compensation for the time absent from his/her duties while on sick leave,
15 make and file by the end of the school month following his return, a
16 written certificate to the Superintendent, which shall set forth the day or
17 days of absence, indicating that such leave was necessary and that he is or
18 is not entitled to receive pay in accordance with the sick leave policy.

19
20 In cases of investigated sick leave abuse, the supervisor may recommend
21 to the Superintendent that the employee present a certificate of illness from
22 a licensed physician. *Adopted 6/29/93*

23
24 D. Absence because of illness beyond accumulated sick leave is considered
25 personal leave.

26
27 E. Sick leave may be taken for maternity disability as provided herein and in
28 the Board Rule 9.3.5.

29
30 F. The total unused portion of the annual sick leave shall be permitted to
31 accumulate indefinitely.

32
33 G. Personnel formerly employed in Osceola District Schools shall have any
34 accumulated sick leave reinstated upon reemployment. The reinstated
35 leave shall be reduced only to the extent that the number of days used in
36 another district exceeds the number earned in that district.

37
38 H. Sick leave used will be charged to accumulated balances on a last-in-first-
39 out basis. *Adopted 6/27/00*

40
41 I. Employees' Voluntary Sick Leave Bank

42
43 (1) Membership

44
45 Any full-time employee of the Board, having been employed by the
46 School Board for at least one (1) year and having at least ten (10)
47 days accrued sick leave by the end of September of each year

1 (inclusive of four [4] days sick leave advanced), may enroll in the
2 sick leave bank by voluntarily contributing one (1) sick leave day to
3 the Bank. The enrollment shall be opened each year during the
4 months of September and February only. Employees on leave
5 returning to service may join the Bank within ten (10) days of their
6 employment if they meet all other criteria.
7

- 8 a. Enrollment must be made on the prescribed form furnished
9 by the Personnel Department.
10
11 b. Any sick leave day contributed pursuant to this section shall
12 be removed from the personally accumulated sick leave
13 balance of that employee and shall not be returned except
14 as provided in section (9).
15
16 c. Membership in the Sick Leave Bank shall be continuous
17 from the initial enrollment until an individual member has
18 withdrawn from the plan or has drawn the maximum
19 allowed from the Bank (see [6d]).
20

21 (2) Establishment and Duration
22

- 23 a. The Sick Leave Bank will not come into existence until at
24 least 20% of the total number of employees eligible to join
25 the pool elect to do so and will remain in existence unless
26 the participation drops below 20% of the number of
27 employees eligible. The Board shall provide for the
28 establishment of a Sick Leave Bank no later than February
29 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
43 Sick Leave Bank and will determine the validity of claims
44 against the Bank.
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- 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:

- 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

1 or illness in the line of duty, worker's compensation, or on
2 medical retirement.

3
4 (6) Benefits *Amended 6/30/92*

- 5
6 a. All cases will be reviewed by the Sick Leave Bank
7 Approval Committee when each twentieth (20th) day of
8 benefits has been reached up to the maximum amount
9 allowable. At this time, the Committee may request
10 additional medical certification. Also, at this time, any sick
11 leave which may have been accrued by the participant must
12 then be used before resumption of drawing from the Sick
13 Leave Bank.
14
15 b. Upon approval of application, a member will be allowed to
16 draw up to a maximum of forty (40) paid sick leave days
17 from the Bank, provided there remain sufficient leave days
18 in the Bank.
19
20 c. The employee shall not have to pay back in any manner the
21 number of days used from the Sick Leave Bank except as
22 outlined in Section (7) below.
23
24 d. In the event a member draws from the Sick Leave Bank,
25 that individual membership shall be suspended from the
26 Bank membership after drawing all days authorized from
27 the Bank. Such individuals may reinstate membership by
28 meeting qualifications in section (1) above.
29

30 (7) Participation Abuse

31
32 Alleged abuse of the Sick Leave Bank shall be investigated by the
33 Personnel Department. If an employee is found to have abused the
34 use of the Sick Leave Bank, the employee shall repay all sick leave
35 credited (in dollars) drawn from the Sick Leave Bank and, after
36 review by the Appeals Committee, be subject to such other
37 disciplinary action as determined by the School Board.
38

39 (8) Withdrawal From Participation

40
41 Any participating employee who wishes to withdraw from
42 participation in the Sick Leave Bank may do so and withdrawal
43 will be effective immediately upon receipt by the Personnel
44 Department of written notification of the employee's intent to
45 withdraw. Any previously contributed sick leave will become the
46 property of the Sick Leave Bank.
47

1 (9) Discontinuance of Sick Leave Bank

2
3 If it becomes necessary to terminate the Sick Leave Bank, unused
4 sick leave in the Bank will be distributed in the following manner:

- 5
6 a. Each member will receive an equal share of the unused
7 days to be credited to his personal accumulated sick leave
8 account in fourths of a day.
9
10 b. Any balance left will be disposed of at the sole discretion of
11 the Board.
12
13 c. In no instance will the days credited back to members be
14 greater than the number remaining in the Bank.
15
16 d. Any member joining this Sick Leave Bank acknowledges
17 that the limits of liability for any challenge to the Appeals
18 Committee's decision is limited to the number of days the
19 individual contributed to the Bank.
20

21 Auth: 230.22, F.S.

21 Imple: 231.29 and 231.40, F.S.

22
23 9.3.13 Unauthorized Leave

24
25 All absence of Board employees from duty for good reason shall be covered by
26 leave duly authorized. An employee willfully absent from duty without leave
27 shall forfeit compensation for the time of such absence and be subject to discharge
28 and forfeiture of tenure and all other rights and privileges as provided by law. If
29 an employee granted leave fails to return to duty at the termination of the leave,
30 his employment shall be subject to cancellation by the School Board.
31

32 Auth: 230.33, F.S.

33 Imple: SBE Regulation 6A-1.77, and 231.39, 231.44, and 231.48, F.S.
34

35 9.3.14 Jury Duty Leave *Amended 6/27/95*

36
37 An employee shall be authorized to be absent from assigned duties, and shall
38 receive his regular salary plus court fees while serving as a juror in any court case.
39 If notice of jury duty is received, the Principal or Supervisor should be
40 immediately notified in writing. *Amended 7/23/91*
41

42 In the event that the employee is excused from further attendance, the employee
43 shall return to his place of assignment as expeditiously as possible. Leave forms
44 will show adjustment.
45
46
47

1 9.3.15 Witness Leave

2
3 An employee of the Board may be absent from assigned duties and shall receive
4 his regular salary, plus any witness fees, while serving as a witness in any court
5 case or other legal or administrative proceeding under the following conditions:

- 6
7 A. That the person has been subpoenaed by the court or agency having
8 subpoena powers.
9
10 B. That the employee shall submit a copy of the subpoena or letter from
11 either attorney in the case to the Superintendent.
12

13 In the event that the employee is excused from further attendance, the
14 employee shall return to his place of assignment as expeditiously as
15 possible. Leave forms will show adjustment.
16

17 Auth: 230.22, F.S. Imple: 231.39, F.S.

18
19 9.3.16 Extended Leave

20
21 Employees shall be eligible for extended leave without pay after three (3) or more
22 years of continuous service. The leave, when granted, shall not exceed one (1)
23 year, except that military leave shall be granted for a longer period as necessary
24 for the completion of active duty.
25

26 Extended leave without pay requests must be made in writing on the form
27 prescribed by the District. The request shall specify the time of the leave and the
28 reason for the request. The length of the leave and the reason for the request shall
29 be recorded in the Board minutes. The School Board shall have the right to
30 determine that the leave is used for the purposes set forth in the application, and if
31 not so used, the Board shall have authority to cancel the leave.
32

33 The leave must be approved by the employee's immediate supervisor and the
34 Superintendent or his designee before it is presented to the Board for approval.
35

36 Extended leave without pay may be reviewed upon request for an additional
37 period not to exceed one (1) year, subject to Board approval and will not exceed
38 two (2) consecutive years. Automatic renewal of an extended leave is not granted.
39 It shall be the responsibility of the person on leave to request renewal. If no
40 request for renewal is made prior to the expiration of the leave, employment shall
41 be terminated.
42

43 Personal Leave Without Pay May Be Requested For, But Not Limited To:

- 44
45 (1) Leave to serve in the armed services
46
47 (2) Leave for academic study

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- (3) Leave for serving in the Peace Corps
- (4) Leave for child rearing (for natural or adoptive child)
- (5) Leave for child-bearing
- (6) Leave to run for or serve in an elected office
- (7) Leave to participate in exchange programs in other states or countries.

9.3.17 Charter School Leave *Adopted 7/21/98*

An employee of the School Board may take unpaid leave to accept employment in a Charter School upon the approval of the School Board. While employed by the Charter School and on leave that is approved by the School Board, the employee may retain seniority accrued in the School District and may continue to be covered by the benefit programs of the School District, if the Charter School and the School Board agree to this arrangement and its financing. The employee must apply for Charter School Leave on an annual basis. An employee who is granted Charter School leave may not participate in the sick leave pool because the employee is not an employee of the District while on Charter School Leave. If the District at the end of the leave employs the employee, the employee may participate in the sick leave pool and will be credited with accumulated leave in accordance with School Board policy when the employee returns.

9.3.18 Natural Disaster Leave *Adopted 7/21/98*

If an employee is affected by a Natural Disaster in the county where the employee resides, then that employee may be eligible for Natural Disaster Leave.

- (a) Natural Disaster: A Natural Disaster means a tornado, hurricane, flood, fire, or similar event.
- (b) Eligibility: An employee may be eligible for Natural Disaster Leave if the employee or the employee's immediate family (spouse, parents, grandparents, children, grandchildren, or siblings) have been directly affected by the natural disaster. A person is directly affected by the natural disaster under the following circumstances:
 - (1) Personal injury as a result of the natural disaster,
 - (2) Substantial loss of property as a result of the natural disaster.
- (c) Application: An eligible employee may file an application for a maximum of ten days of paid Natural Disaster Leave. The application must include documentation to support the employee's eligibility and the number of

1 days requested. An eligible employee must file an application for Natural
2 Disaster Leave within sixty days of the natural disaster.

3
4 (d) Approval of Leave: A determination of eligibility for Natural Disaster
5 Leave is solely within the discretion of the Superintendent or his designee.
6 The number of days of Natural Disaster Leave granted to an eligible
7 employee is also solely within the discretion of the Superintendent or his
8 designee. An employee who has been granted Natural Disaster Leave may
9 request an extension of the number of days of the leave. Approval of an
10 extension is solely within the discretion of the Superintendent.

11
12 (e) Reimbursement: The Natural Disaster Leave shall be paid retroactively to
13 eligible employees as a reimbursement after their application has been
14 approved by the Superintendent.

15
16 9.4 BENEFITS AND DUTIES

17
18 9.4.1 Retirement

19
20 A. All new school employees shall participate in the Florida Retirement
21 System (FRS) as a condition of employment.

22
23 B. Administrative personnel on Teacher Retirement System (TRS) prior to
24 December 1, 1970, may continue in the Teacher Retirement System,
25 provided there has been no break in continuity of service.

26
27 C. Retirement Annuities Program *Amended 6/27/95*

28
29 (1) The Board will consider annually, upon the recommendation of the
30 Superintendent, requests for retirement annuities for school
31 personnel with 25 years or more years of creditable service (at least
32 five [5] of which must have been in this district) who have reached
33 the age 55 and have applied for retirement under the Florida
34 Retirement System or Teachers Retirement System.

35
36 a. All requests must be received between September 1 and
37 October 31 of the calendar year for those requesting
38 retirement during or at the conclusion of that school year or
39 four (4) months prior to retirement if planning retirement
40 before February of that school year.

41
42 b. A copy of the official determination, by the Division of
43 Retirement, of the projected monthly benefits at the
44 effective date of retirement based on the average monthly
45 compensation and creditable service as of the member's
46 early retirement date and the actual early retirement benefits
47 shall accompany the request.

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c. Requests of applicants between the ages of 50 and 54 may also be considered by the Board if the Board first determines for that year that is economically feasible to do so.

(2) Between November 1 and November 30 an annual survey and study will be conducted prior to the determination of the Superintendent and Board on the feasibility of the program being offered during that school year with no commitment to offer the program in future years unless the Board opts to do so after reviewing the annual survey. The employee may be required to contribute to the annuity in order to qualify.

(3) The Board upon the recommendation of the Superintendent will determine before January 15, whether or not the program will be offered for that year.

(4) If the program is offered, the Superintendent shall make recommendations pertaining to either the investment in a specific amount of current funds or the purchase of an adequate annuity either of which would provide earned income in an amount sufficient to provide the annual early retirement supplemental benefit for the named employee.

(5) In the event an employee has earned experience in a public school system in another state, the Board may choose to purchase such out-of-state experience (up to five years) as is necessary to provide regular retirement benefits. This experience may not be purchased in addition to an annuity. *Adopted 6/27/95*

(6) The maximum monthly benefit to any individual shall be in compliance with Florida Statutes.

Auth: 230.22, F.S. Imple: 231.495, F.S.

9.4.2 Social Security

Social Security is required of every member of the Florida Retirement System.

Auth: 230.22, F.S.
Imple: 650.01 and 650.04, F.S.

9.4.3 Credit Union Deductions

Credit Union deductions from administrators' salaries are authorized as requested by individual administrators.

1
2 Auth: 230.22, F.S.
3 Imple: 230.02, F.S., and SBE Regulation 6A-1.52(3)
4

5 9.4.4 Duties of Administrative Personnel
6

7 The duties of administrative personnel, as described in the Administrative
8 Handbook, are made a part of this manual.
9

10 Auth: 230.22, F.S. Imple: 230.33(7), F.S.
11

12 9.4.5 Payroll Deductions
13

14 Upon appropriate written authorization from the administrator, the District shall
15 deduct authorized sums from the salary of any administrator and make proper
16 remittance for any payroll deduction program approved by the Board.
17

18 9.4.6 Assault/Battery upon an Administrator
19

20 Any case of assault/battery upon an administrator shall be promptly reported to
21 the Superintendent or his designated representative. In any case where an
22 administrator is charged with a civil or criminal action arising out of or in the
23 course of assigned duties and responsibilities, the case where the administrator
24 pleads guilty or nolo contendere or is found guilty of any such action, the
25 administrator shall reimburse the Board for any legal services which the Board
26 may have supplied pursuant to this section. If the Board declines to provide legal
27 services in response to the administrator's request, and the administrator is
28 subsequently found not guilty or not civilly liable, the administrator may renew
29 his request and a recommendation shall be made to the Board for payment of the
30 reasonable cost of legal services, and the Board shall consider such request
31 previously declined. The selection of the attorney shall be mutually agreed upon
32 by the administrator and the Board.
33

34 9.4.7 Life Insurance
35

36 A. The Board shall provide for administrators a fully paid life insurance plan
37 for an amount equal to 100% of the administrator's annual salary rounded
38 up to the next even thousand dollars. The Board shall provide for those
39 administrators who have ten years of experience in Osceola County
40 Schools or those who are being paid at the top of the experience level life
41 insurance equal to 200% of the annual salary rounded to the next even
42 thousand dollars. There shall be a provision for double indemnity in the
43 case of accidental death or dismemberment. The Board shall make
44 available for purchased life insurance equal to 100% of the annual salary
45 rounded up to the next even thousand dollars.
46

1 B. In the event a professional support staff or instructional employee is
2 promoted to an administrative position and is currently earning the benefit
3 of 200% Board paid life insurance, that employee shall be entitled to 200%
4 Board paid life whether or not the requirement in section "A" above is
5 met. *Adopted 12/15/92*
6

7 9.4.8 Hospitalization Insurance
8

9 The Board will provide fully paid individual hospital medical-surgical coverage,
10 including major medical benefits at the present benefit levels. Dependent coverage
11 shall be made available at the expense of the administrator where two members of
12 the same family are employed by the School District, the amount paid for the
13 spouse shall be credited toward the cost of dependent coverage.
14

15 9.4.9 Long Term Disability Insurance
16

17 The Board will continue to make available to administrators long-term disability
18 benefits through payroll deduction at administrators' expense.
19

20 9.4.10 General Liability Insurance
21

22 The Board shall continue its General Liability Insurance coverage which covers
23 the Board for the acts of its employees, including administrators, as such
24 coverages existed on January 1, 1978; and that administrators shall be afforded all
25 direct and indirect benefits inuring to them from such coverage.
26

27 9.4.11 Reimbursement for Damage to Personal Items
28

29 The Board shall reimburse administrators for damage to clothing, dentures,
30 eyeglasses, prosthetic devices or artificial limbs where such damage occurs as a
31 result of:
32

- 33 A. Breaking up a fight
- 34
- 35 B. Protecting students or other employee(s) from physical harm or injury
- 36
- 37 C. Assault and/or battery occurring in the course of the legal performance of
38 assigned duties. Such reimbursement shall not exceed the replacement
39 cost nor be paid when the above loss is reimbursable from other sources.
40

41 9.4.12 Death Benefit
42

43 A. Accumulated Vacation
44

45 If at the time of death an administrator has unused accumulated vacation
46 the Board shall pay to the beneficiary of the administrator a sum equal to

1 the administrator's daily rate of pay at his present job classification times
2 the number of vacation days accumulated.

3
4 B. Accumulated Sick Leave

5
6 Administrative employees eligible for retirement benefits or his
7 beneficiary if termination is by death, shall be entitled to payment for the
8 maximum accumulated sick leave allowed by law. Payment shall be made
9 at the current daily rate of pay.

10
11 9 4.13 Continuing Insurance Benefits While on Leave

12
13 Employees on authorized School Board leave without pay shall be eligible to
14 continue on School Board Benefits. The employee shall be personally responsible
15 for full payment of the premiums or costs.

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Chapter 10

Hearing Procedures

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1 **10.0 HEARING PROCEDURES**

Adopted 6/30/92

2
3
4 **10.1 NON-RENEWAL OF A PROFESSIONAL SERVICES CONTRACT**

- 5
6 A. The School Board may issue a continuing contract prior to July 1, 1984,
7 and may issue a professional service contract subsequent to July 1, 1984,
8 to any employee who has previously held a professional service contract or
9 continuing contract in the same or other district in the state. Any
10 employee who holds a continuing contract may, but is not required to,
11 exchange such contract for a professional service contract in the same
12 district. Additionally, the School Board may issue new professional
13 service contracts after July 1, 1984, to qualified teachers as provided by
14 law.
15
16 B. A professional service contract shall be renewed each year unless the
17 superintendent, after receiving the recommendations required by section
18 231.29, Florida Statutes, charges the employee with unsatisfactory
19 performance as determined under the provisions of section 231.29.
20
21 C. The procedures specified for non-renewal of a professional service
22 contract in section 231.36, Florida Statutes, shall be followed by the
23 School District.
24

25 **10.2 DISMISSAL OR RETURN TO ANNUAL CONTRACT STATUS AT THE END**
26 **OF THE SCHOOL YEAR**

27
28 Any member of the School Board staff who holds a continuing contract may be
29 dismissed or returned to annual contract status for another three (3) years in the
30 discretion of the School Board, at the end of the school year, in accordance with
31 the procedures specified in section 231.36 (4) (b), Florida Statutes.
32

33 **10.3 SUSPENSION AND DISMISSAL OF EMPLOYEES HOLDING**
34 **PROFESSIONAL SERVICES CONTRACTS OR CONTINUING CONTRACTS**
35 **DURING THE TERM OF SUCH CONTRACTS**

36
37 Suspension and dismissal during the term of a continuing contract or a
38 professional service contract shall be made in accordance with the procedures
39 specified in section 231.36 and Chapter 120, Florida Statutes, as interpreted by
40 controlling case law. It is noted that "just cause" for such action against a
41 professional service contract is prescribed in section 231.36 (1) (c), Florida
42 Statutes, and the grounds for such action against an employee holding a
43 continuing contract are prescribed in section 231.36 (4) (c), Florida Statutes.
44
45
46
47

1 10.4 ADMINISTRATIVE PROCEDURES

2
3 With respect to all procedures specified in 10.1, 10.2 and 10.3 above, applicable
4 Florida Statutes and case law will control. The administrative process, including
5 the time for intervention by the employee (i.e., demand for a hearing), notice of
6 hearing, the conduct of the pre-hearing procedure, and the hearing procedures
7 shall be in accordance with section 231.36, and Chapter 120 of the Florida
8 Statutes, as interpreted by controlling case law.
9

10 10.5 WHEN PROBABLE CAUSE EXISTS

11
12 Whenever the superintendent has probable cause to believe that an employee has
13 committed an act which may subject the employee to adverse job action, the
14 superintendent shall recommend an appropriate sanction to the School Board for
15 action by the Board. Such action may include transfer, suspension without pay,
16 suspension without pay pending action on a request to dismiss the employee and
17 administrative hearing on the dismissal, or other appropriate lawful sanctions.
18

19 10.6 EMPLOYEES WHO DO NOT POSSESS A PROFESSIONAL SERVICES OR
20 CONTINUING CONTRACT

21
22 Nothing contained in this rule shall create any rights in any employee of the
23 School Board other than an employee who possess a professional service contract
24 or a continuing contract. All other employees of the School District may be
25 sanctioned, suspended or dismissed, subject to any applicable contract or statute
26 governing the rights of such other employees who do not possess a continuing
27 contract or professional services contract.
28

29 Auth: Chapters 230 and 231, F.S.; Imple: Sections 231.36, 120.57, F.S.
30

31 10.7 REDUCTION IN PERSONNEL

32
33 A. Should the School Board have to choose from among its personnel who
34 are on continuing contracts or professional service contracts as to which
35 should be retained, such decision shall be made pursuant to the terms of a
36 collective bargaining agreement when one exists. If no such agreement
37 exists, the School Board prescribes the following rules to handle
38 reductions in work force.
39

40 B. If a reduction in work force requires the Board to choose from among its
41 personnel under continuing contracts or professional service contracts, and
42 to the extent this does not conflict with any collective bargaining
43 agreement that would apply, the Board shall retain those employees best
44 qualified. In determining which of such employees are best qualified, the
45 Board shall consider, not necessarily in the order presented, and without
46 limitation to consideration of other criteria, the following:
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- (1) educational background and qualifications;
- (2) efficiency of the employee as documented in past evaluations and observations;
- (3) compatibility of the employee as demonstrated during past work experience in the employment of the Board;
- (4) the character of the employee; and
- (5) the capacity of the employee to meet the educational needs of the community.

C. In the event no collective bargaining agreement exists that would dictate reduction in work force methodology, the following procedures shall be employed by the Board:

- (1) After initial determination of which employees will be retained, the Board shall give written notice of the proposed action to all effected employees, together with a summary of factual, legal and other authorities, which form the grounds and basis for the decision, including a list of the criteria utilized.
- (2) Any professional service contract or continuing contract employee effected by the initial determination may request a hearing within (10) days following notice pursuant to other paragraphs in this section. This request for hearing shall contain:
 - a. the name and address of the School Board;
 - b. the name and address of the employee;
 - c. a concise statement of the ultimate facts alleged;
 - d. the legal authority upon which the employee relies;
 - e. a request for relief to which the petitioner deems himself or her self entitled;
 - f. a notice of whether the employee wishes to present written or oral evidence.
- (3) Upon receipt of a request for hearing, the School Board shall conduct a hearing as permitted under the informal hearing procedures of section 120.57, Florida Statutes. The hearing will be conducted in accordance with section 120.57 (2) as it may be amended from time to time.

Appendix A

Oath of Office



1
2
3 **APPENDIX - A**

4 The oath to be taken by employees of the School Board, as revised by
5 the Supreme Court, is as follows:
6

7 **OATH OF OFFICE**
8
9

10 I, _____, a citizen of the State of Florida
11 and of the United States of America, and being employed
12 by or an officer of the School Board of Osceola County,
13 Florida, and a recipient of public funds as such employee
14 or officer, do hereby solemnly swear or affirm that I will
15 support the Constitution of the United States and of the
16 State of Florida."
17

18
19 (Connell V. Higginbotham)
20 91 S. Ct. 1772, 403 U.S. 207
21 (1971)

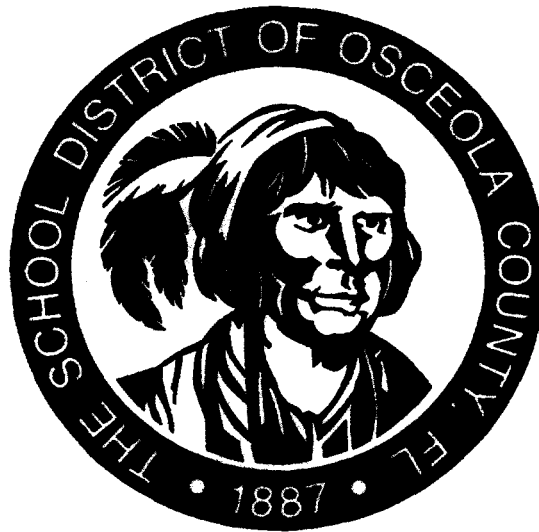
Appendix B

Pupil Progression Plan



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**THE SCHOOL DISTRICT OF
OSCEOLA COUNTY, FLORIDA**

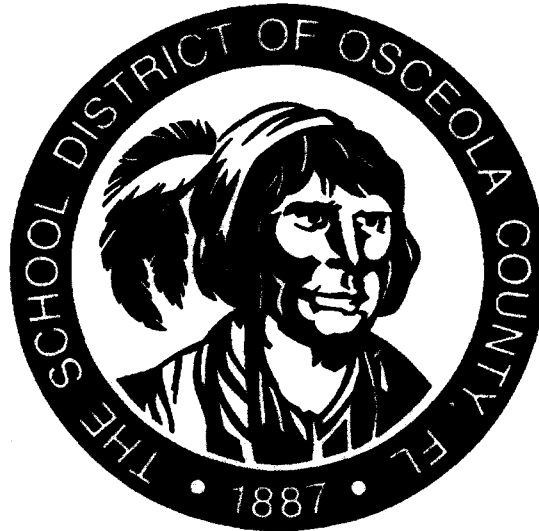


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**2002-2003
PUPIL PROGRESSION PLAN**

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**THE SCHOOL DISTRICT OF
OSCEOLA COUNTY, FLORIDA**



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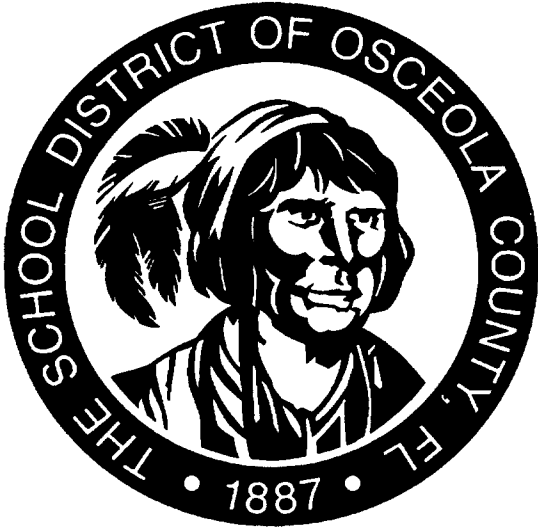
**2002-2003
ELEMENTARY SCHOOL
PUPIL PROGRESSION PLAN**

Grades K-5

Effective July 01, 2002

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**THE SCHOOL DISTRICT OF
OSCEOLA COUNTY, FLORIDA**



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SCHOOL BOARD MEMBERS

CHAIRMAN
David E. Stone

Thomas Chalifoux
Tom Greer
Michael E. Harford
Judith A. Robertson

SUPERINTENDENT
Blaine Muse

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**THE SCHOOL DISTRICT OF
OSCEOLA COUNTY, FLORIDA**

PUPIL PROGRESSION PLAN TASK FORCE

Terry Andrews, Assistant Superintendent
CURRICULUM AND INSTRUCTION

Angela Marino, Coordinator
OFFICE OF PLANNING AND EVALUATION
(407) 870-4056

John Boyd, Instructional Research and Evaluation Specialist
OFFICE OF PLANNING AND EVALUATION
(407) 870-4056

ELEMENTARY COMMITTEE

Beverly Brizendine, Director of Elementary Programs
Melba Luciano, Principal, Central Avenue Elementary
Linda Harwood, Principal, Highlands Elementary

MIDDLE SCHOOL COMMITTEE

Annalee Meadows, Director of Secondary Programs
Penny Noyer, Principal, Horizon Middle School
Dan Parker, Principal, St. Cloud Middle School

HIGH SCHOOL COMMITTEE

Annalee Meadows, Director of Secondary Programs
Jim Kish, Director of Technical and Adult Education
Michael Brizendine, Principal, Poinciana High School
George Sullivan, Principal, St. Cloud High School
Sonia Vazquez, Coordinator of Charter and Choice Schools

SPECIAL PROGRAMS COMMITTEE

Penny Collins, Director of Exceptional Student Education
Dalia Medina, Coordinator of Multicultural Education
Don L. Miller, Director of Special Programs
Beth Rattie, Coordinator of Alternative Programs
Sonia Vazquez, Coordinator of Charter and Choice Schools

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I. ENTRY AND ATTENDANCE REQUIREMENTS

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.

A. Initial Entry Requirements

It is the responsibility of parent(s)/ guardian(s) of students entering Osceola County schools for the first time to present the following at the time of registration:

1. Evidence of Age *Amended 6/27/95*

Florida Statute 232.03 requires that students enrolling in Kindergarten or the first grade must present evidence of their age. Evidence submitted shall be a valid birth certificate, or other documentation of birth, as listed in Florida Statute 232.03.

Florida Statute 232.03

Evidence of date of birth required –

Before admitting a child to prekindergarten or kindergarten, the principal shall require evidence that the child has attained the age at which he or she should be admitted in accordance with the provisions of Section 232.01, Florida Statutes. The superintendent may require evidence of the age of any child whom he or she believes to be within the limits of compulsory attendance as provided for by law. If the first prescribed evidence is not available, the next evidence obtainable in the order set forth below shall be accepted:

- (1) A duly attested transcript of the child's birth record filed according to law with the public officer charged with the duty of recording births;*
- (2) A duly attested transcript of a certificate of baptism showing the date of birth and place of baptism of the child, accompanied by an affidavit sworn to by the parent;*
- (3) An insurance policy on the child's life which has been in force for at least 2 years;*
- (4) A bona fide contemporary Bible record of the child's birth accompanied by an affidavit sworn to by the parent;*
- (5) A passport* or certificate of arrival in the United States showing the age of the child;*
- (6) A transcript of record of age shown in the child's school record of at least 4 years prior to application, stating date of birth; or*
- (7) If none of these evidences can be produced, an affidavit of age sworn to by the parent, accompanied by a certificate of age signed by a public health officer or by a public school physician, or, if neither of these shall be available in the county, by a licensed practicing physician designated by the school board, which certificate shall state that the health officer or physician has examined the child and believes that the age as stated in the affidavit is substantially correct.*

*If a passport or immigration document is used as evidence of age, it may not be duplicated. Only a notation may be placed in the student's record. *Adopted 6/27/00.*

2. Health Requirements – Initial Entry

a. Certificate of Physical Examination *Amended 6/30/92*

A certificate of a physical examination within the twelve-month period immediately preceding enrollment shall be presented before a child is allowed to attend classes. The certificate shall be signed by a licensed practicing physician, or an Advanced Registered Nurse Practitioner certifying that the pupil has no contagious or communicable disease which would warrant the pupil's exclusion from public schools. A Physician's Assistant operating under the supervision of Osceola County Public Health Director may also sign the certificate. *Amended 6/27/95*

Students, other than children of military personnel, transferring from a foreign country must possess an examination certificate issued within the United States.

Exceptions:

- The pupil was previously enrolled in a Florida school.
- Parental objections on religious grounds are in writing.

b. Proof of Tuberculin Test

Any enrollee returning from an area outside of the Continental United States, regardless of grade level, must present evidence of a Tuberculin test, with a negative reading, administered within the last twelve months before class attendance will be allowed. A student who has a positive reading on any Tuberculin test will be required to submit to a chest X-ray. The student will not be allowed to enroll until a licensed physician certifies that the student may attend class. *Amended 7/23/91, 6/27/95 & 7/21/98*

For purposes of this rule the following United States territories are considered to be a part of the Continental United States:

- America Samoa
- Guam
- Puerto Rico
- Trust Territories of the Pacific
- Virgin Islands

c. Immunization

Amended 7/21/98

Each pupil who is otherwise entitled to admittance to an Osceola County School, shall be required to present a certificate of immunization on a Florida form, showing that the student has received inoculations for those communicable diseases for which immunization is required by the Division of Health, and Florida Statute 232.032.

Students who have not received the required immunizations as stipulated by state law and who have not received a statutory exemption will be temporarily excluded from school until such immunizations have been administered.

Adopted 9/7/99

Required Immunizations:

- five (5) DP's
- four (4) Polio
- two (2) MMR's (First dose is valid if given on or after first birthday.)

Amended 9/7/99, 6/27/00, 6/19/01, & 07/01/02

Pre-K *Amended 07/01/02*

All required immunizations appropriate to age, including the Hepatitis B, Varicella (Chicken Pox), and Haemophilus Influenza Type B (HIB). Varicella vaccine is not required if a child has documentation of a history of varicella disease. A second MMR is not required if the student is under age four (4).

Kindergarten- Grade 1 *Amended 07/01/02*

All required immunizations and Hepatitis B (series of 3) and Varicella. Varicella vaccine is not required if a child has documentation of a history of varicella disease.

Grades 2-4 *Amended 07/01/02*

All required immunizations and Hepatitis B (series of 3)

Grades 5 *Amended 07/01/02*

All required immunizations

Exceptions may be granted as follows:

- parental objections in writing on religious grounds,
- written certification for exemption for medical reasons by a competent medical authority or the Division of Health.

3. Residency Requirements *Amended 6/29/93 & 6/27/95, Revised 7/21/98*

A resident parent or guardian admitting a pupil to an Osceola County School shall produce **two (2) documents from the following categories:**

- mortgage document, rental or lease agreement, property tax records;
- notarized statement signed by the owner of the home in which the parent resides with supporting documents from the owner such as a mortgage, rental or lease agreement, or property tax records;
- current utility bill;
- income tax records;
- proof of receipt of government benefits.

If false and/or misleading information is presented in order to meet residency requirements, the child falsely registered shall be subject to immediate withdrawal from Osceola District Schools and required to register in the school in the assigned attendance zone or in the case of an out-of-district child, a school in the district of residence.

Any person knowingly providing false and/or misleading information may be liable for criminal charges under Florida Statutes.

B. School Admissions

1. Admission to Kindergarten

Children must attain the age of five (5) years on or before September 1 of the school year for which admission to kindergarten is sought. (*Florida Statute 232.01*)

2. Admission to First Grade

Children must attain the age of six (6) years on or before September 1 of the school year for which admission to first grade is sought or at any time thereafter, provided the child has demonstrated a readiness to enter the first grade in accordance with rules adopted by the State Board of Education. (*Florida Statute 232.01*)

Florida Statute 232.01

Regular school attendance required between ages of 6 and 16; permitted at age of 5; exceptions:

- (1)(a) *All children who have attained the age of 6 years or who will have attained the age of 6 years by February 1 of any school year or who are older than 6 years of age but who have not attained the age of 16 years, except as hereinafter provided, are required to attend school regularly during the entire school term.*
- (b) *Any child who has attained the age of 6 years on or before September 1 of the school year and who has enrolled in a public school or who has attained the age of 6 years on or before September 1 and has satisfactorily completed the requirements for kindergarten in a nonpublic school from which the district school board accepts transfer of academic credit, or who otherwise meets the criteria for admission or transfer in a manner similar to that applicable to other grades, shall progress according to the district's pupil progression plan. However, nothing in this section shall authorize the state or any school district to oversee or exercise control over the curricula or academic programs of nonpublic schools.*

No student shall be admitted to the first grade who has not attended kindergarten in a public school or satisfactorily completed kindergarten in a non-public school from which the district School Board accepts transfer of academic credit.

Any student presented for grade 1 enrollment who has successfully completed Kindergarten in a non public school which permitted entry earlier than the state minimum requirement (5 years old on or before September 1 of the school year) shall be enrolled in Kindergarten until such time as the student has demonstrated a readiness to enter the first grade.

C. Placement of Transfer Students

1. General Transfer Information

The school principal will determine placement of a student who transfers from other countries, counties, states, private schools or from a home education program. If a student transfers from a school or program other than a regionally accredited institution or with inadequate or incomplete records, placement will be based upon the information available, including any or all of the following:

- student's age,
- a review of all existing school records and home education records (e.g., student portfolio, annual evaluations),
- a review of the previous educational program including, but not limited to, time spent in a program and curriculum requirements of the program,
- a test on grade level or individual subject-area objectives or competencies to be identified by the principal,
- an interview with the student and/or the parent(s)/guardian(s) by the principal or designee(s),
- teacher judgment of classroom performance during a probationary period to be established by the principal.

2. Placement of Transfer Kindergarten and First Grade Students

Dates for the legal public school minimum entry age by state and territory (provided by the Florida Department of Education) should be used in accepting kindergarten and first grade transfer students according to *State Board Rule 6A-1.0985*.

State Board Rule 6A-1.0985

6A-1.0985 Entry into Kindergarten and First Grade by Out of State Transfer Students.

- (1) *Any student who transfers from an out-of-state public school and who does not meet regular age requirements for admission to Florida public schools shall be admitted upon presentation of the data required in subsection (3).*
- (2) *Any student who transfers from an out-of-state nonpublic school and who does not meet regular age requirements for admission to Florida public schools may be admitted if the student meets age requirements for public schools within the state from which he or she is transferring and if the transfer of the student's academic credit is acceptable under rules of the school board. Prior to admission, the parent or guardian must also provide the data required in subsection (3)*

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- (3) *In order to be admitted to Florida schools, such a student transferring from an out-of-state school must provide the following data:*
- a. *Official documentation that the parent(s) or guardian(s) was a legal resident(s) of the state in which the child was previously enrolled in school;*
 - b. *An official letter or transcript from proper school authority which shows record of attendance, academic information and grade placement of the student;*
 - c. *Evidence of immunization against communicable diseases as required in Section 232.032, Florida Statutes;*
 - d. *Evidence of date of birth in accordance with Section 232.03, Florida Statutes; and*
 - e. *Evidence of a medical examination completed within the last twelve (12) months in accordance with Section 232.0315, Florida Statutes.*

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Clarification of placement procedures for transfer kindergarten and first grade students from other states or countries is available through the Department of Student Services.

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3. **Placement of Transfer Students – Grades 2-5** *Amended 07/01/02*

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A student in grades 2-5 who transfers from any other public school in the United States or a foreign country is placed in comparable classes and all records from the previous school are accepted.

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4. **Students Who Are Not Residing with Their Natural Parents or Legal Guardians**

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Any student wishing to enroll in school who is not residing with his or her natural parent or legal guardian shall have the responsible adult with whom the student is living sign an Affidavit of Responsibility form available through Student Services at the District Office.

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The responsible adult shall present proof that he or she has parental consent or legal right to accept responsibility. Parental consent shall be notarized.

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5. **Student Custody**

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Any person or agency who has been given exclusive care, custody, or control over any student by order of any court having jurisdiction to enter such order, may provide a certified or otherwise authenticated copy of such order, Marriage Certificate, or other extraneous criteria not covered by specific rule, to the principal of the school in which each student is enrolled. The order shall be placed in the student's official records and thereafter such person or agency shall be recognized for all purposes as the sole parent or guardian of the student until such time as subsequent or additional orders changing such status are likewise provided.

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Implementation: 232.04, 232.01, 232.031, 232.032, 320.38, 322.031; SBR 6A-198; 228.212, 316.003 (62); 228.041 (1) (a), 228.061 (2); F.S.; SBR 6A-6.311 and 6A.6341 and 230.23 (4) (m), F.S.

6. Limited English Proficient (LEP) Students

For a student identified as Limited English Proficient (LEP) and transferring from a school in another country, placement must comply with appropriate procedures for students in the English for Speakers of Other Languages (ESOL) programs found in the *ESOL Program Procedures*.

Home Language Survey (HLS) Responses/Assessment Criteria

- A student with all NO responses on the HLS is considered non-Limited English Proficient (LEP).
- A student with any YES response is referred for additional English language proficiency assessment.
- A student with a YES response to question #1 only is **temporarily** placed in general education classes until English proficiency assessment occurs.
- A student with more than one YES response is temporarily placed in basic ESOL classes until English language proficiency assessment occurs.
- The state-approved age-appropriate IDEA Language Proficiency Test is used to assess oral/aural English ability and is to be administered within the first 20 days after the registration date.

5. Students with Disabilities

a. 504 Students

A transferring 504 student is a student who was previously enrolled in any other school or agency with an active 504 plan and who is enrolling in a Florida school district. Upon notification that a transferring student is one with an active 504 Plan, the receiving school must review the existing 504 Plan and must revise as needed.

b. Exceptional Student Education (ESE) Students

- A transferring ESE student is one who was previously enrolled as an ESE student in any other school or agency and who is enrolling in a Florida school district or in an educational program operated by the Exceptional Student Education Department through grants or contractual agreements.
- An ESE student who is transferring from one Florida public school district to the School District of Osceola County who has a current Individual Education Plan including Gifted Students (IEP/GEP) will be placed in the appropriate educational program(s) consistent with the plan. The receiving school **must** review and may revise the current IEP/GEP as necessary.
- An ESE student who is transferring from an out-of-state public school and has a current IEP as well as evaluation data necessary to determine that the student meets Florida's eligibility criteria for special programs

1 will be placed immediately in the appropriate educational programs(s)
 2 without temporary assignment. An ESE student who is transferring from
 3 another state and does not meet the district's criteria for dismissal from
 4 an ESE program will also be placed immediately in the appropriate
 5 educational program(s) without temporary assignment. In both cases, the
 6 receiving school **must** review the current IEP and may revise the
 7 document as necessary.

8

9 **D. Attendance Guidelines**

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 11 School attendance is the direct responsibility of parent(s)/guardian(s) as required by
 12 Florida Statute 232.09. All students are expected to attend school regularly and to be
 13 on time for classes in order to benefit from the instructional program and to develop
 14 habits of punctuality, self-discipline, and responsibility.

15
 16 Notes or telephone calls from parent(s)/guardian(s) are required either before or after
 17 an absence. It is the responsibility of the student to make up work missed because of
 18 absences. Students receiving out-of-school suspension **must** be assigned schoolwork
 19 that will cover content and skills taught during the duration of the suspension.
 20 Students are given one day for each absence to complete makeup work unless unusual
 21 circumstances indicate an extension. The principal or designee must approve any
 22 extension.

23

24 **1. Student Absences**

25
 26 Non-attendance in a class shall be considered an absence unless the student is
 27 participating in a school activity. Absences shall be classified as:

28

29 **a. Excused Absences**

30
 31 Absences shall be excused for the following reasons:

- 32 ▪ illness or injury of the student,
 - 33 ▪ illness, injury, or death in the immediate family of the student.
- 34 The immediate family shall be defined as listed in the United
 35 States Internal Revenue Service guidelines.

36
 37 If there is a reasonable doubt concerning the illness claimed, the principal
 38 shall be authorized to require a statement from an accepted medical authority.
 39 Failure to comply with this requirement shall result in the absence being
 40 "unexcused."

41
 42 The Principal of a school shall have sole discretion as to how absences shall
 43 be reported to the school. The parent or legal guardian shall report absences
 44 through a telephone call, a handwritten note, or both as determined by the
 45 Principal. *Adopted 6/19/01*

46
 47 In cases of excused absences, the student shall be allowed to make up the
 48 work and teachers of the students shall give every reasonable assistance.

1
2 Make-up work shall be completed during a period of time equal to at least
3 twice the time for which the absence is excused, unless the teacher allows
4 more time.
5

6 **b. Permitted Absences**
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8 “Permitted” absences may be granted. Only the principal shall have the
9 authority to grant “permitted” absences and then only after he or she has
10 considered the merits of each case. It shall be the principal’s responsibility to
11 give to the parents a copy of the School Board rules pertaining to permitted
12 absences.
13

14 Arrangements for make-up work shall be made in advance with the instructor
15 of classes to be missed. The student shall assume complete responsibility for
16 the make-up work. The teachers shall cooperate by making assignments,
17 grading materials, and recording grades. The teacher shall set a timeline for
18 receiving the student’s work for credit, and this timeline will not exceed twice
19 the number of days of absence.
20

21 **Examples of situations warranting “permitted” absences include:**

- 22 ▪ attendance at an important public function,
- 23 ▪ attendance at church meetings, or observances of religious
24 holidays,
- 25 ▪ travel with parents in urgent circumstances,
- 26 ▪ attendance at non-school conventions or conferences,
- 27 ▪ other situations with parental permission and the approval of the
28 principal, or
- 29 ▪ participation in a non-instructional activity.
30

31 **A student who wishes to participate in a non-instructional activity must:**

- 32 ▪ meet the academic requirements as set forth by the School Board,
- 33 ▪ make arrangements, in advance, with the teacher for missing
34 classes, and
- 35 ▪ accept the responsibility for making up time and work.
36

37 **c. Unexcused Absences**
38

39 All absences other than “excused” or “permitted” shall be deemed
40 “unexcused,” and a failing grade shall be recorded for the period of the
41 “unexcused” absence, except when students who are suspended from school
42 during grade period exams or semester exams, such students shall be allowed
43 to make up these exams.
44

- 45 ▪ Upon each unexcused absence, the Principal or designee shall
46 contact the student’s parent or guardian to determine the reason for
47 the absence.
48

- 1 ▪ If a student has had at least five (5) unexcused absences within a
2 calendar month or ten (10) unexcused absences within a ninety
3 (90) day calendar period, the student’s primary teacher shall report
4 to the principal or designee that the student may be exhibiting a
5 pattern of non-attendance. Unless there is clear evidence that the
6 absences are not a pattern of non-attendance, the case shall be
7 referred to a child study team to determine if early patterns of
8 truancy are developing. If the child study team finds that a pattern
9 of non-attendance is developing, whether the absences are excused
10 or not, a meeting with the parent must be scheduled to identify
11 potential remedies.
12
- 13 ▪ If the initial meeting with the parent does not resolve the problem,
14 the child study team shall implement specific interventions that
15 best address the problem.
16

17 The child study team shall be diligent in facilitating intervention
18 services and shall report the case to the Superintendent or his
19 designee only after all reasonable efforts to resolve the problem
20 have been exhausted.
21

- 22 ▪ If the parent, guardian, or other person in charge of the child
23 refuses to participate in the remedial strategies because he/she
24 believes that those strategies are unnecessary or inappropriate, the
25 parent, guardian, or other person in charge of the child may appeal
26 to the School Board. The School Board may provide a hearing
27 officer, who may be an employee of the School Board, in lieu of a
28 School Board hearing, who shall hear the case and make a
29 recommendation for final action to the School Board. If the
30 School Board’s final determination is that the strategies of the
31 child study team are appropriate, and the parent, guardian, or other
32 person in charge of the child still refuses to cooperate, the
33 Superintendent may seek criminal prosecution for noncompliance
34 with compulsory school attendance.
35
- 36 ▪ If a child subject to compulsory attendance will not comply with
37 attempts to enforce school attendance, the parent, guardian or
38 Superintendent or his designee shall refer the case to the case
39 staffing committee pursuant to Florida Statutes, and the
40 Superintendent or his designee may file a truancy petition pursuant
41 to procedures outlined in Florida Statutes. (*FS 984.12, 984.151*)
42

43 **2. Students with Disabilities**

44 **a. 504 Students**

45 In the case of a student with excessive absences, a 504 Reevaluation meeting
46 should be held to determine if the absences are caused by the disability of
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1 record on the active 504 Plan. If the 504 committee determines that the
2 absences are caused by the disability, the student's placement must be re-
3 evaluated as to the appropriateness of the current placement and the plan must
4 address any additional strategies and/or interventions needed.
5

6 If the 504 committee determines that the absences are not caused by the
7 disability, the student is treated in the same manner as that for a general
8 education student. Documentation of 504 Reevaluation meeting should be
9 kept on file.
10

11 **b. ESE Students**

12 All exceptional students will follow regular education attendance procedures.
13

14 In the case of an ESE Student with excessive absences, an IEP team meeting
15 must be conducted to determine whether or not the absences are related to the
16 student's disability. If the IEP team determines that the excessive absences
17 **are** related to the student's disability, the IEP team must determine a
18 reasonable course of action which may include the possible waiver of the
19 attendance guidelines in determining grades as well as a change of placement.
20

21 If the IEP team determines that the student's excessive absences **are not**
22 related to the student's disability, the student is treated in the same manner as
23 that for a general education student.
24

25 **3. Hospital/Homebound Program**

26 Parent(s)/guardian(s) may request that the principal consider eligibility for a
27 hospital/homebound program for a student with an illness predicted by
28 certified medical personnel to exceed 15 consecutive school days.
29

30 **4. Student Absences for Religious Reasons**

31 Students will be afforded an opportunity to make up missed work without
32 adverse school effects when absent because of a religious holiday. Within
33 five school days prior to an expected absence for religious reasons,
34 parent(s)/guardian(s) must notify the principal in writing and request that the
35 student be excused from attendance. A written excuse will not be required
36 upon return to school and no adverse or prejudicial effects will result for any
37 student availing her/himself of this provision. Students will be permitted to
38 make up missed work according to school procedures.
39

40 Should questions arise regarding this rule, principals will grant the
41 parent(s)/guardian(s) a conference. Parent(s)/guardian(s) may appeal the
42 principal's decision to the Superintendent should a conflict arise.
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E. Student Withdrawals

1. Student Withdrawals During the Last Two Weeks of the School Year

The parent(s)/guardians(s) of a student who leaves school **during** the last two weeks of the school year must show evidence that the withdrawal is necessary and the student must successfully complete assigned class work. Principals are authorized to make arrangements for the administration of any tests if appropriate.

Principals may waive the requirements for early withdrawal when unusual/extenuating circumstances require it.

2. Student Withdrawals for Enrollment in Home Education Programs

Florida Statute 232.02(1) permits parents to choose to place their children in a home instruction program in lieu of public school. The requirements of the law will be monitored through Student Service.

Revised 7/23/91, Amended 7/21/98 & 6/27/00

To withdraw a student for enrollment in a home education program, parent(s)/guardian(s) must initiate the withdrawal process at the school and notify the Superintendent of Schools in writing of the intent to provide home education for the student.

II. PROGRAM DESCRIPTION

A. Florida System of School Improvement and Accountability

The Sunshine State Standards (*6A-1.09401 State Board Rules*) are benchmark standards that describe what students should know and be able to do at four progression levels (grades PreK-2; 3-5; 6-8; 9-12) in the subjects of:

- | | |
|---------------------|------------------------|
| -- language arts | -- mathematics |
| -- science | -- social studies |
| -- foreign language | -- health education |
| -- the arts | -- physical education. |

Osceola District Schools shall provide appropriate instruction to assist students in the achievement of these standards. The Sunshine State Standards/Grade Level Expectations have been incorporated within the Osceola County Curriculum Frameworks and are on file in the Administrative Center and are in use at each school. *Adopted 9/17/96, Amended 6/15/99*

District Grade Level Expectations are based upon the state Grade Level Expectations and identify what each student should know and be able to do by the end of each grade.

- The following areas of study are required for each student, K-5: language arts, mathematics, science/health, and social studies.
- Florida Statute 233.061 requires elementary schools to provide instructional programs in character-development.
- Additional courses of studies may include, but shall not be limited to:
 - ✓ Art
 - ✓ Career Education
 - ✓ Computers
 - ✓ Conservation of Natural Resources
 - ✓ Developmental Physical Education
 - ✓ Foreign Language
 - ✓ Free Enterprise, Consumer, & Economic Education
 - ✓ Hispanic Contributions to the US
 - ✓ History of African Americans
 - ✓ History of the Holocaust
 - ✓ History of the State
 - ✓ Kindness to Animals
 - ✓ Library Science
 - ✓ Metric Education
 - ✓ Music
 - ✓ Safety
 - ✓ School Police Liaison Program
 - ✓ Women’s Contributions to the US

(Amended 6/27/00)

Florida Statute 233.061 Required Instruction –

(1) Each school district shall provide all courses required for high school graduation and appropriate instruction designed to ensure that students meet state board adopted standards in the following subject areas: reading and other language arts, mathematics, science, social studies, foreign languages, health and physical education, and the arts.

(2) Members of the instructional staff of the public schools, subject to the rules and regulations of the commissioner, the state board, and the school board, shall teach efficiently and faithfully, using the books and materials required, following the prescribed courses of study, and employing approved methods of instruction, the following:

(a) The content of the Declaration of Independence and how it forms the philosophical foundation of our government.

(b) The arguments in support of adopting our republican form of government, as they are embodied in the most important of the Federalist Papers.

(c) The essentials of the United States Constitution and how it provides the structure of our government.

(d) Flag education, including proper flag display and flag salute.

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- (e) The elements of civil government shall include the primary functions of and interrelationships between the Federal Government, the state, and its counties, municipalities, school districts, and special districts.*
- (f) The history of the Holocaust (1933-1945), the systematic, planned annihilation of European Jews and other groups by Nazi Germany, a watershed event in the history of humanity, to be taught in a manner that leads to an investigation of human behavior, an understanding of the ramifications of prejudice, racism, and stereotyping, and an examination of what it means to be a responsible and respectful person, for the purposes of encouraging tolerance of diversity in a pluralistic society and for nurturing and protecting democratic values and institutions.*
- (g) The history of African Americans, including the history of African peoples before the political conflicts that led to the development of slavery, the passage to America, the enslavement experience, abolition, and the contributions of African Americans to society.*
- (h) The elementary principles of agriculture.*
- (i) The true effects of all alcoholic and intoxicating liquors and beverages and narcotics upon the human body and mind.*
- (j) Kindness to animals.*
- (k) The history of the state.*
- (l) The conservation of natural resources.*
- (m) Comprehensive health education that addresses concepts of community health; consumer health; environmental health; family life, including an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy; mental and emotional health; injury prevention and safety; nutrition; personal health; prevention and control of disease; and substance use and abuse.*
- (n) Such additional materials, subjects, courses, or fields in such grades as are prescribed by law or by rules of the commissioner and the school board in fulfilling the requirements of law.*
- (o) The study of Hispanic contributions to the United States.*
- (p) The study of women's contributions to the United States.*
- (q) A character-development program in the elementary schools, similar to Character First or Character Counts. Such a program must be secular in nature and must stress such character qualities as attentiveness, patience, and initiative.*
- (r) In order to encourage patriotism, the sacrifices that veterans have made in serving our country and protecting democratic values worldwide. Such instruction must occur on or before Veterans' Day and Memorial Day. Members of the instructional staff are encouraged to use the assistance of local veterans when practicable.*
- (3) Any student whose parent or guardian makes written request to the school principal shall be exempted from the teaching of reproductive health or disease, including HIV/AIDS, its symptoms, development, and treatment. A student so exempted may not be penalized by reason of that exemption. Course descriptions for comprehensive health education shall not interfere with the local determination of appropriate curriculum which reflects local values and concerns.*

Student Performance - State Goal 3

A comprehensive program of general education based on Florida's System of School Improvement and Accountability, Goal 3, when implemented effectively enables students to make maximum use of their educational opportunities and to function effectively as productive individuals.

The School District of Osceola County Curriculum Guidelines also incorporate the Goal 3 Standards of Florida's System of School Improvement and Accountability.

Goal 3 emphasizes instruction that focuses on the first ten of the eleven Goal 3 Standards in order to help students apply specific content knowledge in real-world situations and become successful as:

- information managers,
- effective communicators,
- numeric problem solvers,
- creative and critical thinkers,
- responsible and ethical workers,
- resource managers,
- systems managers,
- cooperative workers,
- effective leaders, and
- multiculturally sensitive citizens.

The eleventh Goal 3 Standard states that, throughout a student's education, families will share the responsibility of accomplishing all the standards set in Goal 3.

B. Special Programs

1. Limited English Proficient (LEP) *Revised 7/21/98 & 6/27/00*

All students with limited English proficiency (LEP) must be appropriately identified in order to ensure the provision of appropriate services. Every student identified as LEP shall continue to receive appropriate instruction and funding as specified by the District LEP Plan, State Board Rules and Regulations, and Florida Statutes until such time as the student is reclassified as English proficient. Note: See the *School District of Osceola County Limited English Proficient Plan 1999* for full explanation of services and model. *Amended 6/27/00*

Home Language Survey (HLS) and identification criteria *Revised 6/27/00*

- A student with all NO responses on the HLS is considered non-limited English proficient.
- A student with any YES response is referred for English language proficiency assessment.
- A student with a YES response to question #1 only is temporarily placed in non-ESOL classes until English language proficiency assessment is completed.

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- A student with a YES response to question #2 and/or #3 is temporarily placed in ESOL classes until English language proficiency assessment is completed.
- The grade level appropriate Idea Oral Language Proficiency Test will be used to determine oral/aural English ability and is to be administered within the first 20 days after registration date.

Students in grades 4-12 found to be fluent English speaking will be given a nationally-normed, standardized reading and writing test, within 20 days of the oral/aural test for further assessment of their English ability.

- Exceptional students (ESE) with any YES response shall be reviewed by a joint ESE/LEP committee to determine appropriate ESOL assessment and placement.
- Pre-K students with any YES response are considered LEP until the English language assessment is administered in Kindergarten.
- PEEP Pre-K students with any YES responses shall be reviewed by a joint ESE/LEP committee to determine ESOL status.

Every Limited English Proficient student is entitled to equal access to all academic, categorical, and federal programs offered by the School District of Osceola County. The amount of time the LEP student is assigned to the program(s) shall be comparable to the time assigned to a non-LEP student under similar conditions. An updated LEP student's class schedule must be maintained in the LEP Portfolio as part of the student permanent record.
Adopted 6/27/00

Limited English Proficient students are taught by subject area teachers following the corresponding district curriculum. The instructional personnel provide appropriate and individualized instruction to students through the use of ESOL teaching strategies, appropriate instructional materials, curriculum modifications, and testing modifications. The ESOL modifications are documented in the teacher's lesson plans as evidence that understandable instruction is being provided. *Adopted 6/27/00*

Schools with fifteen (15) or more LEP students who speak the same home language must have at least one bilingual teacher assistant or bilingual teacher proficient in English and the home language of the students. The ESOL teacher assistant's (or bilingual teacher's) primary assignment is to offer the LEP students additional help in the basic content areas under the supervision of the basic subject area teacher. *Adopted 6/27/00*

2. Dropout Prevention Program (DOP)

The academic program for a DOP student may differ from traditional education programs and schools in scheduling, administrative structure, philosophy, curriculum, and/or setting. The DOP Program employs alternative teaching methodologies, curricula, learning activities, or diagnostic

1 and assessment procedures in order to meet the needs, interests, and talents of
2 eligible students.

3 4 **3. Gifted Education**

5 For a student enrolled in the gifted program a qualitatively different
6 curriculum consists of carefully planned, coordinated learning experiences
7 that extend beyond the basic curriculum to meet the specific learning needs of
8 the student. The elementary gifted education program is a one-day pullout
9 program and is offered in schools strategically located throughout the district.

10
11 Elementary students enrolled in the Gifted pullout program are classified in
12 attendance and should not be counted as absent. Classroom assignments are
13 given by the Gifted teacher. Students should not be required to make-up the
14 work missed in the regular class.

15 16 **4. Students with Disabilities**

17 **a. 504 Students**

18 Any alteration to the delivery of instruction of student assignments for a
19 504 student is the decision of the Section 504 Committee and must be
20 addressed in the 504 Plan. Parent(s)/guardian(s) of a 504 student must be
21 notified of any proposed changes and must be given the opportunity to
22 provide input on decisions made by the Section 504 Committee. Thus, the
23 individual student's Section 504 Plan documents the instructional
24 modifications required to ensure the student an equal opportunity to
25 master the general education curriculum.

26 27 **b. Exceptional Education Students**

28
29 **Exceptionalities include:** Educable Mentally Handicapped, Trainable
30 Mentally Handicapped, Profoundly Mentally Handicapped, Speech and/or
31 Language Impaired Deaf or Hard of Hearing, Visually Impaired,
32 Physically Impaired, Emotionally Handicapped, Specific Learning
33 Disabled, Gifted, Homebound or Hospitalized, Dual Sensory Impaired,
34 Autistic, PreKindergarten Students with Developmental Delays,
35 PreKindergarten Students with Established Conditions.

36 *Amended 7/23/91, 7/21/98 & 6/27/00*

37 38 **ESE Curriculum**

39 The curriculum for the elementary school Varying Exceptionalities,
40 Emotionally Handicapped (EH), and Educable Mentally Handicapped
41 shall be a regular education curriculum that follows the Florida Sunshine
42 State Standards with appropriate modifications. Direct Instruction,
43 Reading Mastery, Precision Teaching, and Whole Language are the
44 instructional approaches to be utilized to enhance curriculum acquisition.
45 Moderately and severely disabled students (Trainable Mentally
46 Handicapped, Profoundly Mentally Handicapped) will use a curriculum
47 appropriate for the developmental level of the students.

48 *Adopted 6/30/92 & Amended 6/27/95, 7/21/98, & 6/27/00.*

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For students with disabilities enrolled in ESE, their Individual Educational Plans (IEP's) specify the appropriate curriculum and unique aspects of their programs.

For the majority of these students, the general education standards and benchmarks should be based on their curriculum.

For some students, modified standards and/or benchmarks in one or more content areas may be more appropriate.

In all cases, the IEP team makes curriculum decisions. The IEP developed by the team specifies the curriculum for specific content areas. The IEP also addresses annual goals and short-term objectives to meet the unique needs of the student as well as appropriate classroom modifications. Modifications may be in the areas of curriculum, instruction, and assessment. Modifications listed on the IEP must be implemented as indicated.

5. Home Instruction

Florida Statute 232.02(1) permits parents to choose to place their children in a home instruction program in lieu of public school. The requirements of the law will be monitored through Student Services.

Revised 7/23/91, Amended 7/21/98 & 6/27/00

III. PROMOTION

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, and retention and good cause 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.

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.

A. Student Performance Levels for Reading, Writing, and Mathematics

Florida Statute 232.245 requires that the district define specific levels of performance in reading, writing, and mathematics for each grade level **except kindergarten**. These levels of performance will be used to identify students who **must** receive remediation and **may** be retained.

In compliance with School Board's Objective (Improve accepted measures of success annually) and *Florida Statute 232.245*, students will be identified as performing at one of three levels which indicates a student's achievement:

- above grade level,
- at grade level, or
- below grade level.

Performance levels are determined by various indicators that will include, but are not limited to, multiple measures using appropriate grade-level assessments as well as teacher judgment

1. Required Program of Study – Grades K-5

Grades K-5 promotion should be based on successful progress as indicated by report cards, District and State assessments, daily assignments, teacher observation, satisfactory performance in the grade level curriculum, and other data. *Amended 6/15/99 & 6/27/00*

2. Teacher Judgment

The teacher must provide compelling, verifiable evidence when student performance on appropriate grade-level assessments is not believed to be indicative of daily classroom performance.

Teacher judgment factors may include, but are not limited to:

- previous retentions,
- level of text at which student is successful,
- observations,
- checklists,
- student portfolios, or
- current grades/marks.

3. Possible Grade Level Assessments

Kindergarten Indicators

A screening program for all kindergarten students will be administered yearly. This screening should be done within the first 20 days of enrollment. Results of this screening will identify students who will be considered for further screening and psychological testing to determine if special placement is indicated. *Amended 6/29/93 & 6/27/00*

- 1 ▪ The Kindergarten Readiness Survey
- 2 ▪ Word Recognition Checklist
- 3 ▪ District-adopted mathematics program assessments
- 4 ▪ Diagnostic Assessments of Reading (DAR)
- 5 ▪ Early Reading Diagnostic Assessments (ERDA)
- 6 ▪ District Phonemic Awareness Inventory
- 7 ▪ Letter and word recognition check list
- 8 ▪ STAR Early Literacy Assessment

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First Grade Assessments

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- 11 ▪ Word Recognition Checklist
- 12 ▪ Reading Running Record(s)
- 13 ▪ District-adopted mathematics program assessments
- 14 ▪ District-adopted science program assessments
- 15 ▪ Basal reading program assessments
- 16 ▪ Stanford Achievement Test, Ninth Edition (SAT-9)
- 17 ▪ STAR Reading test
- 18 ▪ STAR Math test
- 19 ▪ DAR
- 20 ▪ ERDA
- 21 ▪ Gates-MacGinitie Reading Test
- 22 ▪ Diagnostic Reading Assessment (DRA)

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Second Grade Assessments

- 25 ▪ Reading Running Record(s)
- 26 ▪ District-adopted mathematics program assessments
- 27 ▪ District-adopted science program assessments
- 28 ▪ Basal reading program assessments
- 29 ▪ SAT-9
- 30 ▪ STAR Reading test
- 31 ▪ STAR Math test
- 32 ▪ DAR
- 33 ▪ ERDA
- 34 ▪ Gates-MacGinitie Reading Test
- 35 ▪ DRA

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Third Grade Assessments

- 38 ▪ Reading Running Record(s)
- 39 ▪ Osceola Writes (narrative and expository prompts)
- 40 ▪ District-adopted mathematics program assessments
- 41 ▪ District-adopted science program assessments
- 42 ▪ Basal reading program assessments
- 43 ▪ SAT-9
- 44 ▪ STAR Reading test
- 45 ▪ STAR Math test
- 46 ▪ DAR
- 47 ▪ ERDA
- 48 ▪ Gates-MacGinitie Reading Test

- 1 ▪ DRA
- 2 ▪ Florida Comprehensive Assessment Test -- Sunshine State Standards
- 3 (FCAT-SSS) Reading
- 4 ▪ FCAT-SSS Mathematics
- 5 ▪ Florida Comprehensive Assessment Test -- Norm-Referenced Test
- 6 (FCAT-NRT) Reading
- 7 ▪ FCAT-NRT Mathematics

Fourth Grade Assessments

- 10 ▪ Reading Running Record(s)
- 11 ▪ Osceola Writes (narrative and expository prompts)
- 12 ▪ District-adopted mathematics program assessments
- 13 ▪ District-adopted science program assessments
- 14 ▪ Basal reading program assessments
- 15 ▪ SAT-9
- 16 ▪ STAR Reading test
- 17 ▪ STAR Math test
- 18 ▪ Gates-MacGinitie Reading Test
- 19 ▪ FCAT-SSS Reading
- 20 ▪ FCAT-SSS Mathematics
- 21 ▪ FCAT Writes
- 22 ▪ FCAT-NRT Reading
- 23 ▪ FCAT-NRT Mathematics

Fifth Grade Assessments

- 26 ▪ Reading Running Record(s)
- 27 ▪ District-adopted mathematics program assessments
- 28 ▪ District-adopted science program assessments
- 29 ▪ Basal reading program assessments
- 30 ▪ SAT 9
- 31 ▪ STAR Reading test
- 32 ▪ STAR Math test
- 33 ▪ Gates-MacGinitie Reading Test
- 34 ▪ FCAT-SSS Reading
- 35 ▪ FCAT-SSS Mathematics
- 36 ▪ FCAT Science (upon completion by the State)
- 37 ▪ FCAT-NRT Reading
- 38 ▪ FCAT-NRT Mathematics

Promotion of ESE Students

Students enrolled in exceptional student programs shall be promoted on the basis of the acquisition of skills in accordance with the student's Individual Education Plan and the mastery of Revised Performance Standards for each exceptionality. The exceptional education teacher will use the Revised Performance Standards for the assigned exceptionality to document the progress of the student. Documentation of standards must start when the student is initially placed into an exceptional student education program. *Amended 6/28/94, 6/27/95, & 7/21/98*

1 **B. STUDENT PERFORMANCE LEVEL CHARTS**

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See following pages.

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**READING, WRITING AND MATHEMATICS END-OF-YEAR DECISION MAKING
PROMOTION - REMEDIATION - RETENTION**

Kindergarten

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<i>Classroom Performance</i>	Factors to Consider when Decision Making					Decisions for Next Year	
	<i>Student Performance Level</i>	<i>DRA Guided Reading Levels</i>			<i>Did the student have an AIP this year?</i>	<i>Remediation Required Next Year?</i>	<i>Promote or Retain?</i>
Teacher Judgment Reading series daily performance and assessment results Math series daily performance and assessment results							
Diagnostic Assessment of Reading (DAR) Results	Above Grade Level	Level 3 and above <small>(90% accuracy)</small>			No	No	Promote to Grade 1
Diagnostic Reading Assessment (DRA) Results	At Grade Level	Level 1,2 <small>(90% accuracy)</small>			No	No	Promote to Grade 1
Early Reading Diagnostic Assessment (ERDA) Results							
LEP Students-English Language Development	Below Grade Level	Level A and below			Yes	Requires a new AIP	Write an AIP if remediation is indicated or promote and closely monitor
ESE-IEP performance goals and assessments	Minimally <small>(up to 6 months)</small>	<small>(90% accuracy)</small>			No	Write an AIP or closely monitor	
Helping One Student To Succeed (HOSTS)	Below Grade Level	Unable to read			Yes	Requires a new AIP	Retain with AIP or Promote with AIP <small>if there is compelling verifiable evidence that assessment results do not reflect classroom performance</small>
Early Literacy (Reading Renaissance testing program)	Considerably <small>(6 months to a year)</small>	Level A			No	Must have an AIP	
Parent conference and consultation							
Principal Recommendation	Below Grade Level	Unable to read			Yes	Requires a new AIP	Retain with AIP or Promote with AIP <small>if there is compelling verifiable evidence that assessment results do not reflect classroom performance</small>
	Substantially <small>(more than a year)</small>	Level A			No	Must have an AIP	

**READING, WRITING AND MATHEMATICS END-OF-YEAR DECISION MAKING
PROMOTION - REMEDIATION - RETENTION**

Grade One

Classroom Performance	Factors to Consider when Decision Making					Decisions for Next Year	
	Student Performance Level	DRA Guided Reading Levels	SAT-9 Reading & Math or Gates Reading	Classroom form of Osceola Writes	Did the student have an AIP this year?	Remediation Required Next Year?	Promote or Retain?
Teacher Judgment							
STAR Results							
Reading series daily performance and assessment results							
Math series daily performance and assessment results	Above Grade Level	Level 18 and above (90% accuracy)	Stanine 7, 8, or 9	6.0, 5.0, 5.5	No	No	Promote to Grade 2
Diagnostic Assessment of Reading (DAR) Results							
Diagnostic Reading Assessment (DRA) Results	At Grade Level	Level 14-16 (90% accuracy)	Stanine 4, 5, or 6	4.0, 4.5, 3.0, 3.5	No	No	Promote to Grade 2
Early Reading Diagnostic Assessment (ERDA) Results							
Gates-MacGinitie Results	Below Grade Level	Level 10-12 (90% accuracy)	Stanine 3	2, 2.5	Yes	Requires a new AIP	Write an AIP if remediation is indicated or promote and closely monitor
LEP Students-English Language Development	Minimally (up to 6 months)				No	Write an AIP or closely monitor	
ESE-IEP performance goals and assessments							
Helping One Student To Succeed (HOSTS)	Below Grade Level	Level 6-8 (90% accuracy)	Stanine 2	1, 1.5	Yes	Requires a new AIP	Retain with AIP or Promote with AIP if there is compelling verifiable evidence that assessment results do not reflect classroom performance
Soar to Success Program	Considerably (6 months to a year)				No	Must have an AIP	
Parent conference and consultation							
Principal Recommendation	Below Grade Level	Level 3-4 and below (90% accuracy)	Stanine 1	0	Yes	Requires a new AIP	Retain with AIP or Promote with AIP if there is compelling verifiable evidence that assessment results do not reflect classroom performance
	Substantially (more than a year)				No	Must have an AIP	

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**READING, WRITING AND MATHEMATICS END-OF-YEAR DECISION MAKING
PROMOTION - REMEDIATION - RETENTION**

Grade Two

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Grade Two							
<i>Classroom Performance</i>	Factors to Consider when Decision Making					Decisions for Next Year	
	<i>Student Performance Level</i>	<i>DRA Guided Reading Levels</i>	<i>SAT-9 Reading & Math or Gates Reading</i>	<i>Classroom form of Osceola Writes</i>	<i>Did the student have an AIP this year?</i>	<i>Remediation Required Next Year?</i>	<i>Promote or Retain?</i>
Teacher Judgment							
STAR Results							
Reading series daily performance and assessment results							
Math series daily performance and assessment results	Above Grade Level	Level 30 and above <small>(90% accuracy)</small>	Stanine 7, 8, or 9	6.0, 5.0, 5.5	No	No	Promote to Grade 3
Diagnostic Assessment of Reading (DAR) Results	At Grade Level	Level 24-28 <small>(90% accuracy)</small>	Stanine 4, 5, or 6	4.0, 4.5, 3.0, 3.5	No	No	Promote to Grade 3
Diagnostic Reading Assessment (DRA) Results							
Early Reading Diagnostic Assessment (ERDA) Results	Below Grade Level				Yes	Requires a new AIP	Write an AIP if remediation is indicated or promote and closely monitor
Gates-MacGinitie Results	Minimally (up to 6 months)	Level 18-20 <small>(90% accuracy)</small>	Stanine 3	2, 2.5	No	Write an AIP or closely monitor	
LEP Students-English Language Development							
ESE-IEP performance goals and assessments	Below Grade Level				Yes	Requires a new AIP	Retain with AIP or
Helping One Student To Succeed (HOSTS)	Considerably (6 months to a year)	Level 14-16 <small>(90% accuracy)</small>	Stanine 2	1, 1.5	No	Must have an AIP	Promote with AIP if there is compelling verifiable evidence that assessment results do not reflect classroom performance
Soar to Success Program							
Parent conference and consultation	Below Grade Level	Level 12 and below			Yes	Requires a new AIP	Retain with AIP or
Principal Recommendation	Substantially (more than a year)	Level 12 and below <small>(90% accuracy)</small>	Stanine 1	0	No	Must have an AIP	Promote with AIP if there is compelling verifiable evidence that assessment results do not reflect classroom performance

**READING, WRITING AND MATHEMATICS END-OF-YEAR DECISION MAKING
PROMOTION - REMEDIATION - RETENTION**

EFFECTIVE 07-01-02

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Grade Three							
Classroom Performance	Factors to Consider when Decision Making					Decisions for Next Year	
	Student Performance Level	FCAT-SSS Reading & Math	FCAT-NRT Reading & Math or SAT-9 or Gates Reading	Osceola Writes	Did the student have an AIP this year?	Remediation Required Next Year?	Promote or Retain?
Teacher Judgment STAR Results Reading series daily performance and assessment results Math series daily performance and assessment results Diagnostic Assessment of Reading (DAR) Results Diagnostic Reading Assessment (DRA) Results Early Reading Diagnostic Assessment (ERDA) Results Gates-MacGinitie Results LEP Students-English Language Development ESE-IEP performance goals and assessments Helping One Student To Succeed (HOSTS) Soar to Success Program Parent conference and consultation Principal Recommendation	Above Grade Level	Level 4 or 5	Stanine 7, 8, or 9	6.0, 5.0, 5.5	No	No	Promote to Grade 4
	At Grade Level	Level 3	Stanine 4, 5, or 6	4.0, 4.5, 3.0, 3.5	No	No	Promote to Grade 4
	Below Grade Level	Level 2	Stanine 3	2, 2.5	Yes	Requires a new AIP	Write an AIP if remediation is indicated or promote and closely monitor
	Minimally (up to 6 months)				No	Write an AIP or closely monitor	
	Below Grade Level	Level 1	Stanine 2	1, 1.5	Yes	Requires a new AIP	Retain with AIP* or Promote with AIP (Document good cause)
	Considerably (6 months to a year)				No	Must have an AIP	
	Below Grade Level	Level 1	Stanine 1	0	Yes	Requires a new AIP	Retain with AIP* or Promote with AIP (Document good cause)
	Substantially (more than a year)				No	Must have an AIP	

***Mandatory Retention:** Students who have been identified as having reading deficiencies in grades 1, 2, and 3, AND who have received remediation but score at Achievement Level 1 on Grade 3 FCAT-SSS Reading AND who score at a national percentile rank below the 25th percentile on the SAT-9 or FCAT-NRT in Reading Comprehension **must be retained**, unless the School Board exempts the student from this mandatory retention for good cause.

**READING, WRITING AND MATHEMATICS END-OF-YEAR DECISION MAKING
PROMOTION - REMEDIATION - RETENTION**

Grade Four

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<i>Classroom Performance</i>	Factors to Consider when Decision Making					Decisions for Next Year	
	<i>Student Performance Level</i>	<i>FCAT-SSS Reading & Math</i>	<i>FCAT-NRT Reading & Math or SAT-9 or Gates Reading</i>	<i>FCAT Writing or Osceola Writes</i>	<i>Did the student have an AIP this year?</i>	<i>Remediation Required Next Year?</i>	<i>Promote or Retain?</i>
Teacher Judgement							
STAR Results							
Reading series daily performance and assessment results	Above Grade Level	Level 4 or 5	Stanine 7, 8, or 9	6.0, 5.0, 5.5	No	No	Promote to Grade 5
Math series daily performance and assessment results							
Gates-MacGinitie Results	At Grade Level	Level 3	Stanine 4, 5, or 6	4.0, 4.5, 3.0, 3.5	No	No	Promote to Grade 5
LEP Students-English Language Development							
ESE-IEP performance goals and assessments	Below Grade Level	Level 2	Stanine 3	2, 2.5	Yes	Requires a new AIP	Write an AIP if remediation is indicated or promote and closely monitor
	Minimally (up to 6 months)				No	Write an AIP or closely monitor	
Helping One Student To Succeed (HOSTS)							
Soar to Success Program	Below Grade Level	Level 1	Stanine 2	1, 1.5	Yes	Requires a new AIP	Retain with AIP or
	Considerably (6 months to a year)				No	Must have an AIP	Promote with AIP if there is compelling verifiable evidence that assessment results do not reflect classroom performance
Parent conference and consultation							
Principal Recommendation	Below Grade Level	Level 1	Stanine 1	0	Yes	Requires a new AIP	Retain with AIP or
	Substantially (more than a year)				No	Must have an AIP	Promote with AIP if there is compelling verifiable evidence that assessment results do not reflect classroom performance

**READING, WRITING AND MATHEMATICS END-OF-YEAR DECISION MAKING
PROMOTION - REMEDIATION - RETENTION**

Grade Five

<i>Classroom Performance</i>	Factors to Consider when Decision Making					Decisions for Next Year	
	<i>Student Performance Level</i>	<i>FCAT-SSS Reading & Math</i>	<i>FCAT-NRT Reading & Math or SAT 9 or Gates Reading</i>	<i>Osceola Writes</i>	<i>Did the student have an AIP this year?</i>	<i>Remediation Required Next Year?</i>	<i>Promote or Retain?</i>
Teacher Judgement							
STAR Results							
Reading series daily performance and assessment results	Above Grade Level	Level 4 or 5	Stanine 7, 8, or 9	6.0, 5.0, 5.5	No	No	Promote to Grade 6
Math series daily performance and assessment results							
Gates-MacGinitie Results	At Grade Level	Level 3	Stanine 4, 5, or 6	4.0, 4.5, 3.0, 3.5	No	No	Promote to Grade 6
LEP Students-English Language Development							
ESE-IEP performance goals and assessments	Below Grade Level	Level 2	Stanine 3	2, 2.5	Yes	Requires a new AIP	Write an AIP if remediation is indicated or promote and closely monitor
Helping One Student To Succeed (HOSTS)	Minimally (up to 6 months)				No	Write an AIP or closely monitor	
Soar to Success Program	Below Grade Level	Level 1	Stanine 2	1, 1.5	Yes	Requires a new AIP	Retain with AIP or Promote with AIP if there is compelling verifiable evidence that assessment results do not reflect classroom performance
Parent conference and consultation	Considerably (6 months to a year)				No	Must have an AIP	
Principal Recommendation	Below Grade Level	Level 1	Stanine 1	0	Yes	Requires a new AIP	Retain with AIP or Promote with AIP if there is compelling verifiable evidence that assessment results do not reflect classroom performance
	Substantially (more than a year)				No	Must have an AIP	

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1 C. Promotion to a Higher Grade Level

2
3 The assignment of a student to a higher grade which results in the student's accelerated
4 promotion should be made on the basis of exceptionally high achievement or evidence that
5 the student will benefit more from the instructional program at the advanced grade level. The
6 Superintendent should authorize the assignment.

7
8 The assignment will occur at the end of a grading period agreed upon by both the sending
9 and receiving principal and the Director of Exceptional Student Education, if an exceptional
10 student is involved.

11 If an LEP student is involved, the LEP committee shall meet to document the student LEP
12 plan change.

13
14 After agreement has been reached regarding an exceptional student, an Individual Education
15 Plan meeting must be held prior to placement in the new assignment. The long-range
16 academic, social, and emotional effect of the decision shall be considered.

17
18 The principal has the responsibility for making such an assignment, but a student will not be
19 accelerated without parental consent. *Amended 6/30/91 & 6/27/00*

20
21 The student's cumulative record, report card, and permanent record must indicate,
22 "accelerated grade placement" and the name of the principal who made the placement.

23 *Amended 6/15/99*

24
25 Parents shall be notified in writing that their child is receiving an accelerated grade
26 placement to the next higher grade. A copy of this notification shall be placed in the
27 cumulative folder. Notices to parent/guardian of LEP students must be provided in the
28 primary language, whenever feasible. *Amended 6/27/00*

29 D. Academic Improvement Plan (AIP) Process

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31
32 As required by *Florida Statue 232.245(3)*, schools must provide a School District of Osceola
33 County *Academic Improvement Plan (AIP)* for students who do not meet district-set levels of
34 proficiency in reading, writing, and/or mathematics. (Science will be added upon
35 completion). Each Academic Improvement Plan must outline an intensive remedial program
36 in the area(s) of weakness designed to assist the student in meeting state and/or district
37 expectations for proficiency.

38 **The Academic Improvement Plan must clearly identify the:**

- 39 1. specific needs to be remediated,
- 40 2. success-based intervention strategies to be used, and
- 41 3. monitoring and reevaluation activities to be employed.

42 **1. Steps for Implementing the AIP**

43
44 Each student who does **not** meet the levels of performance as determined by the
45 district **must** be provided with additional diagnostic assessments to determine the
46 nature of the student's difficulty and areas of academic need.
47

- 1 ▪ Data from the additional assessments are to be used to formulate the student's
- 2 AIP.
- 3 ▪ Diagnosis and remediation will occur as soon as possible after a student has been
- 4 identified as deficient in reading, writing,
- 5 mathematics, and/or science (upon completion of science proficiency levels by
- 6 the State).
- 7 ▪ If the student identification occurs during the fourth marking period, the diagnosis
- 8 will be made at the beginning of the following school year with remediation
- 9 immediately following.

10 **Diagnostic assessments may include, but are not limited to:**

- 11 ▪ teacher assessments
- 12 ▪ text/placement tests
- 13 ▪ Osceola Writes
- 14 ▪ reading running records
- 15 ▪ diagnostic software
- 16 ▪ STAR Reading
- 17 ▪ STAR Math
- 18 ▪ DRA
- 19 ▪ DAR
- 20 ▪ ERDA.

21
22
23 Students in grades 2-5 whose performance in reading, writing, and/or mathematics

24 requires remediation **must** have an AIP or comparable individual academic plan.

- 25 ▪ Students whose performance is minimally below grade level may
- 26 need an AIP.
- 27 ▪ AIP's are required for kindergarten and first grade students who
- 28 are performing below grade level.

29
30 An existing AIP is to be **closed** at the conclusion of the school year.

- 31 ▪ At that time, the teacher(s) of the student who had an AIP is to
- 32 make recommendations regarding the student's educational
- 33 program for the following year.
- 34 ▪ The AIP should be placed in the student's permanent record at the
- 35 close of each year or at the time of student withdrawal.

36
37 If a student is to continue remediation during the following year, he or she is to

38 receive a **new AIP**.

- 39 ▪ The new AIP is to be developed through the collaboration of the
- 40 receiving teacher(s) and the parent(s)/guardian(s) and approved by
- 41 the principal.
- 42 ▪ Recommendations of the sending teacher(s) are to be reviewed as
- 43 part of the AIP progress.

44
45 **2. LEP Students – Academic Improvement Plan Process**

46 Limited English Proficient students who are unable to demonstrate mastery in

47 academic subject areas as described in the Pupil Progression Plan will be referred to

48 an Academic Improvement Plan/LEP committee. This committee will develop an

academic improvement plan for the student in accordance with the following guidelines and procedures: *Adopted 6/27/00*

- The reason for the academic under-performance of an LEP student must **not** imply that he/she needs an extra year to learn English or that it is due to the student's lack of English proficiency.
- Establish lack of academic progress in reading, writing and mathematics using a composite of indicators that includes, but is not limited to: grade level checklist, pre-tests and post-tests, alternative assessment results, previous academic records, diagnostic assessment in the home language, and any other appropriate indicator of academic progress.
- The first AIP/LEP committee meeting develops an academic improvement plan that includes a list of intensive remedial instructional strategies designed to assist the LEP student (NOTE: ESOL modifications are not considered remedial strategies).
- The second AIP committee meeting, with ESOL representation, is held within 18 weeks to review the effectiveness of the remedial strategies. If the LEP student does not make satisfactory progress, the curriculum may be suspended and intense remedial instruction in reading and/or mathematics is provided based on the student's deficiencies.
- If the LEP student still has not made satisfactory progress after implementing the academic improvement plan for at least 27 weeks, the LEP committee may recommend retention unless conditions exist such that retention would be more adverse for the student than promotion.
- The LEP Committee may exempt LEP students from the retention provision. The LEP student may be recommended for promotion based on at least three (3) good cause considerations such as educational background, academic ability in home/native language, number of years in the U.S., current academic progress corresponding to the language arts through ESOL manual, acculturation to new culture, home support, age appropriateness, and mobility.

3. Gifted Students

For a gifted student who is performing below grade level, it is not appropriate to develop an AIP. Modifications and/or interventions are to be addressed through the Gifted Educational Plan (GEP) process.

4. Students with Disabilities –Academic Improvement Plan Process

a. 504 Students

An AIP is to be written for a 504 student who is performing below grade level in reading, writing, or mathematics. However, if poor performance **is caused by** his or her disability, the AIP should be developed with the involvement of the parent(s)/guardian(s) and referred to in the 504 Plan.

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b. ESE Students – Academic Improvement Plan Process

34 Code of Federal Regulations Section 300.347

(a) *The IEP for each child with a disability must include:*

(1) *A statement of measurable annual goals, including benchmarks or short-term objectives, related to—*

(2)(I) *Meeting the child’s needs that result from the disability to enable the child to be involved in and progress in the general curriculum.*

When an ESE student is determined to be performing below grade level in reading, writing, or mathematics, the IEP Committee must be convened to revisit the IEP. The goals and objectives on the student’s IEP **must** address **all** of the student’s educational deficiencies, including the student’s below-grade-level performance. The deficiencies must be addressed by developing specific goals and objectives that directly correlate to **all** areas of deficiency.

In addition, the IEP Committee must consider developing an AIP to also address the student’s educational needs in reading, writing, and/or mathematics. The AIP should also be developed with the involvement of the parent(s)/guardian(s).

E. Remediation and Retention

Retention of students shall be limited to one (1) year in kindergarten, and one (1) year in the elementary school (1-5), and one year in the middle school unless the principal recommends additional retention based on information from a school assessment team. An appropriate placement, which differs from the present placement, must be considered for a student who has been retained two or more years.

Amended 7/21/98, 6/15/99, 6/27/00 & 6/19/01

Students in grades 1-5 who are identified as being considerably or substantially below grade level in reading, writing, mathematics, and/or science (once science proficiency levels are set by the State) **must** receive remediation and **may** be retained. However, students whose test scores and classroom performance indicate that they are almost at grade level may be promoted with close monitoring or promoted with an AIP.

The following options are available for students who have not met the levels of performance for pupil progression:

- remediate before the beginning of the next school year and promote,
- promote and remediate during the following year with more intensive intervention and remediation strategies identified in the revised Academic Improvement Plan,
- retain and remediate using an alternative program of instructional delivery.

The principal, upon ~~written~~ authority from the Superintendent, may administratively place a student who has been previously retained if the principal determines that standards have been met and the student will be able to benefit from instruction at the higher grade. If the

1 placement involves a new school, the assignment will occur at the time agreed upon by both
2 the sending and receiving principal. *Amended 6/15/99*

3
4 **Mandatory Retention**

5 *No student may be assigned to a grade level based solely on age or other factors that*
6 *constitute social promotion. Adopted 6/19/01*

7
8 Beginning with the 2002-2003 school year, students who do not score at Level 2 or higher on
9 the statewide assessment test in reading for Grade 3 **must** be retained unless he or she is
10 exempt from mandatory retention for good cause. (See Exemption From Mandatory
11 Retention (Good Cause) in Grade 3.) *Adopted 07/01/02*

12
13 Retention decisions will not be made on a single test score. *Adopted 6/19/01*

14
15 **F. Exemption from Mandatory Retention (Good Cause) in Grade 3**

16 *Adopted 07/01/02*

17
18 1. **Good cause exemptions** shall be limited to the following:

- 19
- 20 • Limited English proficient students who have had less than 2 years of instruction
21 in an English for Speakers of Other Languages program;
- 22
- 23 • Students with disabilities whose individual education plan indicates that
24 participation in the statewide assessment program is not appropriate, consistent
25 with the requirements of State Board of Education rule;
- 26
- 27 • Students who demonstrate an acceptable level of performance on an alternative
28 standardized reading assessment approved by the State Board of Education;
- 29
- 30 • Students who demonstrate, through a student portfolio, that the student is reading
31 on grade level as evidenced by demonstration of mastery of the Sunshine State
32 Standards in reading equal to at least a Level 2 performance on the FCAT;
- 33
- 34 • Students with disabilities who participate in the FCAT and who have an
35 individual education plan or a Section 504 plan that reflects that the student has
36 received the intensive remediation in reading for more than 2 years but still
37 demonstrates a deficiency in reading and was previously retained in kindergarten,
38 grade 1, or grade 2; OR
- 39
- 40 • Students who have received the intensive remediation in reading for 2 or more
41 years but still demonstrate a deficiency in reading and who were previously
42 retained in kindergarten, grade 1, or grade 2 for a total of 2 years. Intensive
43 reading instruction for students so promoted must include an altered instructional
44 day based upon an academic improvement plan that includes specialized
45 diagnostic information and specific reading strategies for each student. The
46 district school board shall assist schools and teachers to implement reading
47 strategies that research has shown to be successful in improving reading among
48 low performing readers.

1
2 2. **Requests for good cause exemptions** for students from the mandatory retention
3 requirement shall be made consistent with the following:

- 4
5 • Documentation shall be submitted from the student's teacher to the school
6 principal that indicates that the promotion of the student is appropriate and is
7 based upon the student's academic record. In order to minimize paperwork
8 requirements, such documentation shall consist only of the existing academic
9 improvement plan, individual educational plan, if applicable, report card, or
10 student portfolio.
11
12 • The school principal shall review and discuss such recommendation with the
13 teacher and make the determination as to whether the student should be promoted
14 or retained. If the school principal determines that the student should be
15 promoted, the school principal shall make such recommendation in writing to the
16 District Superintendent. The District Superintendent shall accept or reject the
17 school principal's recommendation in writing.
18

19 **G. Attendance for Promotion Grades K-5**

- 20
21 1. Students, to include LEP students, who miss more than fifteen (15) days per semester
22 will **not** be promoted except as follows:
23
24 ▪ If medical evidence is presented to the principal from a competent medical
25 authority to excuse absences in excess of fifteen (15) days.
26
27 ▪ Extenuating circumstances as determined by the principal based on
28 recommendations of teachers, counselors, or Student Services workers.
29
30 2. School activities shall not be counted as absences. Assigned work shall be turned in
31 on the day indicated by the teacher.
32

33 **H. Retention – Special Program Considerations**

34
35 1. **LEP Students**

Revised 6/27/00

- 36
37 ▪ An LEP student may be retained when there is lack of academic progress in grade
38 level concepts.
39 ▪ The LEP committee shall meet to document the evidence indicating lack of
40 academic progress and to recommend retention. The parent/guardian shall be
41 invited to attend.
42 ▪ The teacher(s) must show extensive documentation of the ESOL strategies used to
43 provide the student with understandable instruction.
44 ▪ The reason for retention **must not imply** the student needs an extra year to learn
45 English or that the under-performance is due to the child's limited English
46 proficiency.
47

1 **2. Students with Disabilities**

2
3 **a. 504 Students**

4
5 A student with a 504 Plan must meet the district levels of performance.
6 Parent(s)/guardian(s) must be notified if the student is being considered for
7 retention. A 504 Reevaluation committee must determine if the reason(s) for
8 retention is/are caused by the disability of record on the active Section 504
9 Plan. If the team determines that the below-grade-level performance is caused
10 by the disability, the student's placement must be re-evaluated. The re-
11 evaluation must include a review of the student's records, intellectual and
12 academic abilities, and other pertinent information provided by the student's
13 teacher.

14
15 If the team determines that the below-grade-level performance is not caused
16 by the disability, the student is treated in the same manner as that for a general
17 education student.

18
19 **b. ESE Students**

20
21 A student enrolled in ESE **must** meet the district performance levels **unless**
22 their IEP includes documentation that the student is unable to meet the levels
23 of performance, such as:

- 24 ▪ the student's demonstrated cognitive ability and behavior prevent
25 the student from completing required classwork and achieving the
26 *Sunshine State Standards* even with appropriate and allowable
27 classwork modifications,
- 28 ▪ the student is unable to apply or use academic skills at a minimal
29 competency level in the home or community.

30
31 A student enrolled in the ESE program(s) is considered to have met promotion
32 requirements when they have achieved the appropriate instructional goals of
33 the curriculum specified on their IEP. The primary responsibility for
34 determining each student's level of performance is that of the special program
35 teacher and the general education teacher.

36
37 Below are some of the factors that the IEP team may consider:

- 38 ▪ previous retention history,
- 39 ▪ current goals and objectives on the student's IEP,
- 40 ▪ social/emotional behavior,
- 41 ▪ attendance,
- 42 ▪ placement and a possible change in the current placement,
- 43 ▪ grades,
- 44 ▪ current accommodations/modifications/services.

45
46 Students who do not meet promotion requirements may be administratively placed in the
47 next grade level by the principal. When a student is being considered for administrative
48 placement which involves attendance at another school (for example, from elementary to

1 middle school) such placement shall be made only at the beginning of the school year.
 2 Exceptions to this rule may be made if the sending and receiving principals agree that an
 3 administrative placement during the school year is in the best interest of the student and
 4 when approved by the Superintendent.

5
 6 Retention of exceptional students shall be limited to one year in the elementary school grades
 7 unless otherwise determined by an Individual Education Planning (IEP) team.

8 *Amended 7/21/98*

10 I. Remediation Programs

12 1. Program Description

13 Remediation must be based on the results of diagnostic assessment(s) and it must be
 14 systematically embedded in the total educational program for the student. The daily
 15 instruction for the student will be modified based on both the diagnosis and the
 16 contents of the AIP or other educational plan(s) (e.g., IEP, LEP Plan). Remediation
 17 must include an instructional program that is not identical to that provided during the
 18 previous school year.

19
 20 The AIP must include one or more of the following instructional intervention
 21 strategies:

- 22 ■ tutoring
- 23 ■ classroom organization
- 24 ■ instructional alternatives
- 25 ■ assignment alternatives-adaptations
- 26 ■ ESE referral
- 27 ■ other (see *Florida Statute 232.245*).

29 *Florida Statute 232.245*

30 *Pupil progression; remedial instruction; reporting requirements.--*

31 *(1) It is the intent of the Legislature that each student's progression from one grade to another be determined, in part,*
 32 *upon proficiency in reading, writing, science, and mathematics; that school district policies facilitate such proficiency;*
 33 *and that each student and his or her parent or legal guardian be informed of that student's academic progress.*

34 *(2) Each district school board shall establish a comprehensive program for pupil progression which must include:*

35 *(a) Standards for evaluating each pupil's performance, including how well he or she masters the performance standards*
 36 *approved by the state board according to s. 229.565; and*

37 *(b) Specific levels of performance in reading, writing, science, and mathematics for each grade level, including the*
 38 *levels of performance on statewide assessments as defined by the Commissioner of Education, below which a student*
 39 *must receive remediation, or be retained within an intensive program that is different from the previous year's program*
 40 *and that takes into account the student's learning style. No student may be assigned to a grade level based solely on age*
 41 *or other factors that constitute social promotion. School boards shall allocate remedial and supplemental instruction*
 42 *resources first to students who fail to meet achievement performance levels required for promotion. The state board*
 43 *shall adopt rules to prescribe limited circumstances in which a student may be promoted without meeting the specific*
 44 *assessment performance levels prescribed by the district's pupil progression plan. Such rules shall specifically address*
 45 *the promotion of students with limited English proficiency and students with disabilities. A school district must consider*
 46 *an appropriate alternative placement for a student who has been retained 2 or more years.*

(3) Each student must participate in the statewide assessment tests required by s. 229.57. Each student who does not meet specific levels of performance as determined by the district school board in reading, writing, science, and mathematics for each grade level, or who does not meet specific levels of performance, determined by the Commissioner of Education, on statewide assessments at selected grade levels, must be provided with additional diagnostic assessments to determine the nature of the student's difficulty and areas of academic need. The school in which the student is enrolled must develop, in consultation with the student's parent or legal guardian, and must implement an academic improvement plan designed to assist the student in meeting state and district expectations for proficiency. Each plan must include the provision of intensive remedial instruction in the areas of weakness. Remedial instruction provided during high school may not be in lieu of English and mathematics credits required for graduation. Upon subsequent evaluation, if the documented deficiency has not been corrected in accordance with the academic improvement plan, the student may be retained. Each student who does not meet the minimum performance expectations defined by the Commissioner of Education for the statewide assessment tests in reading, writing, science, and mathematics must continue remedial or supplemental instruction until the expectations are met or the student graduates from high school or is not subject to compulsory school attendance.

(4) Any student who exhibits substantial deficiency in reading skills, based on locally determined assessments conducted before the end of grade 1 or 2, or based on teacher recommendation, must be given intensive reading instruction immediately following the identification of the reading deficiency. The student's reading proficiency must be reassessed by locally determined assessment or based on teacher recommendation at the beginning of the grade following the intensive reading instruction, and the student must continue to be given intensive reading instruction until the reading deficiency is remedied. If the student's reading deficiency, as determined by the locally determined assessment at grades 1 and 2, or by the statewide assessment at grade 3, is not remedied by the end of grade 4, and if the student scores below the specific level of performance on the statewide assessment test in reading, the student must be retained. The local school board may exempt a student from mandatory retention for good cause.

(5) Each district must annually report to the parent or legal guardian of each student the progress of the student towards achieving state and district expectations for proficiency in reading, writing, science, and mathematics. The district must report to the parent or legal guardian the student's results on each statewide assessment test. The evaluation of each student's progress must be based upon the student's classroom work, observations, tests, district and state assessments, and other relevant information. Progress reporting must be provided to the parent or legal guardian in writing in a format adopted by the district school board.

(6) The Commissioner of Education shall adopt rules pursuant to ss. 120.536(1) and 120.54 for the administration of this section.

(7) The Department of Education shall provide technical assistance as needed to aid school districts in administering this section.

2. K-5 Continuous Progress Program

The K-5 Continuous Progress Program provides immediate and ongoing assistance to students throughout the school year as needed. The K-5 Continuous Progress Program is designed to assist students in achieving adequate progress in the education program. The eligibility criteria for student participation in grades K-5 may include any combination of the following:

- teacher recommendation,
 - participation necessary to maintain continuous academic progress,
 - score within Achievement Level 1 or 2 on FCAT-SSS,
 - score in the lowest 25% of the FCAT-SSS,
 - score below the 25th percentile on SAT-9 or FCAT-NRT, or
 - in the case of a student with disabilities enrolled in ESE, recommendation of the IEP team.
- Adopted 07/01/02*

J. Summer School

1. LEP Students

All categories of Limited English Proficient (LEP) students in grades K-5 , including Limited English Proficient (LEP) students are eligible to attend Summer School for either academic or language maintenance needs, provided the services are rendered at the school. The following requirements must be met:

- The need for summer school attendance must be documented in the student's individual LEP Plan.
- The specific academic or language maintenance needs of the student must be listed in the student's individual LEP Plan.
- The student's LEP Plan will serve as the summer school LEP Plan.

2. ESE Students

The determination of Extended School Year (ESY) services is a decision of the Individual Educational Planning team and should be provided for the student if the skills learned during the school year will significantly jeopardized through regression without them.

Adopted 6/27/00

3. Home Education Students

Home education students may participate in summer school if it is available and if they meet the same eligibility requirements as established for all regularly attending students.

Students who expect to earn Summer School credit in a home education program must register with the Superintendent by the end of the first grading period (second week) of summer school.

IV. REPORTING STUDENT PROGRESS

A. Parent(s)/Guardian(s) – Written Notification Requirements

Florida Statute 232.24521 requires that district report cards for all elementary school students must clearly grade or mark:

- the student's academic performance in each class or course in grades 1-12 (based upon examinations as well as written papers, class participation and other academic performance criteria);
- the student's conduct and behavior; and
- the student's attendance, including absences and tardiness.

The student's final report card for a school year shall contain a statement indicating end-of-year status regarding performance or nonperformance at grade level, acceptable or unacceptable behavior and attendance and promotion or nonpromotion.

B. Report Cards

- All schools shall use a standard report card appropriate for the level (K, 1-2, 3-5) as the primary means of reporting student progress.
- With the approval of the Superintendent and the School Board, schools may develop additional or supplementary instruments, which may be used in conjunction with the standard report card.
Amended 7/29/97 & 6/25/99
- Report cards shall be issued for all students, K-5, at the close of each grading period.
Amended 6/30/92
- Progress Reports may be issued at the end of the extended year programs and services, i.e., summer school, Saturday school, before and after school programs.
Adopted 6/27/00
- Parents are to be notified in writing at any time during a grading period when it is apparent that the student may not pass or is performing unsatisfactorily in any course or grade level. The county Deficiency/Progress Report and/or approved electronic Progress Report form will be used for this notification.
Amended 6/15/99 & 6/27/00

Report cards for Limited English Proficient (LEP) students must be in the primary language of the parent/guardian, whenever feasible. *Amended 7/27/00* These primary language report cards are to be attached to the English report card.

C. General Rules of Marking

Report Card Grades:

1. Report card grades are to provide the student and the student's parents(s)/guardians(s) with an objective evaluation of the student's scholastic achievement, and effort.
 - Marks are based on the quality of student performance relative to expected levels of achievement of the Sunshine State Standards.
 - The student's academic grades are to reflect academic achievement. The quality of the work will be assessed by multiple measures that include, but not limited to:
 - teacher observations (oral presentations or reports, speeches, recitations, impromptu speaking, student participation and demonstrations);
 - classroom assignments (reports, term or research papers, models, projects, exhibits, posters, computer programs and homework);
 - examinations (essay, multiple-choice and completion tests, oral tests and skill tests requiring demonstrations);
 - alternative methods (portfolios and performance assessment).
2. A sufficient number of grades/marks will be recorded to justify the marking-period grade/mark. A marking-period grade is not based solely on a single project. Passing grades on report cards indicate that the student is working

1 within a range acceptable for the grade or subject, unless the subject is clearly
2 identified as remedial.

- 3
- 4 3. To receive a report card a student shall have been enrolled in school at least ½
5 of the forty-five day grading period as established by the official school
6 calendar. If an elementary student is enrolled for less than one-half (1/2) of
7 the forty-five day grading period, a report card shall be issued, but a grade is
8 not required. The report card needs to reflect the date of entry and attendance
9 record. If a student withdraws, he shall be issued a grade on the withdrawal
10 form as of the date of withdrawal. *Amended 7/2/96 & 6/27/00*
- 11
- 12 4. Students are to receive grades in all subjects in which they have received
13 instruction that grading period.
- 14
- 15 5. If the principal of a school feels it is necessary to change a pupil's grade in
16 any subject at the end of a grading period, the principal shall consult with the
17 teacher regarding the necessary change. If the change is made after official
18 notification has been made to the parents, a copy of the principal's reasons
19 shall be placed in the pupil's cumulative folder.
- 20

21 **D. Description and Definition of Marks**

22

23 Schools shall adhere to the following evaluation plan for grading and reporting pupil
24 progress. The same evaluation plan applies to Limited English Proficient (LEP).
25 *Amended 6/15/99, 6/27/00, & 6/19/01*

26

27

28 **Kindergarten – Grade 5**

29	+	Demonstrates Consistently
30	/	Learning and Developing
31	-	Area of Concern
32	*	Working Below Grade Level
33	#	Modified Curriculum

34

35

36 **Grades 1-2**

37 Reading, mathematics, language/writing, science, and social studies will be evaluated
38 using the following criteria:

39	O	Outstanding
40	S	Satisfactory
41	N	Needs Improvement

42

43

44 **Grades 3-5**

45 Effective July 1, 2001, Grades 3-5 will be given corresponding letter grades in subject
46 areas of reading, language/writing, science, social studies, and mathematics using the
47 scale below: *Amended 6/19/01*

48

49

<u>Grade</u>	<u>Percent</u>	<u>Definition</u>
A	90-100	outstanding progress
B	80-89	above average progress
C	70-79	adequate progress
D	60-69	lowest acceptable progress
F	0-59	failure
I	0	incomplete

If an "I" (incomplete) is recorded on a report card, the requirements for which the incomplete was assigned must be satisfied within two weeks of the issuance of report cards or the "I" becomes "F". At the teacher's discretion a longer period of time may be allowed for make up work.

For **Special Area classes in grades K-5**, the following grading scale may be used:
Amended 6/30/92 & Amended 6/27/95

O	Outstanding
S	Satisfactory
N	Needs Improvement

E. Guidelines for Grading and Reporting Academic Progress of LEP Students

Revised 6/27/00

The course grade and academic progress of LEP students will be based on the results of teacher observation, alternative assessments, and modified tests used to assess the understandable instruction provided through the use of ESOL teaching strategies, appropriate instructional materials, and curriculum modifications.

If there is a continued pattern of failure in classroom performance and assessments, the LEP committee shall meet to review the reasons for the student's lack of progress. The reason(s) documented for the academic under-performance of an LEP student **cannot imply** that he/she needs an extra year to learn English or that it is due to the student's lack of English proficiency.

The following documentation needs to be in the student permanent records:

- Documentation of the ESOL strategies used by the ESOL language arts and basic content area teacher(s) to provide understandable instruction, including the alternative assessment instruments and test modifications used to evaluate the student's academic progress.
- The records of parental contacts or attempts made to inform the parent/guardian of the student's under-performance. When applicable, copies of the deficiency reports signed by the student and parent/guardian. Notices to parent/guardian of LEP students must be provided in the home/native language, whenever feasible.
- The instructional support requested by the teacher(s) to provide additional assistance for the student from the ESOL Assistant and Compliance Specialist available at the school.

F. District/ State Assessment Programs

All students must participate in all regular district and state assessments for accountability purposes (*Florida Statute 229.57*). Each student in grades 1-5 must participate in the Fall SAT-9 testing for Reading Comprehension and Math Problem Solving subtests.

Home education students who wish to participate in the Florida Comprehensive Assessment Test (FCAT) may do so under the following conditions:

Adopted 6/19/01

- Home education students may take the FCAT only at the school for which they are zoned.
- Home education students must abide by all the rules of the Student Code of Conduct while on any Osceola County school campus. Failure to do so will result in the removal of the student from the campus and loss of testing privileges.
- Home instruction parents must notify the appropriate school(s) of their intention to participate in testing at least two weeks in advance of the scheduled assessment.

F. Modifications of District/ State Assessments for Special Program Students

1. LEP Students

The LEP Committee will review each ESOL student's progress to determine whether a modification is necessary. Test modifications, based on the recommendations of the LEP Committee, may include: **flexible setting, flexible scheduling, flexible timing, English/heritage language dictionary, and assistance in the heritage language.**

2. Students with Disabilities

a. 504 Students

Students with 504 plans may receive modifications on both district and state assessments. The multidisciplinary team should refer to the student's past performance on standardized tests and the classroom modification section of the 504 Plan to determine if the impairment substantially interferes with his/her performance. If so, the multidisciplinary team will determine the necessary modifications for district and state assessments.

Modifications may include: **flexible setting, flexible scheduling, flexible timing, flexible responding, flexible presentation, and/ or flexible format.**

b. ESE Students

Test modifications during district/state testing will be implemented as specified in the student's IEP. The IEP must specify:

- assessment name,
- area of assessment (e.g., reading, mathematics, etc.),
- standard administration, and
- modification(s):
 - ✓ flexible setting,
 - ✓ flexible scheduling,
 - ✓ flexible timing,
 - ✓ flexible responding,
 - ✓ flexible presentation, and/ or
 - ✓ flexible format.

G. Exemptions from District/State Assessments for Special Program Students

1. LEP Students

An LEP student whose Home Language Survey (HLS) date precedes a district/state testing date by less than one year may be exempted individually by specific action of the LEP Committee. **It is strongly recommended all be tested.** A district-approved alternate assessment must be administered to those LEP students who have been exempted from a district and/or state assessment. *Adopted 07/01/02*

2. Students With Disabilities

a. 504 Students

Students with 504 plans **may not** be exempted from state assessments.

b. ESE Students

The IEP committee determines whether a student with a disability participates in state and district assessments. The decision to exclude any student with a disability must be documented on the IEP and must meet the following criteria:

- the student demonstrated cognitive ability prevents the student from completing required coursework, and achieving the benchmarks of the Sunshine State Standards, even with appropriate and allowable accommodation; AND

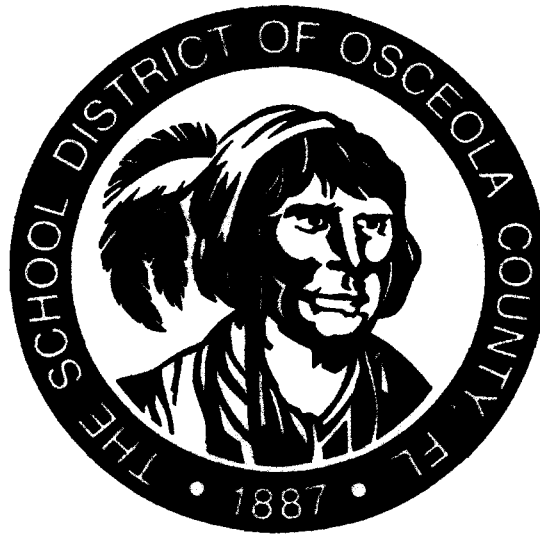
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- the student requires extensive direct instruction to accomplish the application and transfer of skills competencies needed for domestic, community living, leisure, and vocational activities.

Students who are excluded from state and district assessments will be assessed through an alternate assessment procedure identified by the IEP team and documented on the IEP.

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**THE SCHOOL DISTRICT OF
OSCEOLA COUNTY, FLORIDA**



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**2002-2003
MIDDLE SCHOOL
PUPIL PROGRESSION PLAN**

Grades 6-8

Effective July 01, 2002



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**THE SCHOOL DISTRICT OF
OSCEOLA COUNTY, FLORIDA**



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SCHOOL BOARD MEMBERS

CHAIRMAN
David E. Stone

Thomas Chalifoux
Tom Greer
Michael E. Harford
Judith A. Robertson

SUPERINTENDENT
Blaine Muse

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2
3 **THE SCHOOL DISTRICT OF**
4 **OSCEOLA COUNTY, FLORIDA**
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6 **PUPIL PROGRESSION PLAN TASK FORCE**
7

8 Terry Andrews, Assistant Superintendent
9 **CURRICULUM AND INSTRUCTION**
10

11 Angela Marino, Coordinator
12 **OFFICE OF PLANNING AND EVALUATION**
13 (407) 870-4056
14

15 John Boyd, Instructional Research and Evaluation Specialist
16 **OFFICE OF PLANNING AND EVALUATION**
17 (407) 870-4056
18

19 **ELEMENTARY COMMITTEE**

20 Beverly Brizendine, Director of Elementary Programs
21 Melba Luciano, Principal, Central Avenue Elementary
22 Linda Harwood, Principal, Highlands Elementary
23

24 **MIDDLE SCHOOL COMMITTEE**

25 Annalee Meadows, Director of Secondary Programs
26 Penny Noyer, Principal, Horizon Middle School
27 Dan Parker, Principal, St. Cloud Middle School
28

29 **HIGH SCHOOL COMMITTEE**

30 Annalee Meadows, Director of Secondary Programs
31 Jim Kish, Director of Technical and Adult Education
32 Michael Brizendine, Principal, Poinciana High School
33 George Sullivan, Principal, St. Cloud High School
34 Sonia Vazquez, Coordinator of Charter and Choice Schools
35

36 **SPECIAL PROGRAMS COMMITTEE**

37 Penny Collins, Director of Exceptional Student Education
38 Dalia Medina, Coordinator of Multicultural Education
39 Don L. Miller, Director of Special Programs
40 Beth Rattie, Coordinator of Alternative Programs
41 Sonia Vazquez, Coordinator of Charter and Choice Schools
42

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32	b.	ESE Students	37

I. ENTRY AND ATTENDANCE REQUIREMENTS

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.

A. Initial Entry Requirements

It is the responsibility of parent(s)/ guardian(s) of students entering Osceola County schools for the first time to present the following at the time of registration:

1. Evidence of Age *Amended 6/27/95*

Florida Statute 232.03 requires that students enrolling in Florida public schools must present evidence of their age. Evidence submitted shall be a valid birth certificate, or other documentation of birth, as listed in Florida Statute 232.03.

Florida Statute 232.03

Evidence of date of birth required –

Before admitting a child to prekindergarten or kindergarten, the principal shall require evidence that the child has attained the age at which he or she should be admitted in accordance with the provisions of Section 232.01, Florida Statutes. The superintendent may require evidence of the age of any child whom he or she believes to be within the limits of compulsory attendance as provided for by law. If the first prescribed evidence is not available, the next evidence obtainable in the order set forth below shall be accepted:

- (1) A duly attested transcript of the child's birth record filed according to law with the public officer charged with the duty of recording births;*
- (2) A duly attested transcript of a certificate of baptism showing the date of birth and place of baptism of the child, accompanied by an affidavit sworn to by the parent;*
- (3) An insurance policy on the child's life which has been in force for at least 2 years;*
- (4) A bona fide contemporary Bible record of the child's birth accompanied by an affidavit sworn to by the parent;*
- (5) A passport* or certificate of arrival in the United States showing the age of the child;*
- (6) A transcript of record of age shown in the child's school record of at least 4 years prior to application, stating date of birth; or*
- (7) If none of these evidences can be produced, an affidavit of age sworn to by the parent, accompanied by a certificate of age signed by a public health officer or by a public school physician, or, if neither of these shall be available in the county, by a licensed practicing physician designated by the school board, which certificate shall state that the health officer or physician has examined the child and believes that the age as stated in the affidavit is substantially correct.*

*If a passport or immigration document is used as evidence of age, it may not be duplicated. Only a notation may be placed in the student's record. *Adopted 6/27/00.*

2. Health Requirements – Initial Entry

a. Certificate of Physical Examination *Amended 6/30/92*

A certificate of a physical examination within the twelve-month period immediately preceding enrollment shall be presented before a child is allowed to attend classes. The certificate shall be signed by a licensed practicing physician, or an Advanced Registered Nurse Practitioner certifying that the pupil has no contagious or communicable disease which would warrant the pupil's exclusion from public schools. A Physician's Assistant operating under the supervision of Osceola County Public Health Director may also sign the certificate. *Amended 6/27/95*

Students, other than children of military personnel, transferring from a foreign country must possess an examination certificate issued within the United States.

Exceptions:

- The pupil was previously enrolled in a Florida school.
- Parental objections on religious grounds are in writing.

b. Proof of Tuberculin Test

Any enrollee returning from an area outside of the Continental United States, regardless of grade level, must present evidence of a Tuberculin test, with a negative reading, administered within the last twelve months before class attendance will be allowed. A student who has a positive reading on any Tuberculin test will be required to submit to a chest X-ray. The student will not be allowed to enroll until a licensed physician certifies that the student may attend class. *Amended 7/23/91, 6/27/95 & 7/21/98*

For purposes of this rule the following United States territories are considered to be a part of the Continental United States:

- America Samoa
- Guam
- Puerto Rico
- Trust Territories of the Pacific
- Virgin Islands

c. Immunization

Amended 7/21/98

Each pupil who is otherwise entitled to admittance to an Osceola County School, shall be required to present a certificate of immunization on a Florida form, showing that the student has received inoculations for those communicable diseases for which immunization is required by the Division of Health, and Florida Statute 232.032.

Students who have not received the required immunizations as stipulated by state law and who have not received a statutory exemption will be temporarily excluded from school until such immunizations have been administered.

Adopted 9/7/99

Required Immunizations:

- five (5) DP's
- four (4) Polio
- two (2) MMR's (First dose is valid if given on or after first birthday.)

Amended 9/7/99, 6/27/00, 6/19/01, & 07/01/02

Grades 6

All required immunizations *Amended 07/01/02*

Grades 7-8

All required immunizations and Hepatitis B (series of 3) and Tetanus/Diphtheria (TD) booster *Amended 07/01/02*

Exceptions may be granted as follows:

- parental objections in writing on religious grounds,
- written certification for exemption for medical reasons by a competent medical authority or the Division of Health.

3. Residency Requirements *Amended 6/29/93 & 6/27/95, Revised 7/21/98*

A resident parent or guardian admitting a pupil to an Osceola County School shall produce **two (2) documents from the following categories:**

- mortgage document, rental or lease agreement, property tax records;
- notarized statement signed by the owner of the home in which the parent resides with supporting documents from the owner such as a mortgage, rental or lease agreement, or property tax records;
- current utility bill;
- income tax records;
- proof of receipt of government benefits.

If false and/or misleading information is presented in order to meet residency requirements, the child falsely registered shall be subject to immediate withdrawal from Osceola District Schools and required to register in the school in the assigned attendance zone or in the case of an out-of-district child, a school in the district of residence.

Any person knowingly providing false and/or misleading information may be liable for criminal charges under Florida Statutes.

1
2 **B. Placement of Transfer Students**
3

4 **1. General Transfer Information**
5

6 The school principal will determine placement of a student who transfers from
7 other countries, counties, states, private schools or from a home education
8 program. If a student transfers from a school or program other than a regionally
9 accredited institution or with inadequate or incomplete records, placement will be
10 based upon the information available, including any or all of the following:

- 11 ▪ student's age,
- 12 ▪ a review of all existing school records and home education records
13 (e.g., student portfolio, annual evaluations),
- 14 ▪ a review of the previous educational program including, but not
15 limited to, time spent in a program and curriculum requirements of
16 the program,
- 17 ▪ a test on grade level or individual subject-area objectives or
18 competencies to be identified by the principal,
- 19 ▪ an interview with the student and/or the parent(s)/guardian(s) by the
20 principal or designee(s),
- 21 ▪ teacher judgment of classroom performance during a probationary
22 period to be established by the principal.

23
24 **2. Placement of Transfer Students – Grades 6-8** *Amended 07/01/02*
25

26 A student in grades 6-8 who transfers from any other public school in the
27 United States or a foreign country is placed in comparable classes and all
28 records from the previous school are accepted.
29

30 **3. Students Who Are Not Residing with Their Natural Parents or**
31 **Legal Guardians**
32

33 Any student wishing to enroll in school who is not residing with his or her
34 natural parent or legal guardian shall have the responsible adult with whom
35 the student is living sign an Affidavit of Responsibility form available through
36 Student Services at the District Office. The responsible adult shall present
37 proof that he or she has parental consent or legal right to accept responsibility.
38 Parental consent shall be notarized.
39

40 **4. Student Custody**
41

42 Any person or agency who has been given exclusive care, custody, or control
43 over any student by order of any court having jurisdiction to enter such order,
44 may provide a certified or otherwise authenticated copy of such order,
45 Marriage Certificate, or other extraneous criteria not covered by specific rule,
46 to the principal of the school in which each student is enrolled. The order
47 shall be placed in the student's official records and thereafter such person or

agency shall be recognized for all purposes as the sole parent or guardian of the student until such time as subsequent or additional orders changing such status are likewise provided.

Implementation: 232.04, 232.01, 232.031, 232.032, 320.38, 322.031; SBR 6A-198; 228.212, 316.003 (62); 228.041 (1) (a), 228.061 (2); F.S.; SBR 6A-6.311 and 6A.6341 and 230.23 (4) (m), F.S.

5. Limited English Proficient (LEP) Students

For a student identified as Limited English Proficient (LEP) and transferring from a school in another country, placement must comply with appropriate procedures for students in the English for Speakers of Other Languages (ESOL) programs found in the *ESOL Program Procedures*.

Home Language Survey (HLS) Responses/Assessment Criteria

- A student with all NO responses on the HLS is considered non-Limited English Proficient (LEP).
- A student with any YES response is referred for additional English language proficiency assessment.
- A student with a YES response to question #1 only is **temporarily** placed in general education classes until English proficiency assessment occurs.
- A student with more than one YES response is temporarily placed in basic ESOL classes until English language proficiency assessment occurs.
- The state-approved age-appropriate IDEA Language Proficiency Test is used to assess oral/aural English ability and is to be administered within the first 20 days after the registration date.

6. Student with Disabilities

a. 504 Students

A transferring 504 student is a student who was previously enrolled in any other school or agency with an active 504 plan and who is enrolling in a Florida school district. Upon notification that a transferring student is one with an active 504 Plan, the receiving school must review the existing 504 Plan and must revise as needed.

b. Exceptional Student Education (ESE) Students

- A transferring ESE student is one who was previously enrolled as an ESE student in any other school or agency and who is enrolling in a Florida school district or in an educational program operated by the Exceptional Student Education Department through grants or contractual agreements.
- An ESE student who is transferring from one Florida public school district to the School District of Osceola County who has a current Individual Education Plan including Gifted Students (IEP/GEP) will

1 be placed in the appropriate educational program(s) consistent with
 2 the plan. The receiving school **must** review and may revise the
 3 current IEP/GEP as necessary.
 4

- 5 ■ An ESE student who is transferring from an out-of-state public school
 6 and has a current IEP as well as evaluation data necessary to
 7 determine that the student meets Florida's eligibility criteria for
 8 special programs will be placed immediately in the appropriate
 9 educational programs(s) without temporary assignment. An ESE
 10 student who is transferring from another state and does not meet the
 11 district's criteria for dismissal from an ESE program will also be
 12 placed immediately in the appropriate educational program(s) without
 13 temporary assignment. In both cases, the receiving school **must**
 14 review the current IEP and may revise the document as necessary.
 15

16 7. Home Education

17 Students who are participating in a home instruction program in accordance
 18 with FS 232.0201 may be admitted to public school on a part-time basis.
 19 *Adopted 9/17/96*
 20

- 21 ■ Students in home education who wish to attend public school must have
 22 met all criteria for a home education program during the entire semester
 23 immediately prior to the time of admission, meet the same registration
 24 requirements as full-time students, and enroll for and attend at least one
 25 (1) regularly scheduled class period at the zoned school. Such students
 26 must register prior to the start of the semester they will attend. Full-time
 27 students will be given priority in course registration. Home-schooled
 28 students who are excluded from a class/course at their zoned school due
 29 to space limitations may attend another school if space in that
 30 class/course is available. *Adopted 9/17/96, Amended 6/19/01*
 31
- 32 ■ The Board is not responsible for the transportation of students in a home
 33 education program to or from the school. The school principal will
 34 establish the time and place for arrival and departure of home education
 35 students. Students who attend school on a part-time basis are subject to
 36 all applicable rules and regulations pertaining to full-time students.
 37 *Adopted 9/17/96*
 38
- 39 ■ Home education students are eligible to participate in interscholastic
 40 extracurricular student activities. The school principal will establish
 41 guidelines for participation pursuant to Florida Statute 232.425 (3)(c),
 42 and these guidelines will be made available to home education students
 43 choosing to participate in interscholastic extracurricular activities.
 44 *Adopted 07/02/96*
 45
 46
 47

C. Attendance Guidelines

School attendance is the direct responsibility of parent(s)/guardian(s) as required by Florida Statute 232.09. All students are expected to attend school regularly and to be on time for classes in order to benefit from the instructional program and to develop habits of punctuality, self-discipline, and responsibility.

Notes or telephone calls from parent(s)/guardian(s) are required either before or after an absence. It is the responsibility of the student to make up work missed because of absences. Students receiving out-of-school suspension **must** be assigned schoolwork that will cover content and skills taught during the duration of the suspension. Students are given one day for each absence to complete makeup work unless unusual circumstances indicate an extension. The principal or designee must approve any extension.

1. Student Absences

Non-attendance in a class shall be considered an absence unless the student is participating in a school activity. Absences shall be classified as:

a. Excused Absences

Absences shall be excused for the following reasons:

- illness or injury of the student,
- illness, injury, or death in the immediate family of the student. The immediate family shall be defined as listed in the United States Internal Revenue Service guidelines.

If there is a reasonable doubt concerning the illness claimed, the principal shall be authorized to require a statement from an accepted medical authority. Failure to comply with this requirement shall result in the absence being "unexcused."

The Principal of a school shall have sole discretion as to how absences shall be reported to the school. The parent or legal guardian shall report absences through a telephone call, a handwritten note, or both as determined by the Principal. *Adopted 6/19/01*

In cases of excused absences, the student shall be allowed to make up the work and teachers of the students shall give every reasonable assistance.

Make-up work shall be completed during a period of time equal to at least twice the time for which the absence is excused, unless the teacher allows more time.

1 **b. Permitted Absences**

2
3 “Permitted” absences may be granted. Only the principal shall have the
4 authority to grant “permitted” absences and then only after he or she has
5 considered the merits of each case. It shall be the principal’s responsibility to
6 give to the parents a copy of the School Board rules pertaining to permitted
7 absences.

8
9 Arrangements for make-up work shall be made in advance with the instructor
10 of classes to be missed. The student shall assume complete responsibility for
11 the make-up work. The teachers shall cooperate by making assignments,
12 grading materials, and recording grades. The teacher shall set a timeline for
13 receiving the student’s work for credit, and this timeline will not exceed twice
14 the number of days of absence.

15
16 **Examples of situations warranting “permitted” absences include:**

- 17 ▪ attendance at an important public function,
- 18 ▪ attendance at church meetings, or observances of religious
19 holidays,
- 20 ▪ travel with parents in urgent circumstances,
- 21 ▪ attendance at non-school conventions or conferences,
- 22 ▪ other situations with parental permission and the approval of the
23 principal, or
- 24 ▪ participation in a non-instructional activity.

25
26 **A student who wishes to participate in a non-instructional activity must:**

- 27 ▪ meet the academic requirements as set forth by the School Board,
- 28 ▪ make arrangements, in advance, with the teacher for missing
29 classes, and
- 30 ▪ accept the responsibility for making up time and work.

31
32 **c. Unexcused Absences**

33
34 All absences other than “excused” or “permitted” shall be deemed
35 “unexcused,” and a failing grade shall be recorded for the period of the
36 “unexcused” absence, **except** when students who are suspended from school
37 during grade period exams or semester exams, such students shall be allowed
38 to make up these exams.

- 39
40 ▪ Upon each unexcused absence, the Principal or designee shall
41 contact the student’s parent or guardian to determine the reason for
42 the absence.
- 43
44 ▪ If a student has had at least five (5) unexcused absences within a
45 calendar month or ten (10) unexcused absences within a ninety
46 (90) day calendar period, the student’s primary teacher shall report
47 to the principal or designee that the student may be exhibiting a
48 pattern of non-attendance. Unless there is clear evidence that the

absences are not a pattern of non-attendance, the case shall be referred to a child study team to determine if early patterns of truancy are developing. If the child study team finds that a pattern of non-attendance is developing, whether the absences are excused or not, a meeting with the parent must be scheduled to identify potential remedies.

- If the initial meeting with the parent does not resolve the problem, the child study team shall implement specific interventions that best address the problem.

The child study team shall be diligent in facilitating intervention services and shall report the case to the Superintendent or his designee only after all reasonable efforts to resolve the problem have been exhausted.

- If the parent, guardian, or other person in charge of the child refuses to participate in the remedial strategies because he/she believes that those strategies are unnecessary or inappropriate, the parent, guardian, or other person in charge of the child may appeal to the School Board. The School Board may provide a hearing officer, who may be an employee of the School Board, in lieu of a School Board hearing, who shall hear the case and make a recommendation for final action to the School Board. If the School Board's final determination is that the strategies of the child study team are appropriate, and the parent, guardian, or other person in charge of the child still refuses to cooperate, the Superintendent may seek criminal prosecution for noncompliance with compulsory school attendance.
- If a child subject to compulsory attendance will not comply with attempts to enforce school attendance, the parent, guardian or Superintendent or his designee shall refer the case to the case staffing committee pursuant to Florida Statutes, and the Superintendent or his designee may file a truancy petition pursuant to procedures outlined in Florida Statutes. (*FS 984.12, 984.151*)

2. Students with Disabilities

a. 504 Students

In the case of a student with excessive absences, a 504 Reevaluation meeting should be held to determine if the absences are caused by the disability of record on the active 504 Plan. If the 504 committee determines that the absences are caused by the disability, the student's placement must be re-evaluated as to the appropriateness of the current placement and the plan must address any additional strategies and/or interventions needed.

1 If the 504 committee determines that the absences are not caused by the
2 disability, the student is treated in the same manner as that for a general
3 education student. Documentation of 504 Reevaluation meeting should be
4 kept on file.

5
6 **b. ESE Students**

7 All exceptional students will follow regular education attendance procedures.

8
9 In the case of an ESE Student with excessive absences, an IEP team meeting
10 must be conducted to determine whether or not the absences are related to the
11 student's disability. If the IEP team determines that the excessive absences
12 **are** related to the student's disability, the IEP team must determine a
13 reasonable course of action which may include the possible waiver of the
14 attendance guidelines in determining grades as well as a change of placement.

15
16 If the IEP team determines that the student's excessive absences **are not**
17 related to the student's disability, the student is treated in the same manner as
18 that for a general education student.

19
20 **3. Hospital/Homebound Program**

21 Parent(s)/guardian(s) may request that the principal consider eligibility for a
22 hospital/homebound program for a student with an illness predicted by
23 certified medical personnel to exceed 15 consecutive school days.

24
25 **4. Student Absences for Religious Reasons**

26 Students will be afforded an opportunity to make up missed work without
27 adverse school effects when absent because of a religious holiday. Within
28 five school days prior to an expected absence for religious reasons,
29 parent(s)/guardian(s) must notify the principal in writing and request that the
30 student be excused from attendance. A written excuse will not be required
31 upon return to school and no adverse or prejudicial effects will result for any
32 student availing her/himself of this provision. Students will be permitted to
33 make up missed work according to school procedures.

34
35 If questions arise regarding this rule, principals will grant the
36 parent(s)/guardian(s) a conference. Parent(s)/guardian(s) may appeal the
37 principal's decision to the Superintendent should a conflict arise.

38
39 **D. Student Withdrawals**

40
41 **1. Student Withdrawals During the Last Two Weeks**
42 **of the School Year**

43
44 The parent(s)/guardians(s) of a student who leaves school **during** the last two
45 weeks of the school year must show evidence that the withdrawal is necessary
46 and the student must successfully complete assigned class work. Principals

are authorized to make arrangements for the administration of any tests if appropriate.

Principals may waive the requirements for early withdrawal when unusual/extenuating circumstances require it.

2. Student Withdrawals for Enrollment in Home Education Programs

Florida Statute 232.02(1) permits parents to choose to place their children in a home instruction program in lieu of public school. The requirements of the law will be monitored through Student Services.

To withdraw a student for enrollment in a home education program, parent(s)/guardian(s) must initiate the withdrawal process at the school and notify the Superintendent of Schools in writing of the intent to provide home education for the student.

II. PROGRAM DESCRIPTION

A. Florida System of School Improvement and Accountability

The Sunshine State Standards (*6A-1.09401 State Board Rules*) are benchmark standards that describe what students should know and be able to do at four progression levels (grades PreK-2; 3-5; 6-8; 9-12) in the subjects of:

- language arts
- science
- foreign language
- the arts
- mathematics
- social studies
- health education
- physical education.

Osceola District Schools shall provide appropriate instruction to assist students in the achievement of these standards. The Sunshine State Standards/Grade Level Expectations have been incorporated within the Osceola County Curriculum Frameworks and are on file in the Administrative Center and are in use at each school. *Adopted 9/17/96, Amended 6/15/99*

District Grade Level Expectations are based upon the state Grade Level Expectations and identify what each student should know and be able to do by the end of each grade.

1. General Academic Requirements

The following areas of study are required for each student, grades 6-8: *Amended 6/15/99, 6/27/00, & 07/01/02*

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Grade 6

<i>Language Arts</i>	<i>1 year</i>
<i>Mathematics</i>	<i>1 year</i>
<i>Comprehensive Science</i>	<i>1 year</i>
<i>Geography: Africa, Oceania, and Asia</i>	<i>1 year</i>
<i>Electives as offered by each school</i>	

Grade 7

<i>Language Arts</i>	<i>1 year</i>
<i>Mathematics</i>	<i>1 year</i>
<i>Comprehensive Science</i>	<i>1 year</i>
<i>Geography: Europe and the Americas</i>	<i>1 year</i>
<i>Electives as offered by each school</i>	

Grade 8

<i>Language Arts</i>	<i>1 year</i>
<i>Mathematics</i>	<i>1 year</i>
<i>Comprehensive Science</i>	<i>1 year</i>
<i>United States History, including Florida History</i>	<i>1 year</i>
<i>Electives as offered by each school</i>	

2. Electives

Additional courses of studies may include, but shall not be limited to:
(Amended 6/27/00, 7/01/02)

<i>Art</i>	<i>Band</i>
<i>Career & Technical Education</i>	<i>Foreign Language</i>
<i>Music</i>	<i>Reading</i>
<i>Writing Skills</i>	

3. Health/ Personal Development Requirement

One semester of Health or Personal Development is required for students in grades 7 or 8, *unless a middle school principal elects to cover district Health performance standards in a science course, and the following criteria are met:*

- The science teacher assigned is certified in both science and health, **and**
- A letter of explanation is sent to the Superintendent prior to the beginning of the school year. This letter must be signed by the principal and the teacher and must ensure that all student performance standards for both the Comprehensive Science and the Health courses will be met.

1 **4. Physical Education**

2 The opportunity to enroll in physical education courses will be regularly
3 scheduled each year by each school.
4

5 **5. Computer Literacy**

6 In addition to the courses identified above, students must master basic
7 skills in the area of computer literacy.
8

9 **6. Dual Enrollment in High School Courses**

10 Students who attend grades 7 and 8 in Osceola County may elect to take,
11 if offered, high school (dual enrollment) courses at the middle school with
12 the following conditions: *Amended 6/30/92, 6/29/93, 7/21/98, 6/15/99,*
13 *6/19/01, & 07/01/02*

- 14 • The teachers of these courses have the appropriate certification(s)
15 in the subject(s) offered.
- 16 • The textbook, the district performance standards, and the grading
17 policy are the same as for the high school course.
- 18 • These courses must be level II or above as outlined in The Florida
19 Course Code Directory.
- 20 • Dual enrolled students must adhere to high school attendance
21 requirements for receiving credit.
- 22 • In order to receive high school credit, the student must earn a final
23 grade of an "A" or "B."
- 24 • Students will be limited to the transfer of no more than four high
25 school credits earned prior to entry into the ninth grade.
- 26 • Grade 8 students who earn credit through dual enrollment will
27 meet requirements for promotion to high school.

28 (Amended 6/30/92, 6/29/93, 7/21/98, 6/15/99, 6/19/01 & 07/01/02)
29

30 **Florida Statute 233.061**

31 **Required Instruction –**

32 *(1) Each school district shall provide all courses required for high school graduation and*
33 *appropriate instruction designed to ensure that students meet state board adopted standards*
34 *in the following subject areas: reading and other language arts, mathematics, science, social*
35 *studies, foreign languages, health and physical education, and the arts.*

36 *(2) Members of the instructional staff of the public schools, subject to the rules and*
37 *regulations of the commissioner, the state board, and the school board, shall teach efficiently*
38 *and faithfully, using the books and materials required, following the prescribed courses of*
39 *study, and employing approved methods of instruction, the following:*

40 *(a) The content of the Declaration of Independence and how it forms the philosophical*
41 *foundation of our government.*

42 *(b) The arguments in support of adopting our republican form of government, as they are*
43 *embodied in the most important of the Federalist Papers.*

44 *(c) The essentials of the United States Constitution and how it provides the structure of our*
45 *government.*

1 *(d) Flag education, including proper flag display and flag salute.*

2 *(e) The elements of civil government shall include the primary functions of and*
 3 *interrelationships between the Federal Government, the state, and its counties, municipalities,*
 4 *school districts, and special districts.*

5 *(f) The history of the Holocaust (1933-1945), the systematic, planned annihilation of*
 6 *European Jews and other groups by Nazi Germany, a watershed event in the history of*
 7 *humanity, to be taught in a manner that leads to an investigation of human behavior, an*
 8 *understanding of the ramifications of prejudice, racism, and stereotyping, and an examination*
 9 *of what it means to be a responsible and respectful person, for the purposes of encouraging*
 10 *tolerance of diversity in a pluralistic society and for nurturing and protecting democratic*
 11 *values and institutions.*

12 *(g) The history of African Americans, including the history of African peoples before the*
 13 *political conflicts that led to the development of slavery, the passage to America, the*
 14 *enslavement experience, abolition, and the contributions of African Americans to society.*

15 *(h) The elementary principles of agriculture.*

16 *(i) The true effects of all alcoholic and intoxicating liquors and beverages and narcotics*
 17 *upon the human body and mind.*

18 *(j) Kindness to animals.*

19 *(k) The history of the state.*

20 *(l) The conservation of natural resources.*

21 *(m) Comprehensive health education that addresses concepts of community health; consumer*
 22 *health; environmental health; family life, including an awareness of the benefits of sexual*
 23 *abstinence as the expected standard and the consequences of teenage pregnancy; mental and*
 24 *emotional health; injury prevention and safety; nutrition; personal health; prevention and*
 25 *control of disease; and substance use and abuse.*

26 *(n) Such additional materials, subjects, courses, or fields in such grades as are prescribed by*
 27 *law or by rules of the commissioner and the school board in fulfilling the requirements of law.*

28 *(o) The study of Hispanic contributions to the United States.*

29 *(p) The study of women's contributions to the United States.*

30 *(q) A character-development program in the elementary schools, similar to Character First*
 31 *or Character Counts. Such a program must be secular in nature and must stress such*
 32 *character qualities as attentiveness, patience, and initiative.*

33 *(r) In order to encourage patriotism, the sacrifices that veterans have made in serving our*
 34 *country and protecting democratic values worldwide. Such instruction must occur on or*
 35 *before Veterans' Day and Memorial Day. Members of the instructional staff are encouraged*
 36 *to use the assistance of local veterans when practicable.*

37 *(3) Any student whose parent or guardian makes written request to the school principal shall*
 38 *be exempted from the teaching of reproductive health or disease, including HIV/AIDS, its*
 39 *symptoms, development, and treatment. A student so exempted may not be penalized by*
 40 *reason of that exemption. Course descriptions for comprehensive health education shall not*
 41 *interfere with the local determination of appropriate curriculum which reflects local values*
 42 *and concerns.*

43

44

Student Performance - State Goal 3

A comprehensive program of general education based on Florida's System of School Improvement and Accountability, Goal 3, when implemented effectively enables students to make maximum use of their educational opportunities and to function effectively as productive individuals.

The School District of Osceola County Curriculum Guidelines also incorporate the Goal 3 Standards of Florida's System of School Improvement and Accountability.

Goal 3 emphasizes instruction that focuses on the first ten of the eleven Goal 3 Standards in order to help students apply specific content knowledge in real-world situations and become successful as:

- information managers,
- effective communicators,
- numeric problem solvers,
- creative and critical thinkers,
- responsible and ethical workers,
- resource managers,
- systems managers,
- cooperative workers,
- effective leaders, and
- multiculturally sensitive citizens.

The eleventh Goal 3 Standard states that, throughout a student's education, families will share the responsibility of accomplishing all the standards set in Goal 3.

B. Special Programs

1. Limited English Proficient (LEP) *Revised 7/21/98 & 6/27/00*

All students with limited English proficiency (LEP) must be appropriately identified in order to ensure the provision of appropriate services. Every student identified as LEP shall continue to receive appropriate instruction and funding as specified by the District LEP Plan, State Board Rules and Regulations, and Florida Statutes until such time as the student is reclassified as English proficient. Note: See the *School District of Osceola County Limited English Proficient Plan 1999* for full explanation of services and model. *Amended 6/27/00*

Home Language Survey (HLS) and identification criteria *Revised 6/27/00*

- A student with all NO responses on the HLS is considered non-limited English proficient.
- A student with any YES response is referred for English language proficiency assessment.

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- A student with a YES response to question #1 only is temporarily placed in non-ESOL classes until English language proficiency assessment is completed.
- A student with a YES response to question #2 and/or #3 is temporarily placed in ESOL classes until English language proficiency assessment is completed.
- The grade level appropriate Idea Oral Language Proficiency Test will be used to determine oral/aural English ability and is to be administered within the first 20 days after registration date.

Students in grades 4-12 found to be fluent English speaking will be given a nationally-normed, standardized reading and writing test, within 20 days of the oral/aural test for further assessment of their English ability.

- Exceptional students (ESE) with any YES response shall be reviewed by a joint ESE/LEP committee to determine appropriate ESOL assessment and placement.
- Pre-K students with any YES response are considered LEP until the English language assessment is administered in Kindergarten.
- PEEP Pre-K students with any YES responses shall be reviewed by a joint ESE/LEP committee to determine ESOL status.

Every Limited English Proficient student is entitled to equal access to all academic, categorical, and federal programs offered by the School District of Osceola County. The amount of time the LEP student is assigned to the program(s) shall be comparable to the time assigned to a non-LEP student under similar conditions. An updated LEP student's class schedule must be maintained in the LEP Portfolio as part of the student permanent record.
Adopted 6/27/00

Limited English Proficient students are taught by subject area teachers following the corresponding district curriculum. The instructional personnel provide appropriate and individualized instruction to students through the use of ESOL teaching strategies, appropriate instructional materials, curriculum modifications, and testing modifications. The ESOL modifications are documented in the teacher's lesson plans as evidence that understandable instruction is being provided. *Adopted 6/27/00*

Schools with fifteen (15) or more LEP students who speak the same home language must have at least one bilingual teacher assistant or bilingual teacher proficient in English and the home language of the students. The ESOL teacher assistant's (or bilingual teacher's) primary assignment is to offer the LEP students additional help in the basic content areas under the supervision of the basic subject area teacher. *Adopted 6/27/00*

2. Dropout Prevention Program (DOP)

The academic program for a DOP student may differ from traditional education programs and schools in scheduling, administrative structure,

philosophy, curriculum, and/or setting. The DOP Program employs alternative teaching methodologies, curricula, learning activities, or diagnostic and assessment procedures in order to meet the needs, interests, and talents of eligible students.

3. Gifted Education

For a middle school student enrolled in the gifted program, a qualitatively different curriculum consists of carefully planned, coordinated learning experiences that extend beyond the basic curriculum to meet the specific learning needs of the student.

Middle school students identified as Gifted have an Educational Plan (GEP) that outlines goals, strengths, and weaknesses, and provides direction for the instructional program. The differentiated instructional program includes advanced-level content, acceleration, and enrichment that incorporate the student’s special abilities and interests. *Amended 07/01/02*

4. Students with Disabilities

a. 504 Students

Any alteration to the delivery of instruction of student assignments for a 504 student is the decision of the Section 504 Committee and must be addressed in the 504 Plan. Parent(s)/guardian(s) of a 504 student must be notified of any proposed changes and must be given the opportunity to provide input on decisions made by the Section 504 Committee. Thus, the individual student’s Section 504 Plan documents the instructional modifications required to ensure the student an equal opportunity to master the general education curriculum.

b. Exceptional Education Students

Exceptionalities include: Educable Mentally Handicapped, Trainable Mentally Handicapped, Profoundly Mentally Handicapped, Speech and/or Language Impaired Deaf or Hard of Hearing, Visually Impaired, Physically Impaired, Emotionally Handicapped, Specific Learning Disabled, Gifted, Homebound or Hospitalized, Dual Sensory Impaired, Autistic, Pre-Kindergarten Students with Developmental Delays, Pre-Kindergarten Students with Established Conditions.

Amended 7/23/91, 7/21/98 & 6/27/00

ESE Curriculum

The curriculum for the elementary school Varying Exceptionalities, Emotionally Handicapped (EH), and Educable Mentally Handicapped shall be a regular education curriculum that follows the Florida Sunshine State Standards with appropriate modifications. Direct Instruction, Reading Mastery, Precision Teaching, and Whole Language are the instructional approaches to be utilized to enhance curriculum acquisition. Moderately and severely disabled students (Trainable Mentally

Handicapped, Profoundly Mentally Handicapped) will use a curriculum appropriate for the developmental level of the students. *Adopted 6/30/92 & Amended 6/27/95, 7/21/98, & 6/27/00.*

For students with disabilities enrolled in ESE, their Individual Educational Plans (IEP's) specify the appropriate curriculum and unique aspects of their programs.

For the majority of these students, the general education standards and benchmarks should be based on their curriculum.

For some students, modified standards and/or benchmarks in one or more content areas may be more appropriate.

In all cases, the IEP team makes curriculum decisions. The IEP developed by the team specifies the curriculum for specific content areas. The IEP also addresses annual goals and short-term objectives to meet the unique needs of the student as well as appropriate classroom modifications. Modifications may be in the areas of curriculum, instruction, and assessment. Modifications listed on the IEP must be implemented as indicated.

5. Home Instruction

Florida Statute 232.0201 permits parents to choose to place their children in a home instruction program in lieu of public school. The requirements of the law will be monitored through Student Services. *Revised 7/23/91, Amended 7/21/98, 6/27/00, & 07/01/02*

III. PROMOTION

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, and retention 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.

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
2 **A. General Promotion Requirements – Grades 6-8**

3 *Amended 6/27/00, 07/01/02, & 08/20/02*

4
5 In order to be promoted to the next grade level, students in grades 6-8 must meet ALL
6 of the following criteria:

- 7
8
- 9 • Pass each of the core subjects of mathematics, language arts, science, and
10 social studies. The district-adopted grading scale (see IV.D.) will determine a
11 passing grade for each course.
 - 12 • Pass at least one elective course each semester.

13
14 Final grades are awarded on a yearly basis in middle school.

- 15
- 16 • When two nine weeks are used to determine a final grade, each nine weeks
17 shall count 50% of the final grade. The total will be divided by two (2).
 - 18
 - 19 • If a semester exam is given, each nine weeks' grade and final exam grade
20 shall count 20% of the final grade, and the total shall be divided by five (5).

21
22 In grades 6-8, the grade point values of the grading period and exam grade are
23 averaged to determine the final grade. If the quotient result is 1.5 or higher, the grade
24 shall be rounded to the next highest letter. Rounding of grades less than 1.0 shall be
25 left to the discretion of the instructor. In determining final grades, a zero shall be
26 assigned for no work or dishonest work and may rank as -1 on the grade point scale
27 upon the approval by the principal. Grades in high school dual enrollment classes
28 taught in grades 7 and 8 must be determined following the high school academic
29 policy. *Amended 6/30/92 & 6/27/00*

30
31 Students not meeting the above criteria for promotion may earn promotion by
32 successfully completing a summer remediation or testing program as provided at their
33 school. Students who are not successful with the provided opportunity are to be
34 retained. *Amended 7/2/96 & 6/15/99*

35
36 **B. Student Performance Levels for Reading, Writing, and Mathematics**

37
38 *Florida Statute 232.245* requires that the district define specific levels of performance
39 in reading, writing, and mathematics for each grade level **except kindergarten**.
40 These levels of performance will be used to identify students who **must** receive
41 remediation and **may** be retained.

42
43 In compliance with School Board's Objective (Improve accepted measures of success
44 annually) and *Florida Statute 232.245*, students will be identified as performing at
45 one of three levels which indicates a student's achievement:

- above grade level,
- at grade level, or
- below grade level.

Performance levels are determined by various indicators that will include, but are not limited to, multiple measures using appropriate grade-level assessments as well as teacher judgment.

1. **Required Program of Study – Grades 6-8**

Grades 6-8 promotion should be based on standardized test results, daily assignments, teacher observation, teacher made tests, satisfactory attainment of the student performance standards in the curriculum frameworks and other objective information. If the achievement level is not met, the teacher shall utilize deficiency/progress reports to communicate with the parent during the grading period. Notices to parent/guardian of LEP students must be provided in the primary language, whenever feasible. *Amended 6/27/00 & 07/01/02*

2. **Teacher Judgment**

The teacher must provide compelling, verifiable evidence when student performance on appropriate grade-level assessments is not believed to be indicative of daily classroom performance.

Teacher judgment factors may include, but are not limited to:

- previous retentions,
- level of text at which student is successful,
- observations,
- checklists,
- student portfolios, or
- current grades/marks.

3. **Possible Grade-Level Assessments**

Sixth Grade Assessments

- Reading Running Record(s)
- District-adopted mathematics program assessments
- District-adopted science program assessments
- Basal reading program assessments
- Stanford Achievement Test, Ninth Edition (SAT-9)
- STAR Reading test
- STAR Math test
- Florida Comprehensive Assessment Test - Sunshine State Standards (FCAT-SSS) Reading
- FCAT-SSS Mathematics
- Florida Comprehensive Assessment Test - Norm-Referenced Test (FCAT-NRT) Reading
- FCAT-NRT Mathematics

Seventh Grade Assessments

- Reading Running Record(s)
- District-adopted mathematics program assessments
- District-adopted science program assessments
- Basal reading program assessments
- SAT-9
- STAR Reading test
- STAR Math test
- FCAT-SSS Reading
- FCAT-SSS Mathematics
- FCAT-NRT Reading
- FCAT-NRT Mathematics

Eighth Grade Assessments

- Reading Running Record(s)
- District-adopted mathematics program assessments
- District-adopted science program assessments
- Basal reading program assessments
- SAT-9
- STAR Reading test
- STAR Math test
- FCAT-SSS Reading
- FCAT-SSS Mathematics
- FCAT-NRT Reading
- FCAT-NRT Mathematics
- FCAT Writing
- FCAT Science (upon completion by the State)

Promotion of ESE Students

Students enrolled in exceptional student programs shall be promoted on the basis of the acquisition of skills in accordance with the student’s Individual Education Plan and the mastery of Revised Performance Standards for each exceptionality. The exceptional education teacher will use the Revised Performance Standards for the assigned exceptionality to document the progress of the student. Documentation of standards must start when the student is initially placed into an exceptional student education program. *Amended 6/28/94, 6/27/95, & 7/21/98*

C. STUDENT PERFORMANCE LEVEL CHART

See following page.

**READING, WRITING AND MATHEMATICS END-OF-YEAR DECISION MAKING
PROMOTION - REMEDIATION - RETENTION**

Grades Six, Seven, and Eight

<i>Classroom Performance</i>	Factors to Consider when Decision Making					Decisions for Next Year	
	<i>Student Performance Level</i>	<i>FCAT-SSS Reading & Math</i>	<i>FCAT-NRT Reading & Math or SAT 9 or Gates Reading</i>	<i>FCAT Writing</i>	<i>Did the student have an AIP this year?</i>	<i>Remediation Required Next Year?</i>	<i>Promote or Retain?</i>
Teacher Judgement							
STAR Results							
Reading series daily performance and assessment results	Above Grade Level	Level 4 or 5	Stanine 7, 8, or 9	6.0, 5.0, 5.5	No	No	Promote to the next grade level
Math series daily performance and assessment results	At Grade Level	Level 3	Stanine 4, 5, or 6	4.0, 4.5, 3.0, 3.5	No	No	Promote to the next grade level
LEP Students -- English Language Development	Below Grade Level	Level 2	Stanine 3	2, 2.5	Yes	Requires a new AIP	Write an AIP if remediation is indicated or promote and closely monitor
ESE-IEP performance goals and assessments	Minimally (up to 6 months)				No	Write an AIP or closely monitor	
Parent conference and consultation	Below Grade Level	Level 1	Stanine 2	1, 1.5	Yes	Requires a new AIP	Retain with AIP or Promote with AIP
Principal Recommendation	Considerably (6 months to a year)				No	Must have an AIP	
	Below Grade Level	Level 1	Stanine 1	0	Yes	Requires a new AIP	Retain with AIP or Promote with AIP
	Substantially (more than a year)				No	Must have an AIP	

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if there is compelling verifiable evidence that assessment results do not reflect classroom performance

D. Promotion to a Higher Grade Level

The assignment of a student to a higher grade which results in the student's accelerated promotion should be made on the basis of exceptionally high achievement or evidence that the student will benefit more from the instructional program at the advanced grade level. The Superintendent should authorize the assignment.

The assignment will occur at the end of a grading period agreed upon by both the sending and receiving principal and the Director of Exceptional Student Education, if an exceptional student is involved. If an LEP student is involved, the LEP committee shall meet to document the student LEP plan change.

After agreement has been reached regarding an exceptional student, an Individual Education Plan meeting must be held prior to placement in the new assignment. The long-range academic, social, and emotional effect of the decision shall be considered.

The principal has the responsibility for making such an assignment, but a student will not be accelerated without parental consent. *Amended 6/30/91 & 6/27/00*

The student's cumulative record, report card, and permanent record must indicate, "accelerated grade placement" and the name of the principal who made the placement. *Amended 6/15/99*

Parents shall be notified in writing that their child is receiving an accelerated grade placement to the next higher grade. A copy of this notification shall be placed in the cumulative folder. Notices to parent/guardian of LEP students must be provided in the primary language, whenever feasible. *Amended 6/27/00*

E. Academic Improvement Plan (AIP) Process

As required by *Florida Statute 232.245(3)*, schools must provide a School District of Osceola County *Academic Improvement Plan (AIP)* for students who do not meet district-set levels of proficiency in reading, writing, and/or mathematics. (Science will be added upon completion by the State.) Each Academic Improvement Plan must outline an intensive remedial program in the area(s) of weakness designed to assist the student in meeting state and/or district expectations for proficiency.

The Academic Improvement Plan must clearly identify the:

1. specific needs to be remediated,
2. success-based intervention strategies to be used, and
3. monitoring and reevaluation activities to be employed.

1. Steps for Implementing the AIP

Each student who does **not** meet the levels of performance as determined by the district **must** be provided with additional diagnostic assessments to determine the nature of the student's difficulty and areas of academic need.

- 1 ▪ Data from the additional assessments are to be used to formulate the student's
- 2 AIP.
- 3 ▪ Diagnosis and remediation will occur as soon as possible after a student has
- 4 been identified as deficient in reading, writing,
- 5 mathematics, and/or science (upon completion of science proficiency levels
- 6 by the State).
- 7 ▪ If the student identification occurs during the fourth marking period, the
- 8 diagnosis will be made at the beginning of the following school year with
- 9 remediation immediately following.

10
11 **Diagnostic assessments may include, but are not limited to:**

- 12 ▪ teacher assessment
- 13 ▪ text/placement tests
- 14 ▪ reading running records
- 15 ▪ diagnostic software
- 16 ▪ STAR Reading
- 17 ▪ STAR Math.

18
19 Students in grades 6-8 whose performance in reading, writing, and/or mathematics

20 requires remediation **must** have an AIP or comparable individual academic plan.

- 21 ▪ Students whose performance is minimally below grade level may need an
- 22 AIP.
- 23 ▪ AIP's are required for Grades 6-8 students who are performing below grade
- 24 level.

25
26 An existing AIP is to be **closed** at the conclusion of the school year.

- 27 ▪ At that time, the teacher(s) of the student who had an AIP is to make
- 28 recommendations regarding the student's educational program for the
- 29 following year.
- 30 ▪ The AIP should be placed in the student's permanent record at the close of
- 31 each year or at the time of student withdrawal.

32
33 If a student is to continue remediation during the following year, he or she is to

34 receive a **new AIP**.

- 35 ▪ The new AIP is to be developed through the collaboration of the receiving
- 36 teacher(s) and the parent(s)/guardian(s) and approved by the principal.
- 37 ▪ Recommendations of the sending teacher(s) are to be reviewed as part of the
- 38 AIP progress.

39
40 **2. LEP Students – Academic Improvement Plan Process**

41 Limited English Proficient students who are unable to demonstrate mastery in

42 academic subject areas as described in the Pupil Progression Plan will be referred to

43 an Academic Improvement Plan/LEP committee. This committee will develop an

44 academic improvement plan for the student in accordance with the following

45 guidelines and procedures: *Adopted 6/27/00*

- 1 ▪ The reason for the academic under-performance of an LEP student must **not**
2 imply that he/she needs an extra year to learn English or that it is due to the
3 student's lack of English proficiency.
- 4
- 5 ▪ Establish lack of academic progress in reading, writing and mathematics using a
6 composite of indicators that includes, but is not limited to: grade level checklist,
7 pre-tests and post-tests, alternative assessment results, previous academic records,
8 diagnostic assessment in the home language, and any other appropriate indicator
9 of academic progress.
- 10
- 11 ▪ The first AIP/LEP committee meeting develops an academic improvement plan
12 that includes a list of intensive remedial instructional strategies designed to assist
13 the LEP student (NOTE: ESOL modifications are not considered remedial
14 strategies).
- 15
- 16 ▪ The second AIP committee meeting, with ESOL representation, is held within 18
17 weeks to review the effectiveness of the remedial strategies. If the LEP student
18 does not make satisfactory progress, the curriculum may be suspended and intense
19 remedial instruction in reading and/or mathematics is provided based on the
20 student's deficiencies.
- 21
- 22 ▪ If the LEP student still has not made satisfactory progress after implementing the
23 academic improvement plan for at least 27 weeks, the LEP committee may
24 recommend retention unless conditions exist such that retention would be more
25 adverse for the student than promotion.
- 26
- 27 ▪ The LEP Committee may exempt LEP students from the retention provision. The
28 LEP student may be recommended for promotion based on at least three (3) good
29 cause considerations such as educational background, academic ability in
30 home/native language, number of years in the U.S., current academic progress
31 corresponding to the language arts through ESOL manual, acculturation to new
32 culture, home support, age appropriateness, and mobility.
- 33

34 **3. Gifted Students**

35 For a gifted student who is performing below grade level, it is not appropriate to
36 develop an AIP. Modifications and/or interventions are to be addressed through the
37 Gifted Educational Plan (GEP) process.

38 **4. Students with Disabilities –Academic Improvement Plan Process**

39 **a. 504 Students**

40 An AIP is to be written for a 504 student who is performing below grade level
41 in reading, writing, or mathematics. However, if poor performance **is caused**
42 by his or her disability, the AIP should be developed with the involvement of
43 the parent(s)/guardian(s) and referred to in the 504 Plan.
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1 **b. ESE Students – Academic Improvement Plan Process**

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3 ***34 Code of Federal Regulations Section 300.347***

4

5 *(a) The IEP for each child with a disability must include:*

6 *(1) A statement of measurable annual goals, including benchmarks or short-term*
 7 *objectives, related to—*

8 *(2)(I) Meeting the child's needs that result from the disability to enable the child to be*
 9 *involved in and progress in the general curriculum.*

10

11 When an ESE student is determined to be performing below grade level in reading,
 12 writing, or mathematics, the IEP Committee must be convened to revisit the IEP. The
 13 goals and objectives on the student's IEP **must** address **all** of the student's
 14 educational deficiencies, including the student's below-grade-level performance. The
 15 deficiencies must be addressed by developing specific goals and objectives that
 16 directly correlate to **all** areas of deficiency.

17

18 In addition, the IEP Committee must consider developing an AIP to also address the
 19 student's educational needs in reading, writing, and/or mathematics. The AIP should
 20 also be developed with the involvement of the parent(s)/guardian(s).

21

22 **F. Remediation and Retention** *Amended 7/21/98, 6/15/99, 6/27/00, 6/19/01, 07/01/02*

23

- 24 ▪ **No student may be assigned to a grade level based solely on age or other factors that**
 25 **constitute social promotion.** *Adopted 6/19/01*
- 26
- 27 ▪ **Retention decisions will not be made on a single test score.** *Adopted 6/19/01*
- 28
- 29 ▪ Students in grades 6-8 who are identified as being considerably or substantially below
 30 grade level in reading, writing, mathematics, and/or science (once science proficiency
 31 levels are set by the State) **must** receive remediation and **may** be retained. However,
 32 students whose test scores and classroom performance indicate that they are almost at
 33 grade level may be promoted with close monitoring or promoted with an AIP.
- 34
- 35 ▪ The following options are available for students who have not met the levels of
 36 performance for pupil progression:
- 37 • remediate before the beginning of the next school year and promote,
 38 • promote and remediate during the following year with more intensive intervention
 39 and remediation strategies identified in the revised Academic Improvement Plan,
 40 • retain and remediate using an alternative program of instructional delivery.
- 41
- 42 ▪ Retention of students shall be limited to one (1) year in kindergarten, and one (1) year in
 43 the elementary school (1-5), and one year in the middle school (6-8) unless the principal
 44 recommends additional retention based on information from a school assessment team.
 45 An appropriate placement, which differs from the present placement, must be considered
 46 for a student who has been retained two or more years.
- 47
- 48

- 1 ▪ The LEP committee shall meet to document the evidence indicating lack of
- 2 academic progress and to recommend retention. The parent/guardian shall be
- 3 invited to attend.
- 4 ▪ The teacher(s) must show extensive documentation of the ESOL strategies used to
- 5 provide the student with understandable instruction.
- 6 ▪ The reason for retention **must not imply** the student needs an extra year to learn
- 7 English or that the under-performance is due to the child's limited English
- 8 proficiency.
- 9

10 2. **Students with Disabilities**

11 a. **504 Students**

12 A student with a 504 Plan must meet the district levels of performance.

13 Parent(s)/guardian(s) must be notified if the student is being considered for

14 retention. A 504 Reevaluation committee must determine if the reason(s) for

15 retention is/are caused by the disability of record on the active Section 504

16 Plan. If the team determines that the below-grade-level performance is caused

17 by the disability, the student's placement must be re-evaluated. The re-

18 evaluation must include a review of the student's records, intellectual and

19 academic abilities, and other pertinent information provided by the student's

20 teacher.

21 If the team determines that the below-grade-level performance is not caused

22 by the disability, the student is treated in the same manner as that for a general

23 education student.

24 b. **ESE Students**

25 A student enrolled in ESE **must** meet the district performance levels **unless**

26 their IEP includes documentation that the student is unable to meet the levels

27 of performance, such as:

- 28 ▪ the student's demonstrated cognitive ability and behavior prevent
- 29 the student from completing required classwork and achieving the
- 30 *Sunshine State Standards* even with appropriate and allowable
- 31 classwork modifications,
- 32 ▪ the student is unable to apply or use academic skills at a minimal
- 33 competency level in the home or community.

34 A student enrolled in the ESE program(s) is considered to have met promotion

35 requirements when they have achieved the appropriate instructional goals of

36 the curriculum specified on their IEP. The primary responsibility for

37 determining each student's level of performance is that of the special program

38 teacher and the general education teacher.

39 Below are some of the factors that the IEP team may consider:

- 40 ▪ previous retention history,
- 41 ▪ current goals and objectives on the student's IEP,

- social/emotional behavior,
- attendance,
- placement and a possible change in the current placement,
- grades,
- current accommodations/modifications/services.

Students who do not meet promotion requirements may be administratively placed in the next grade level by the principal. When a student is being considered for administrative placement which involves attendance at another school (for example, from middle to high school) such placement shall be made only at the beginning of the school year. Exceptions to this rule may be made if the sending and receiving principals agree that an administrative placement during the school year is in the best interest of the student and when approved by the Superintendent.

Retention of exceptional students shall be limited to one year in the middle school grades unless otherwise determined by an Individual Education Planning (IEP) team.

Amended 7/21/98

I. Remediation Programs

1. Program Description

Remediation must be based on the results of diagnostic assessment(s) and it must be systematically embedded in the total educational program for the student. The daily instruction for the student will be modified based on both the diagnosis and the contents of the AIP or other educational plan(s) (e.g., IEP, LEP Plan). Remediation must include an instructional program that is not identical to that provided during the previous school year.

The AIP must include one or more of the following instructional intervention strategies:

- tutoring
- classroom organization
- instructional alternatives
- assignment alternatives-adaptations
- ESE referral
- other (see *Florida Statute 232.245*).

Parents of students who have been retained or identified as needing remediation may contract with state certified teachers or enroll students in an approved remedial program to teach individual students in lieu of attendance in a remedial school program. However, if the parent chooses this option, he or she must notify the child's school principal in writing within fifteen (15) days after the AIP conference. Such students will be required to pass a school-approved exam.

2. Jump Start Remedial Program

Beginning with the 1999-2000 school year, graduating eighth grade students whose test scores fall in the bottom quartile or who have been identified as needing

1 assistance in one or more areas of mathematics, reading, writing, and/or study skills
 2 will be required to complete an intensive summer program at the high school
 3 designed to provide students with skills needed to be successful in high school. Upon
 4 successful completion of the summer program students will receive 1.5 elective high
 5 school credits. Students who fail to master needed skills in the summer school will
 6 continue in the program during the fall semester. Amended 7/2/96
 7

8 **Florida Statute 232.245**

9 ***Pupil progression; remedial instruction; reporting requirements.--***

10 *(1) It is the intent of the Legislature that each student's progression from one grade to another be determined, in part,*
 11 *upon proficiency in reading, writing, science, and mathematics; that school district policies facilitate such proficiency;*
 12 *and that each student and his or her parent or legal guardian be informed of that student's academic progress.*

13 *(2) Each district school board shall establish a comprehensive program for pupil progression which must include:*

14 *(a) Standards for evaluating each pupil's performance, including how well he or she masters the performance standards*
 15 *approved by the state board according to s. 229.565; and*

16 *(b) Specific levels of performance in reading, writing, science, and mathematics for each grade level, including the*
 17 *levels of performance on statewide assessments as defined by the Commissioner of Education, below which a student*
 18 *must receive remediation, or be retained within an intensive program that is different from the previous year's program*
 19 *and that takes into account the student's learning style. No student may be assigned to a grade level based solely on age*
 20 *or other factors that constitute social promotion. School boards shall allocate remedial and supplemental instruction*
 21 *resources first to students who fail to meet achievement performance levels required for promotion. The state board*
 22 *shall adopt rules to prescribe limited circumstances in which a student may be promoted without meeting the specific*
 23 *assessment performance levels prescribed by the district's pupil progression plan. Such rules shall specifically address*
 24 *the promotion of students with limited English proficiency and students with disabilities. A school district must consider*
 25 *an appropriate alternative placement for a student who has been retained 2 or more years.*

26 *(3) Each student must participate in the statewide assessment tests required by s. 229.57. Each student who does not*
 27 *meet specific levels of performance as determined by the district school board in reading, writing, science, and*
 28 *mathematics for each grade level, or who does not meet specific levels of performance, determined by the Commissioner*
 29 *of Education, on statewide assessments at selected grade levels, must be provided with additional diagnostic assessments*
 30 *to determine the nature of the student's difficulty and areas of academic need. The school in which the student is enrolled*
 31 *must develop, in consultation with the student's parent or legal guardian, and must implement an academic improvement*
 32 *plan designed to assist the student in meeting state and district expectations for proficiency. Each plan must include the*
 33 *provision of intensive remedial instruction in the areas of weakness. Remedial instruction provided during high school*
 34 *may not be in lieu of English and mathematics credits required for graduation. Upon subsequent evaluation, if the*
 35 *documented deficiency has not been corrected in accordance with the academic improvement plan, the student may be*
 36 *retained. Each student who does not meet the minimum performance expectations defined by the Commissioner of*
 37 *Education for the statewide assessment tests in reading, writing, science, and mathematics must continue remedial or*
 38 *supplemental instruction until the expectations are met or the student graduates from high school or is not subject to*
 39 *compulsory school attendance.*

40 *(4) Any student who exhibits substantial deficiency in reading skills, based on locally determined assessments conducted*
 41 *before the end of grade 1 or 2, or based on teacher recommendation, must be given intensive reading instruction*
 42 *immediately following the identification of the reading deficiency. The student's reading proficiency must be reassessed*
 43 *by locally determined assessment or based on teacher recommendation at the beginning of the grade following the*
 44 *intensive reading instruction, and the student must continue to be given intensive reading instruction until the reading*
 45 *deficiency is remedied. If the student's reading deficiency, as determined by the locally determined assessment at grades*
 46 *1 and 2, or by the statewide assessment at grade 3, is not remedied by the end of grade 4, and if the student scores below*
 47 *the specific level of performance on the statewide assessment test in reading, the student must be retained. The local*
 48 *school board may exempt a student from mandatory retention for good cause.*

49

(5) Each district must annually report to the parent or legal guardian of each student the progress of the student towards achieving state and district expectations for proficiency in reading, writing, science, and mathematics. The district must report to the parent or legal guardian the student's results on each statewide assessment test. The evaluation of each student's progress must be based upon the student's classroom work, observations, tests, district and state assessments, and other relevant information. Progress reporting must be provided to the parent or legal guardian in writing in a format adopted by the district school board.

(6) The Commissioner of Education shall adopt rules pursuant to ss. 120.536(1) and 120.54 for the administration of this section.

(7) The Department of Education shall provide technical assistance as needed to aid school districts in administering this section.

J. Summer School

1. LEP Students

All categories of Limited English Proficient (LEP) students in grades K-5 , including Limited English Proficient (LEP) students are eligible to attend Summer School for either academic or language maintenance needs, provided the services are rendered at the school. The following requirements must be met:

- The need for summer school attendance must be documented in the student's individual LEP Plan.
- The specific academic or language maintenance needs of the student must be listed in the student's individual LEP Plan.
- The student's LEP Plan will serve as the summer school LEP Plan.

2. ESE Students

The determination of Extended School Year (ESY) services is a decision of the Individual Educational Planning team and should be provided for the student if the skills learned during the school year will significantly jeopardized through regression without them. *Adopted 6/27/00*

3. Home Education Students

Home education students may participate in summer school if it is available and if they meet the same eligibility requirements as established for all regularly attending students.

Students who expect to earn Summer School credit in a home education program must register with the Superintendent by the end of the first grading period (second week) of summer school.

IV. REPORTING STUDENT PROGRESS

A. Parent(s)/Guardian(s) – Written Notification Requirements

Florida Statute 232.24521 requires that district report cards for all middle school students must clearly grade or mark:

- 1 ▪ the student's academic performance in each class or course in grades
- 2 1-12 (based upon examinations as well as written papers, class
- 3 participation and other academic performance criteria);
- 4
- 5 ▪ the student's conduct and behavior; and
- 6
- 7 ▪ the student's attendance, including absences and tardiness.
- 8

9 The student's final report card for a school year shall contain a statement indicating
10 end-of-year status regarding performance or nonperformance at grade level,
11 acceptable or unacceptable behavior and attendance and promotion or nonpromotion.

12 **B. Report Cards**

- 13
- 14
- 15 ▪ All schools shall use a standard report card appropriate for the level (K, 1-2, 3-5,
- 16 6-8, 9-12) as the primary means of reporting student progress.
- 17
- 18 ▪ With the approval of the Superintendent and the School Board, schools may
- 19 develop additional or supplementary instruments, which may be used in
- 20 conjunction with the standard report card. *Amended 7/29/97 & 6/25/99*
- 21
- 22 ▪ Report cards shall be issued for all students, 6-8, at the close of each grading
- 23 period. *Amended 6/30/92*
- 24
- 25 ▪ Progress Reports may be issued at the end of the extended year programs and
- 26 services, i.e., summer school, Saturday school, before and after school programs.
- 27 *Adopted 6/27/00*
- 28
- 29 ▪ Parents are to be notified in writing at any time during a grading period when it is
- 30 apparent that the student may not pass or is performing unsatisfactorily in any
- 31 course or grade level. The county Deficiency/Progress Report and/or approved
- 32 electronic Progress Report form will be used for this notification.
- 33 *Amended 6/15/99 & 6/27/00*
- 34
- 35 ▪ Report cards for Limited English Proficient (LEP) students must be in the primary
- 36 language of the parent/guardian, whenever feasible. These primary language
- 37 report cards are to be attached to the English report card. *Adopted 6/27/00*
- 38

39 **C. General Rules of Marking**

40 **Report Card Grades:**

- 41 1. Report card grades are to provide the student and the student's
- 42 parents(s)/guardians(s) with an objective evaluation of the student's scholastic
- 43 achievement, and effort.
- 44
 - 45 ▪ Marks are based on the quality of student performance relative to
 - 46 expected levels of achievement of the Sunshine State Standards.

- 1 ▪ The student's academic grades are to reflect academic achievement.
 2 The quality of the work will be assessed by multiple measures that
 3 include, but not limited to:
- 4 ▪ teacher observations (oral presentations or reports, speeches,
 5 recitations, impromptu speaking, student participation and
 6 demonstrations);
 - 7 ▪ classroom assignments (reports, term or research papers,
 8 models, projects, exhibits, posters, computer programs and
 9 homework);
 - 10 ▪ examinations (essay, multiple-choice and completion tests, oral
 11 tests and skill tests requiring demonstrations);
 - 12 ▪ alternative methods (portfolios and performance assessment).
- 13
- 14 2. A sufficient number of grades/marks will be recorded to justify the marking-
 15 period grade/mark. A marking-period grade is not based solely on a single
 16 project. Passing grades on report cards indicate that the student is working
 17 within a range acceptable for the grade or subject, unless the subject is clearly
 18 identified as remedial.
- 19
- 20 3. To receive a report card a student shall have been enrolled in school at least ½
 21 of the forty-five day grading period as established by the official school
 22 calendar. If a middle school student is enrolled for less than one-half (1/2) of
 23 the forty-five day grading period, a report card shall be issued, but a grade is
 24 not required. The report card needs to reflect the date of entry and attendance
 25 record. If a student withdraws, he shall be issued a grade on the withdrawal
 26 form as of the date of withdrawal. *Amended 7/2/96 & 6/27/00*
- 27
- 28 4. Students are to receive grades in all subjects in which they have received
 29 instruction that grading period.
- 30
- 31 5. If the principal of a school feels it is necessary to change a pupil's grade in
 32 any subject at the end of a grading period, the principal shall consult with the
 33 teacher regarding the necessary change. If the change is made after official
 34 notification has been made to the parents, a copy of the principal's reasons
 35 shall be placed in the pupil's cumulative folder.
- 36

37 **D. Description and Definition of Marks**

38
 39 Schools shall adhere to the following evaluation plan for grading and reporting pupil
 40 progress. The same evaluation plan applies to Limited English Proficient (LEP).
 41 *Amended 6/15/99, 6/27/00, 6/19/01, & 07/01/02*

- 42
- 43 1. In grades 6-8, the determination of individual nine weeks' grades may be
 44 computed by one of the following two systems. However, for the
 45 determination of end-of-year final grades for promotion, see III.A.
- 46
 47
 48

1 **a. Grades 6-12 Percent Point Value Definition**

2 Effective July 1, 2001, Grades 6-12 will be given corresponding letter
3 grades using the scale below: *Amended 6/19/01*

<u>Grade</u>	<u>Percent</u>	<u>Definition</u>
A	90-100	outstanding progress
B	80-89	above average progress
C	70-79	adequate progress
D	60-69	lowest acceptable progress
F	0-59	failure
I	0	incomplete

12 **b. Grades 6-8 Grade Point System**

13 *Adopted 7/01/02, Amended 08/20/02*

<u>Grade</u>	<u>Point</u>	<u>Definition</u>
A	3.5 – 4.0	outstanding progress
B	2.5 – 3.4	above average progress
C	1.5 – 2.4	adequate progress
D	1.0 – 1.4	lowest acceptable progress
F	0 – 0.49	failure
I	0	incomplete

22 2. If an “I” (incomplete) is recorded on a report card, the requirements for which
23 the incomplete was assigned must be satisfied within two weeks of the
24 issuance of report cards or the “I” becomes “F”. At the teacher’s discretion a
25 longer period of time may be allowed for make up work.

26 3. For **Special Area/ Exploratory classes in grades 6-8**, the following grading
27 scale may be used: *Adopted 6/30/92*

S	--	Successful Progress
N	--	Needs Improvement
U	--	Unsuccessful Progress

30 4. Final grades are awarded on a yearly basis in middle school.
31 • When two nine weeks are used to determine a final grade, each nine weeks
32 shall count 50% of the final grade. The total will be divided by two (2).
33 • If a semester exam is given, each nine weeks’ grade and the final exam
34 grade shall count 20% of the final grade, and the total shall be divided by
35 five (5).

36 *Amended 6/30/92, 7/2/96, & 08/20/02*

37 **E. Guidelines for Grading and Reporting Academic Progress of LEP**
38 **Students** *Revised 6/27/00*

39 The course grade and academic progress of LEP students will be based on the results
40 of teacher observation, alternative assessments, and modified tests used to assess the
41

1 understandable instruction provided through the use of ESOL teaching strategies,
2 appropriate instructional materials, and curriculum modifications.

3
4 If there is a continued pattern of failure in classroom performance and assessments,
5 the LEP committee shall meet to review the reasons for the student's lack of progress.
6 The reason(s) documented for the academic under-performance of an LEP student
7 **cannot imply** that he/she needs an extra year to learn English or that it is due to the
8 student's lack of English proficiency.

9
10 The following documentation needs to be in the student permanent records:

- 11 ▪ Documentation of the ESOL strategies used by the ESOL language arts
12 and basic content area teacher(s) to provide understandable instruction,
13 including the alternative assessment instruments and test modifications
14 used to evaluate the student's academic progress.
- 15 ▪ The records of parental contacts or attempts made to inform the
16 parent/guardian of the student's under-performance. When applicable,
17 copies of the deficiency reports signed by the student and parent/guardian.
18 Notices to parent/guardian of LEP students must be provided in the
19 home/native language, whenever feasible.
- 20 ▪ The instructional support requested by the teacher(s) to provide additional
21 assistance for the student from the ESOL Assistant and Compliance
22 Specialist available at the school.

23 24 **F. District/ State Assessment Programs**

25
26 All students must participate in all regular district and state assessments for
27 accountability purposes (*Florida Statute 229.57*). Each student in grades 1-5 must
28 participate in the Fall SAT-9 testing for Reading Comprehension and Math Problem
29 Solving subtests.

30
31 Home education students who wish to participate in the Florida Comprehensive
32 Assessment Test (FCAT) may do so under the following conditions:
33 *Adopted 6/19/01*

- 34 ▪ Home education students may take the FCAT only at the school for which
35 they are zoned.
- 36
37 ▪ Home education students must abide by all the rules of the Student Code
38 of Conduct while on any Osceola County school campus. Failure to do so
39 will result in the removal of the student from the campus and loss of
40 testing privileges.
- 41
42 ▪ Home instruction parents must notify the appropriate school(s) of their
43 intention to participate in testing at least two weeks in advance of the
44 scheduled assessment.

1 **E. Modifications of District/ State Assessments for**
 2 **Special Program Students**

3
 4 **1. LEP Students**

5
 6 The LEP Committee will review each ESOL student's progress to
 7 determine whether a modification is necessary. Test modifications, based
 8 on the recommendations of the LEP Committee, may include: **flexible**
 9 **setting, flexible scheduling, flexible timing, English/heritage language**
 10 **dictionary, and assistance in the heritage language.**

11
 12 **2. Students with Disabilities**

13
 14 **a. 504 Students**

15 Students with 504 plans may receive modifications on both district and
 16 state assessments. The multidisciplinary team should refer to the
 17 student's past performance on standardized tests and the classroom
 18 modification section of the 504 Plan to determine if the impairment
 19 substantially interferes with his/her performance. If so, the
 20 multidisciplinary team will determine the necessary modifications for
 21 district and state assessments.

22
 23 Modifications may include: **flexible setting, flexible scheduling,**
 24 **flexible timing, flexible responding, flexible presentation, and/ or**
 25 **flexible format.**

26
 27 **b. ESE Students**

28 Test modifications during district/state testing will be implemented as
 29 specified in the student's IEP. The IEP must specify:

- 30 • assessment name,
- 31 • area of assessment (e.g., reading, mathematics, etc.),
- 32 • standard administration, and
- 33 • modification(s):
 - 34 ✓ flexible setting,
 - 35 ✓ flexible scheduling,
 - 36 ✓ flexible timing,
 - 37 ✓ flexible responding,
 - 38 ✓ flexible presentation, and/ or
 - 39 ✓ flexible format.

40
 41 **F. Exemptions from District/State Assessments for**
 42 **Special Program Students**

43
 44 **1. LEP Students**

45
 46 An LEP student whose Home Language Survey (HLS) date precedes a
 47 district/state testing date by less than one year may be exempted

1 individually by specific action of the LEP Committee. **It is strongly**
2 **recommended all be tested.** A district-approved alternate assessment
3 must be administered to those LEP students who have been exempted
4 from a district and/or state assessment. *Adopted 07/01/02*
5

6 **2. Students With Disabilities**
7

8 **a. 504 Students**

9 Students with 504 plans **may not** be exempted from state assessments.
10

11 **b. ESE Students**

12 The IEP committee determines whether a student with a disability
13 participates in state and district assessments. The decision to exclude
14 any student with a disability must be documented on the IEP and must
15 meet the following criteria:

- 16 • the student demonstrated cognitive ability prevents the
17 student from completing required coursework, and achieving
18 the benchmarks of the Sunshine State Standards, even with
19 appropriate and allowable accommodation; AND
- 20 • the student requires extensive direct instruction to accomplish
21 the application and transfer of skills competencies needed for
22 domestic, community living, leisure, and vocational
23 activities.
24

25 Students who are excluded from state and district assessment will be
26 assessed through an alternate assessment procedure identified by the IEP
27 team and documented on the IEP.

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**THE SCHOOL DISTRICT OF
OSCEOLA COUNTY, FLORIDA**

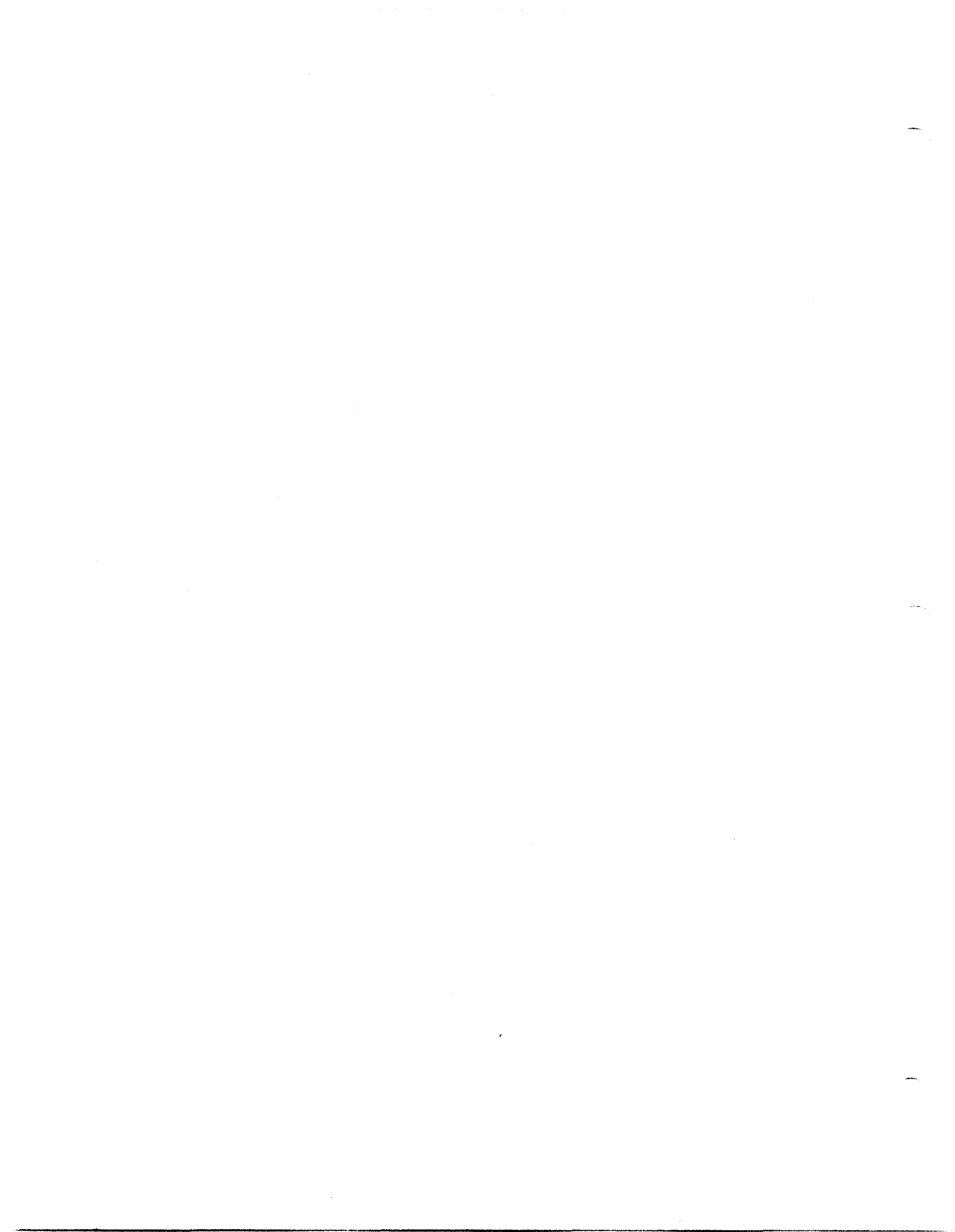


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**2002-2003
HIGH SCHOOL
PUPIL PROGRESSION PLAN**

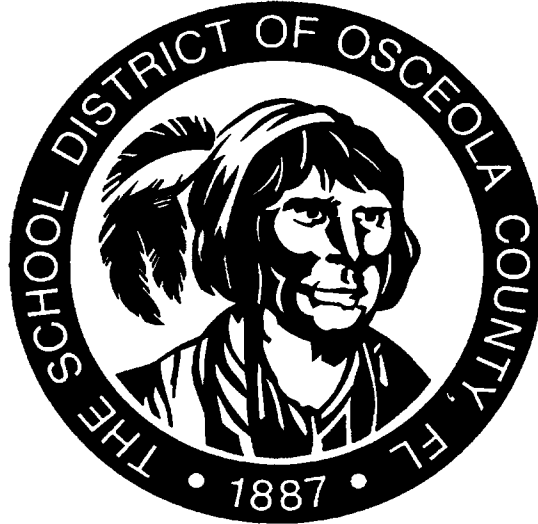
Grades 9-12

Effective July 01, 2002



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**THE SCHOOL DISTRICT OF
OSCEOLA COUNTY, FLORIDA**



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SCHOOL BOARD MEMBERS

CHAIRMAN
David E. Stone

Thomas Chalifoux
Tom Greer
Michael E. Harford
Judith A. Robertson

SUPERINTENDENT
Blaine Muse

**THE SCHOOL DISTRICT OF
OSCEOLA COUNTY, FLORIDA**

PUPIL PROGRESSION PLAN TASK FORCE

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**Beverly Brizendine, Director of Elementary Programs
Melba Luciano, Principal, Central Avenue Elementary
Linda Harwood, Principal, Highlands Elementary**

MIDDLE SCHOOL COMMITTEE

**Annalee Meadows, Director of Secondary Programs
Penny Noyer, Principal, Horizon Middle School
Dan Parker, Principal, St. Cloud Middle School**

HIGH SCHOOL COMMITTEE

**Annalee Meadows, Director of Secondary Programs
Jim Kish, Director of Technical and Adult Education
Michael Brizendine, Principal, Poinciana High School
George Sullivan, Principal, St. Cloud High School
Sonia Vazquez, Coordinator of Charter and Choice Schools**

SPECIAL PROGRAMS COMMITTEE

**Penny Collins, Director of Exceptional Student Education
Dalia Medina, Coordinator of Multicultural Education
Don L. Miller, Director of Special Programs
Beth Rattie, Coordinator of Alternative Programs
Sonia Vazquez, Coordinator of Charter and Choice Schools**

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I. ENTRY AND ATTENDANCE REQUIREMENTS

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.

A. Initial Entry Requirements

It is the responsibility of parent(s)/ guardian(s) of students entering Osceola County schools for the first time to present the following at the time of registration:

1. Evidence of Age *Amended 6/27/95*

Florida Statute 232.03 requires that students enrolling in Florida public schools must present evidence of their age. Evidence submitted shall be a valid birth certificate, or other documentation of birth, as listed in Florida Statute 232.03.

Florida Statute 232.03

Evidence of date of birth required –

Before admitting a child to prekindergarten or kindergarten, the principal shall require evidence that the child has attained the age at which he or she should be admitted in accordance with the provisions of Section 232.01, Florida Statutes. The superintendent may require evidence of the age of any child whom he or she believes to be within the limits of compulsory attendance as provided for by law. If the first prescribed evidence is not available, the next evidence obtainable in the order set forth below shall be accepted:

- (1) A duly attested transcript of the child's birth record filed according to law with the public officer charged with the duty of recording births;*
- (2) A duly attested transcript of a certificate of baptism showing the date of birth and place of baptism of the child, accompanied by an affidavit sworn to by the parent;*
- (3) An insurance policy on the child's life which has been in force for at least 2 years;*
- (4) A bona fide contemporary Bible record of the child's birth accompanied by an affidavit sworn to by the parent;*
- (5) A passport* or certificate of arrival in the United States showing the age of the child;*
- (6) A transcript of record of age shown in the child's school record of at least 4 years prior to application, stating date of birth; or*
- (7) If none of these evidences can be produced, an affidavit of age sworn to by the parent, accompanied by a certificate of age signed by a public health officer or by a public school physician, or, if neither of these shall be available in the county, by a licensed practicing physician designated by the school board, which certificate shall state that the health officer or physician has examined the child and believes that the age as stated in the affidavit is substantially correct.*

**If a passport or immigration document is used as evidence of age, it may not be duplicated. Only a notation may be placed in the student's record. Adopted 6/27/00.*

Maximum Age Limit for Attendance

- 1

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- A person who has attained the age of eighteen (18) years on or before opening of the school year shall not be enrolled in any regular senior high program unless a Review Committee, composed of a guidance counselor, the principal, and the Student Services Director, determines it is the most appropriate educational placement. An enrolled student who is involved in a continuous high school study program shall be exempt from this restriction. A student's continuous study program shall not be extended beyond the end of the semester in which the student reaches the age of twenty-one (21) years.
 - A student who attains the age of sixteen (16) years during the school year is not subject to compulsory school attendance beyond the date upon which he/she attains that age if the student files a formal declaration of intent to terminate school enrollment with the district at the exit interview. The declaration must acknowledge that terminating school enrollment is likely to reduce the student's earning potential and must be signed by the exiting student and the parent/guardian.
 - A child who attains the age of eighteen (18) years during the school year is not subject to compulsory school attendance beyond the date which he/she attains that age.
 - A student with a disability shall be considered to be "in a continuous study program" when that student's Individual Education Plan (IEP) requires continued services by the district. If a student with a disability graduates with a special diploma, a certificate of completion, or a special certificate of completion, and has not reached the age of 22, the student may, at his/her option, continue to receive Free and Appropriate Public Education (FAPE) until that student's 22nd birthday or until he/she earns a standard diploma whichever comes first. Graduation with a standard diploma, regardless of age, constitutes cessation of FAPE requiring written prior notice.

2. Health Requirements – Initial Entry**a. Certificate of Physical Examination** *Amended 6/30/92*

A certificate of a physical examination within the twelve-month period immediately preceding enrollment shall be presented before a child is allowed to attend classes. The certificate shall be signed by a licensed practicing physician, or an Advanced Registered Nurse Practitioner certifying that the pupil has no contagious or communicable disease which would warrant the pupil's exclusion from public schools. A Physician's Assistant operating under the supervision of Osceola County Public Health Director may also sign the certificate. *Amended 6/27/95*

1 Students, other than children of military personnel, transferring from a foreign
2 country must possess an examination certificate issued within the United
3 States.
4

5 **Exceptions:**

- 6 ▪ The pupil was previously enrolled in a Florida school.
- 7 ▪ Parental objections on religious grounds are in writing.

8
9 **b. Proof of Tuberculin Test**

10
11 Any enrollee returning from an area outside of the Continental United States,
12 regardless of grade level, must present evidence of a Tuberculin test, with a
13 negative reading, administered within the last twelve months before class
14 attendance will be allowed. A student who has a positive reading on any
15 Tuberculin test will be required to submit to a chest X-ray. The student will
16 not be allowed to enroll until a licensed physician certifies that the student
17 may attend class. *Amended 7/23/91, 6/27/95 & 7/21/98*

18
19 For purposes of this rule the following United States territories are considered
20 to be a part of the Continental United States:

- 21 ▪ America Samoa
- 22 ▪ Guam
- 23 ▪ Puerto Rico
- 24 ▪ Trust Territories of the Pacific
- 25 ▪ Virgin Islands

26
27 **c. Immunization**

Amended 7/21/98

28
29 Each pupil who is otherwise entitled to admittance to an Osceola County
30 School, shall be required to present a certificate of immunization on a Florida
31 form, showing that the student has received inoculations for those
32 communicable diseases for which immunization is required by the Division of
33 Health, and Florida Statute 232.032.

34
35 Students who have not received the required immunizations as stipulated by
36 state law and who have not received a statutory exemption will be temporarily
37 excluded from school until such immunizations have been administered.

Adopted 9/7/99

38
39
40 **Required Immunizations:**

- 41 ▪ five (5) DP's
- 42 ▪ four (4) Polio
- 43 ▪ two (2) MMR's (First dose is valid if given on or after first
44 birthday.)

Amended 9/7/99, 6/27/00, 6/19/01, & 07/01/02

Grades 9-12

All required immunizations and Hepatitis B (series of 3) and Tetanus/Diphtheria (TD) booster *Amended 07/01/02*

Exceptions may be granted as follows:

- parental objections in writing on religious grounds,
- written certification for exemption for medical reasons by a competent medical authority or the Division of Health.

3. Residency Requirements *Amended 6/29/93 & 6/27/95, Revised 7/21/98*

A resident parent or guardian admitting a pupil to an Osceola County School shall produce **two (2) documents from the following categories:**

- mortgage document, rental or lease agreement, property tax records;
- notarized statement signed by the owner of the home in which the parent resides with supporting documents from the owner such as a mortgage, rental or lease agreement, or property tax records;
- current utility bill;
- income tax records;
- proof of receipt of government benefits.

If false and/or misleading information is presented in order to meet residency requirements, the child falsely registered shall be subject to immediate withdrawal from Osceola District Schools and required to register in the school in the assigned attendance zone or in the case of an out-of-district child, a school in the district of residence.

Any person knowingly providing false and/or misleading information may be liable for criminal charges under Florida Statutes.

B. Placement of Transfer Students

1. General Transfer Information

The school principal will determine placement of a student who transfers from other countries, counties, states, private schools or from a home education program. If a student transfers from a school or program other than a regionally accredited institution or with inadequate or incomplete records, placement will be based upon the information available, including any or all of the following:

- student's age,
- a review of all existing school records and home education records (e.g., student portfolio, annual evaluations),
- a review of the previous educational program including, but not limited to, time spent in a program and curriculum requirements of the program,

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- a test on grade level or individual subject-area objectives or competencies to be identified by the principal,
- an interview with the student and/or the parent(s)/guardian(s) by the principal or designee(s),
- teacher judgment of classroom performance during a probationary period to be established by the principal.

2. Placement of Transfer Students – Grades 9-12

A student in grades 9-12 who transfers from any other public school in the United States or a foreign country is placed in comparable classes and all records from the previous school are accepted.

- Students who transfer into Osceola County from public schools shall be classified according to their grade placement at the school from which they transfer. Thereafter they will follow classification as set up by Osceola County except for those students who transfer as seniors.
- All transfer students will be expected to attempt to earn a minimum of three (3) credits per semester in the year of their transfer; however, no requirement for specific course work will be retroactive except as stated above.
- The requirements of the School Board shall not be retroactive for transfer students provided the student has met all requirements of the school, school district or state from which he/she is transferring (6A-1.095).
Adopted 6/30/92 & Amended 6/27/95
- Students will be limited to the transfer of no more than four high school credits earned prior to entry into the ninth grade. Such credits must have been earned at the seventh and eighth grade levels and follow the appropriate rules of the Middle School Pupil Progression Plan.
Adopted 6/30/92 & Amended 6/27/95, 7/21/98, 07/01/02
- Work or credits from state or regionally accredited SACS/ CITA public or private schools or institutions shall be accepted at face value, subject to validation if deemed necessary. *Amended 07/01/02*

3. Students Who Are Not Residing with Their Natural Parents or Legal Guardians

Any student wishing to enroll in school who is not residing with his or her natural parent or legal guardian shall have the responsible adult with whom the student is living sign an Affidavit of Responsibility form available through Student Services at the District Office. The responsible adult shall present proof that he or she has parental consent or legal right to accept responsibility. Parental consent shall be notarized.

4. Student Custody

Any person or agency who has been given exclusive care, custody, or control over any student by order of any court having jurisdiction to enter such order, may provide a certified or otherwise authenticated copy of such order, Marriage Certificate, or other extraneous criteria not covered by specific rule, to the principal of the school in which each student is enrolled. The order shall be placed in the student's official records and thereafter such person or agency shall be recognized for all purposes as the sole parent or guardian of the student until such time as subsequent or additional orders changing such status are likewise provided.

Implementation: FS 232.04, 232.01, 232.031, 232.032, 320.38, 322.031; SBR 6A-198; 228.212, 316.003 (62); 228.041 (1) (a), 228.061 (2); SBR 6A-6.311 and 6A.6341 and FS 230.23 (4) (m)

5. Limited English Proficient (LEP) Students

For a student identified as Limited English Proficient (LEP) and transferring from a school in another country, placement must comply with appropriate procedures for students in the English for Speakers of Other Languages (ESOL) programs found in the *ESOL Program Procedures*.

Home Language Survey (HLS) Responses/Assessment Criteria

- A student with all NO responses on the HLS is considered non-Limited English Proficient (LEP).
- A student with any YES response is referred for additional English language proficiency assessment.
- A student with a YES response to question #1 only is **temporarily** placed in general education classes until English proficiency assessment occurs.
- A student with more than one YES response is temporarily placed in basic ESOL classes until English language proficiency assessment occurs.
- The state-approved age-appropriate IDEA Language Proficiency Test is used to assess oral/aural English ability and is to be administered within the first 20 days after the registration date.

6. Student with Disabilities

a. 504 Students

A transferring 504 student is a student who was previously enrolled in any other school or agency with an active 504 plan and who is enrolling in a Florida school district. Upon notification that a transferring student is one with an active 504 Plan, the receiving school must review the existing 504 Plan and must revise as needed.

1 **b. Exceptional Student Education (ESE) Students**

- 2 ▪ A transferring ESE student is one who was previously enrolled as an
- 3 ESE student in any other school or agency and who is enrolling in a
- 4 Florida school district or in an educational program operated by the
- 5 Exceptional Student Education Department through grants or
- 6 contractual agreements.
- 7
- 8 ▪ An ESE student who is transferring from one Florida public school
- 9 district to the School District of Osceola County who has a current
- 10 Individual Education Plan including Gifted Students (IEP/GEP) will
- 11 be placed in the appropriate educational program(s) consistent with
- 12 the plan. The receiving school **must** review and may revise the
- 13 current IEP/GEP as necessary.
- 14
- 15 ▪ An ESE student who is transferring from an out-of-state public school
- 16 and has a current IEP as well as evaluation data necessary to
- 17 determine that the student meets Florida's eligibility criteria for
- 18 special programs will be placed immediately in the appropriate
- 19 educational programs(s) without temporary assignment. An ESE
- 20 student who is transferring from another state and does not meet the
- 21 district's criteria for dismissal from an ESE program will also be
- 22 placed immediately in the appropriate educational program(s) without
- 23 temporary assignment. In both cases, the receiving school **must**
- 24 review the current IEP and may revise the document as necessary.
- 25

26 **7. Home Education**

27 Students who are participating in a home instruction program in accordance

28 with FS 232.0201 may be admitted to public school on a part-time basis.

29 *Adopted 9/17/96*

30

- 31 ▪ Students in home education who wish to attend public school must have
- 32 met all criteria for a home education program during the entire semester
- 33 immediately prior to the time of admission, meet the same registration
- 34 requirements as full-time students, and enroll for and attend at least one
- 35 (1) regularly scheduled class period at the zoned school. Such students
- 36 must register prior to the start of the semester they will attend. Full-time
- 37 students will be given priority in course registration. Home-schooled
- 38 students who are excluded from a class/course at their zoned school due
- 39 to space limitations may attend another school if space in that
- 40 class/course is available. *Adopted 9/17/96, Amended 6/19/01*
- 41
- 42 ▪ The Board is not responsible for the transportation of students in a home
- 43 education program to or from the school. The school principal will
- 44 establish the time and place for arrival and departure of home education
- 45 students. Students who attend school on a part-time basis are subject to
- 46 all applicable rules and regulations pertaining to full-time students.
- 47 *Adopted 9/17/96*
- 48

- 1 ▪ Home education students are eligible to participate in interscholastic
- 2 extracurricular student activities. The school principal will establish
- 3 guidelines for participation pursuant to Florida Statute 232.425 (3)(c),
- 4 and these guidelines will be made available to home education students
- 5 choosing to participate in interscholastic extracurricular activities.
- 6 *Adopted 07/02/96*

8 **C. Attendance Guidelines**

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10 School attendance is the direct responsibility of parent(s)/guardian(s) as required by
11 Florida Statute 232.09. All students are expected to attend school regularly and to be
12 on time for classes in order to benefit from the instructional program and to develop
13 habits of punctuality, self-discipline, and responsibility.

14 **Responsibility for Attendance**

- 15 ▪ Each parent of a child within the compulsory attendance age shall be
- 16 responsible for such child's school attendance as required by Florida Statutes
- 17 232.09.
- 18
- 19
- 20 ▪ Whenever a child of compulsory attendance age is absent without the
- 21 permission of the person in charge of the school, the parent of the child shall
- 22 report and explain the cause of such absence to the proper person at each
- 23 school, as provided in Florida Statute 232.10.
- 24
- 25 ▪ Notes or telephone calls from parent(s)/guardian(s) are required either before
- 26 or after an absence. It is the responsibility of the student to make up work
- 27 missed because of absences. Students receiving out-of-school suspension
- 28 **must** be assigned schoolwork that will cover content and skills taught during
- 29 the duration of the suspension. Students are given one day for each absence to
- 30 complete makeup work unless unusual circumstances indicate an extension.
- 31 The principal or designee must approve any extension.
- 32
- 33 ▪ The Superintendent may delegate the enforcement of compulsory school
- 34 attendance and child welfare to attendance personnel as provided in Florida
- 35 Statute 232.16.
- 36

37 **Reporting Procedures**

- 38 ▪ It shall be the responsibility of the principal and the teacher to encourage
- 39 regularity of attendance and punctuality, and to check student attendance as
- 40 prescribed below.
- 41
- 42 ▪ The principal shall be responsible for the administration of attendance rules
- 43 and procedures and for the accurate reporting of attendance in the school
- 44 under his direction. All officials, teachers and other employees shall keep
- 45 records and shall prepare and submit all reports that may be required by law
- 46 and State Board Regulation 6A-1.044.
- 47

- Attendance checks shall be made as early in the day as practicable. Students who are not present in school at the time attendance is checked shall be marked absent for the day unless presence is verified by attendance personnel. (This is not to be confused with class attendance). All absences whether "excused, or "permitted", or "unexcused", shall be recorded each day.

1. Student Absences

Non-attendance in a class shall be considered an absence unless the student is participating in a school activity. Absences shall be classified as:

a. Excused Absences

Absences shall be excused for the following reasons:

- illness or injury of the student,
- illness, injury, or death in the immediate family of the student. The immediate family shall be defined as listed in the United States Internal Revenue Service guidelines.

If there is a reasonable doubt concerning the illness claimed, the principal shall be authorized to require a statement from an accepted medical authority. Failure to comply with this requirement shall result in the absence being "unexcused."

The Principal of a school shall have sole discretion as to how absences shall be reported to the school. The parent or legal guardian shall report absences through a telephone call, a handwritten note, or both as determined by the Principal. *Adopted 6/19/01*

In cases of excused absences, the student shall be allowed to make up the work and teachers of the students shall give every reasonable assistance.

Make-up work shall be completed during a period of time equal to at least twice the time for which the absence is excused, unless the teacher allows more time.

b. Permitted Absences

"Permitted" absences may be granted. Only the principal shall have the authority to grant "permitted" absences and then only after he or she has considered the merits of each case. It shall be the principal's responsibility to give to the parents a copy of the School Board rules pertaining to permitted absences.

Arrangements for make-up work shall be made in advance with the instructor of classes to be missed. The student shall assume complete responsibility for the make-up work. The teachers shall cooperate by making assignments, grading materials, and recording grades. The teacher shall set a timeline for

1 receiving the student's work for credit, and this timeline will not exceed twice
 2 the number of days of absence.

3
 4 **Examples of situations warranting "permitted" absences include:**

- 5 ▪ attendance at an important public function,
- 6 ▪ attendance at church meetings, or observances of religious
 7 holidays,
- 8 ▪ travel with parents in urgent circumstances,
- 9 ▪ attendance at non-school conventions or conferences,
- 10 ▪ other situations with parental permission and the approval of the
 11 principal, or
- 12 ▪ participation in a non-instructional activity.

13
 14 **A student who wishes to participate in a non-instructional activity must:**

- 15 ▪ meet the academic requirements as set forth by the School Board,
- 16 ▪ make arrangements, in advance, with the teacher for missing
 17 classes, and
- 18 ▪ accept the responsibility for making up time and work.

19
 20 **c. Unexcused Absences** *Revised 9/7/99*

21
 22 All absences other than "excused" or "permitted" shall be deemed
 23 "unexcused," and a failing grade shall be recorded for the period of the
 24 "unexcused" absence, **except** when students who are suspended from school
 25 during grade period exams or semester exams, such students shall be allowed
 26 to make up these exams.

- 27
 28 ▪ Upon each unexcused absence, the Principal or designee shall
 29 contact the student's parent or guardian to determine the reason for
 30 the absence.
- 31
 32 ▪ If a student has had at least five (5) unexcused absences within a
 33 calendar month or ten (10) unexcused absences within a ninety
 34 (90) day calendar period, the student's primary teacher shall report
 35 to the principal or designee that the student may be exhibiting a
 36 pattern of non-attendance. Unless there is clear evidence that the
 37 absences are not a pattern of non-attendance, the case shall be
 38 referred to a child study team to determine if early patterns of
 39 truancy are developing. If the child study team finds that a pattern
 40 of non-attendance is developing, whether the absences are excused
 41 or not, a meeting with the parent must be scheduled to identify
 42 potential remedies.
- 43
 44 ▪ If the initial meeting with the parent does not resolve the problem,
 45 the child study team shall implement specific interventions that
 46 best address the problem.

The child study team shall be diligent in facilitating intervention services and shall report the case to the Superintendent or his designee only after all reasonable efforts to resolve the problem have been exhausted.

- If the parent, guardian, or other person in charge of the child refuses to participate in the remedial strategies because he/she believes that those strategies are unnecessary or inappropriate, the parent, guardian, or other person in charge of the child may appeal to the School Board. The School Board may provide a hearing officer, who may be an employee of the School Board, in lieu of a School Board hearing, who shall hear the case and make a recommendation for final action to the School Board. If the School Board’s final determination is that the strategies of the child study team are appropriate, and the parent, guardian, or other person in charge of the child still refuses to cooperate, the Superintendent may seek criminal prosecution for noncompliance with compulsory school attendance.
- If a child subject to compulsory attendance will not comply with attempts to enforce school attendance, the parent, guardian or Superintendent or his designee shall refer the case to the case staffing committee pursuant to Florida Statutes, and the Superintendent or his designee may file a truancy petition pursuant to procedures outlined in Florida Statutes. (*FS 984.12, 984.151*)

2. Students with Disabilities

a. 504 Students

In the case of a student with excessive absences, a 504 Reevaluation meeting should be held to determine if the absences are caused by the disability of record on the active 504 Plan. If the 504 committee determines that the absences are caused by the disability, the student’s placement must be re-evaluated as to the appropriateness of the current placement and the plan must address any additional strategies and/or interventions needed.

If the 504 committee determines that the absences are not caused by the disability, the student is treated in the same manner as that for a general education student. Documentation of 504 Reevaluation meeting should be kept on file.

b. ESE Students

All exceptional students will follow regular education attendance procedures. In the case of an ESE Student with excessive absences, an IEP team meeting must be conducted to determine whether or not the absences are related to the student’s disability. If the IEP team determines that the excessive absences **are** related to the student’s disability, the IEP team must determine a

1 reasonable course of action which may include the possible waiver of the
2 attendance guidelines in determining grades as well as a change of placement.

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4 If the IEP team determines that the student's excessive absences **are not**
5 related to the student's disability, the student is treated in the same manner as
6 that for a general education student.

8 **3. Hospital/Homebound Program**

9 Parent(s)/guardian(s) may request that the principal consider eligibility for a
10 hospital/homebound program for a student with an illness predicted by
11 certified medical personnel to exceed 15 consecutive school days.

13 **4. Student Absences for Religious Reasons**

14 Students will be afforded an opportunity to make up missed work without
15 adverse school effects when absent because of a religious holiday. Within
16 five school days prior to an expected absence for religious reasons,
17 parent(s)/guardian(s) must notify the principal in writing and request that the
18 student be excused from attendance. A written excuse will not be required
19 upon return to school and no adverse or prejudicial effects will result for any
20 student availing her/himself of this provision. Students will be permitted to
21 make up missed work according to school procedures.

22
23 If questions arise regarding this rule, principals will grant the
24 parent(s)/guardian(s) a conference. Parent(s)/guardian(s) may appeal the
25 principal's decision to the Superintendent should a conflict arise.

27 **D. Student Withdrawals**

28
29 A child who attains the age of sixteen (16) years during the school year shall not be
30 required to attend school beyond his sixteenth (16) birthday if the student has a signed
31 form declaring his intent to withdraw from school prior to completion of the
32 educational program. The principal shall contact the parents or legal guardians of the
33 student to discuss the educational impact of such decision and to suggest other
34 appropriate alternative educational placements or programs. The student may only be
35 withdrawn if the parents or legal guardians also sign the intent to withdraw form.

37 **1. Student Withdrawals During the Last Two Weeks 38 of the School Year**

39
40 The parent(s)/guardians(s) of a student who leaves school **during** the last two
41 weeks of the school year must show evidence that the withdrawal is necessary
42 and the student must successfully complete assigned class work. Principals
43 are authorized to make arrangements for the administration of any tests if
44 appropriate.

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46 Principals may waive the requirements for early withdrawal when
47 unusual/extenuating circumstances require it.

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2. Student Withdrawals for Enrollment in Home Education Programs

Florida Statute 232.02(1) permits parents to choose to place their children in a home instruction program in lieu of public school. The requirements of the law will be monitored through Student Services.

To withdraw a student for enrollment in a home education program, parent(s)/guardian(s) must initiate the withdrawal process at the school and notify the Superintendent of Schools in writing of the intent to provide home education for the student.

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3. Student Withdrawals -- Exceptional Student Education (ESE)

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A child who is receiving services through Exceptional Student Education (ESE) shall not be withdrawn without prior parental notification, a staffing meeting with parents or guardians to discuss the educational impact of such a decision for the student to withdraw, and all requirements relative to due process have been completed. *Amended 9/7/99*

In cases where at least two (2) good faith, but unsuccessful attempts to notify parents or guardians of the student have been documented, and with the approval of the Director of Exceptional Student Education, the student may be withdrawn by the school. *Adopted 9/7/99*

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4. Student Withdrawals -- Alternative Programs

A child who has been placed at a district alternative school or second chance school in lieu of expulsion shall not be withdrawn without prior parental notification and a meeting with parents or guardians to discuss the educational impact of such a decision and the implications regarding the probability of going forward with the recommendation for expulsion.

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II. PROGRAM DESCRIPTION

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A. Florida System of School Improvement and Accountability

The Sunshine State Standards (*6A-1.09401 State Board Rules*) are benchmark standards that describe what students should know and be able to do at four progression levels (grades PreK-2; 3-5; 6-8; 9-12) in the subjects of:

- | | |
|---------------------|------------------------|
| -- language arts | -- mathematics |
| -- science | -- social studies |
| -- foreign language | -- health education |
| -- the arts | -- physical education. |

Osceola District Schools shall provide appropriate instruction to assist students in the achievement of these standards. The Sunshine State Standards/Grade Level Expectations have been incorporated within the Osceola County Curriculum Frameworks and are on file in the Administrative Center and are in use at each school. *Adopted 9/17/96, Amended 6/15/99*

Goal 3: Student Performance

A comprehensive program of general education based on Florida's System of School Improvement and Accountability, Goal 3, when implemented effectively enables students to make maximum use of their educational opportunities and to function effectively as productive individuals.

The School District of Osceola County Curriculum Guidelines also incorporate the Goal 3 Standards of Florida's System of School Improvement and Accountability.

Goal 3 emphasizes instruction that focuses on the first ten of the eleven Goal 3 Standards in order to help students apply specific content knowledge in real-world situations and become successful as:

- information managers,
- effective communicators,
- numeric problem solvers,
- creative and critical thinkers,
- responsible and ethical workers,
- resource managers,
- systems managers,
- cooperative workers,
- effective leaders, and
- multiculturally sensitive citizens.

The eleventh Goal 3 Standard states that, throughout a student's education, families will share the responsibility of accomplishing all the standards set in Goal 3.

1. Curriculum Frameworks, Grades 9-12: Basic and Adult Education

A curriculum framework is a broad guideline which directs district personnel by providing specific instructional plans for any given course or area of study and is consistent with the Florida Course Code Directory. Curriculum frameworks are contained the Florida DOE publication "Curriculum Frameworks for Grades 9-12, Adult Basic Program" available on the Florida DOE website. The above frameworks include the Exceptional Student Education Courses and the Vocational Courses. *Amended 07/01/02*

2. Student Performance Standards

Student Performance Standards have been developed cooperatively with district personnel for the intended outcomes specified in each curriculum and are also on file at each high school and the district office.

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Students must show mastery of the performance standards before credit for course is awarded. Upon successful completion of the course, with at least seventy per cent (70%) proficiency, students will have demonstrated mastery. Student mastery will be assessed through the use of teacher observation, classroom assignments and examinations. (For LEP students, see also below.) Students must also meet the attendance requirement as set forth in section 6.2.1.E or F of School Board Rules. Amended 7/21/98, 6/27/00, & 07/01/02

Florida Statute 233.061

Required Instruction –

(1) Each school district shall provide all courses required for high school graduation and appropriate instruction designed to ensure that students meet state board adopted standards in the following subject areas: reading and other language arts, mathematics, science, social studies, foreign languages, health and physical education, and the arts.

(2) Members of the instructional staff of the public schools, subject to the rules and regulations of the commissioner, the state board, and the school board, shall teach efficiently and faithfully, using the books and materials required, following the prescribed courses of study, and employing approved methods of instruction, the following:

(a) The content of the Declaration of Independence and how it forms the philosophical foundation of our government.

(b) The arguments in support of adopting our republican form of government, as they are embodied in the most important of the Federalist Papers.

(c) The essentials of the United States Constitution and how it provides the structure of our government.

(d) Flag education, including proper flag display and flag salute.

(e) The elements of civil government shall include the primary functions of and interrelationships between the Federal Government, the state, and its counties, municipalities, school districts, and special districts.

(f) The history of the Holocaust (1933-1945), the systematic, planned annihilation of European Jews and other groups by Nazi Germany, a watershed event in the history of humanity, to be taught in a manner that leads to an investigation of human behavior, an understanding of the ramifications of prejudice, racism, and stereotyping, and an examination of what it means to be a responsible and respectful person, for the purposes of encouraging tolerance of diversity in a pluralistic society and for nurturing and protecting democratic values and institutions.

(g) The history of African Americans, including the history of African peoples before the political conflicts that led to the development of slavery, the passage to America, the enslavement experience, abolition, and the contributions of African Americans to society.

(h) The elementary principles of agriculture.

(i) The true effects of all alcoholic and intoxicating liquors and beverages and narcotics upon the human body and mind.

(j) Kindness to animals.

1 (k) *The history of the state.*

2 (l) *The conservation of natural resources.*

3 (m) *Comprehensive health education that addresses concepts of community health; consumer*
 4 *health; environmental health; family life, including an awareness of the benefits of sexual*
 5 *abstinence as the expected standard and the consequences of teenage pregnancy; mental and*
 6 *emotional health; injury prevention and safety; nutrition; personal health; prevention and*
 7 *control of disease; and substance use and abuse.*

8 (n) *Such additional materials, subjects, courses, or fields in such grades as are prescribed by*
 9 *law or by rules of the commissioner and the school board in fulfilling the requirements of law.*

10 (o) *The study of Hispanic contributions to the United States.*

11 (p) *The study of women's contributions to the United States.*

12 (q) *A character-development program in the elementary schools, similar to Character First*
 13 *or Character Counts. Such a program must be secular in nature and must stress such*
 14 *character qualities as attentiveness, patience, and initiative.*

15 (r) *In order to encourage patriotism, the sacrifices that veterans have made in serving our*
 16 *country and protecting democratic values worldwide. Such instruction must occur on or*
 17 *before Veterans' Day and Memorial Day. Members of the instructional staff are encouraged*
 18 *to use the assistance of local veterans when practicable.*

19 (3) *Any student whose parent or guardian makes written request to the school principal shall*
 20 *be exempted from the teaching of reproductive health or disease, including HIV/AIDS, its*
 21 *symptoms, development, and treatment. A student so exempted may not be penalized by*
 22 *reason of that exemption. Course descriptions for comprehensive health education shall not*
 23 *interfere with the local determination of appropriate curriculum which reflects local values*
 24 *and concerns.*

25 B. Special Programs

26 1. Limited English Proficient (LEP) *Revised 7/21/98 & 6/27/00*

27 All students with limited English proficiency (LEP) must be appropriately
 28 identified in order to ensure the provision of appropriate services. Every
 29 student identified as LEP shall continue to receive appropriate instruction and
 30 funding as specified by the District LEP Plan, State Board Rules and
 31 Regulations, and Florida Statutes until such time as the student is reclassified
 32 as English proficient. Note: See the *School District of Osceola County*
 33 *Limited English Proficient Plan 1999* for full explanation of services and
 34 model. *Amended 6/27/00*

35 Home Language Survey (HLS) and identification criteria *Revised 6/27/00*

- 36 ■ A student with all NO responses on the HLS is considered non-limited
- 37 English proficient.
- 38 ■ A student with any YES response is referred for English language
- 39 proficiency assessment.
- 40 ■ A student with a YES response to question #1 only is temporarily placed
- 41 in non-ESOL classes until English language proficiency assessment is
- 42 completed.
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- A student with a YES response to question #2 and/or #3 is temporarily placed in ESOL classes until English language proficiency assessment is completed.
- The grade level appropriate Idea Oral Language Proficiency Test will be used to determine oral/aural English ability and is to be administered within the first 20 days after registration date.

Students in grades 4-12 found to be fluent English speaking will be given a nationally-normed, standardized reading and writing test, within 20 days of the oral/aural test for further assessment of their English ability.

- Exceptional students (ESE) with any YES response shall be reviewed by a joint ESE/LEP committee to determine appropriate ESOL assessment and placement.
- Pre-K students with any YES response are considered LEP until the English language assessment is administered in Kindergarten.
- PEEP Pre-K students with any YES responses shall be reviewed by a joint ESE/LEP committee to determine ESOL status.

Every Limited English Proficient student is entitled to equal access to all academic, categorical, and federal programs offered by the School District of Osceola County. The amount of time the LEP student is assigned to the program(s) shall be comparable to the time assigned to a non-LEP student under similar conditions. An updated LEP student’s class schedule must be maintained in the LEP Portfolio as part of the student permanent record.
Adopted 6/27/00

Limited English Proficient students are taught by subject area teachers following the corresponding district curriculum. The instructional personnel provide appropriate and individualized instruction to students through the use of ESOL teaching strategies, appropriate instructional materials, curriculum modifications, and testing modifications. The ESOL modifications are documented in the teacher’s lesson plans as evidence that understandable instruction is being provided. *Adopted 6/27/00*

Schools with fifteen (15) or more LEP students who speak the same home language must have at least one bilingual teacher assistant or bilingual teacher proficient in English and the home language of the students. The ESOL teacher assistant’s (or bilingual teacher’s) primary assignment is to offer the LEP students additional help in the basic content areas under the supervision of the basic subject area teacher. *Adopted 6/27/00*

2. Dropout Prevention and Retention Program (DOP)

The academic program for a DOP student may differ from traditional education programs and schools in scheduling, administrative structure, philosophy, curriculum, and/or setting. The DOP Program employs alternative teaching methodologies, curricula, learning activities, or diagnostic and assessment procedures in order to meet the needs, interests, and talents of

1 eligible students. High school Drop-Out Prevention programs are designed to
2 meet the needs of high risk students and offer them special opportunities to
3 earn credit towards graduation or promotion. *Amended 6/19/01 & 07/01/02*
4

5 High School students who meet the district's requirements for an approved
6 dropout prevention program, an honors accelerated credit program, or a career
7 and technical education program may be enrolled in modified courses to earn
8 additional credits. (For LEP students, see above.)
9 *Amended 7/2/96 & 6/27/00*
10

11 **Challenger Learning Center - Grade Levels 9-12**

12 *Amended 6/30/92*

13 This is a program specifically designed for school dropouts, in order to
14 provide them with a vehicle to complete a high school program; or in some
15 instances, to assist those students into reentering a regular high school setting,
16 once they have completed some credit requirements. (For LEP students, see
17 above.) *Amended 6/27/00*
18

19 A total of 24 credits must be earned for graduation. These credits are
20 described below.
21

22 This is a competency-based program with students demonstrating mastery of
23 the student performance standards. Elective credits for related work
24 experience (OJT) in this program are earned on the same basis as in the
25 regular day-school career and technical education programs.
26

27 Only students who have been withdrawn from school for a minimum of nine
28 school weeks are eligible for placement in this program. Exceptions to this
29 placement may be approved, based on extenuating circumstances, by a three-
30 member committee of administrators and/or placement by the Superintendent
31 or School Board. A cooperative effort between the Instructional Department
32 and Student Services will provide the guidance and scheduling for student
33 placement and follow-up. Students must agree to attend a minimum of 15
34 hours per week of classroom instruction during the regular school year.
35

Amended 6/27/00 & 6/19/01
36

37 Students must:

- 38
- 39 ■ Earn twenty-four credits as stated above with a 1.5 GPA, for those courses
40 taken before 1996-97, *Amended 6/15/99*
41
- 42 ■ Maintain a grade point average of 2.0 on a 4.0 scale for all courses taken
43 beginning with the 1996-97 school year and thereafter.
44 *Adopted 9/17/96, Amended 6/15/99 & 6/19/01*
45
- 46 ■ Pass all necessary parts of the High School Competency Test or reach the
47 score on the Florida Comprehensive Assessment Test that will exempt the
48 student. *Amended 6/15/99*

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An articulation meeting will be arranged for the students wishing to re-enter the regular high school program. *Amended 6/19/01*

Although this program is designed to provide students with a non-traditional school setting in order to meet individual needs, the school district Code of Student Conduct is in effect and School Board Rules governing student conduct will be followed.

3. Gifted Education

For a high school student enrolled in the gifted program, a qualitatively different curriculum consists of carefully planned, coordinated learning experiences that extend beyond the basic curriculum to meet the specific learning needs of the student.

High school students identified as Gifted have an Educational Plan (GEP) that outlines goals, strengths, and weaknesses, and provides direction for the instructional program. The differentiated instructional program includes advanced-level content, acceleration, and enrichment that incorporate the student’s special abilities and interests. *Amended 07/01/02*

4. Students with Disabilities

a. 504 Students

Any alteration to the delivery of instruction of student assignments for a 504 student is the decision of the Section 504 Committee and must be addressed in the 504 Plan. Parent(s)/guardian(s) of a 504 student must be notified of any proposed changes and must be given the opportunity to provide input on decisions made by the Section 504 Committee. Thus, the individual student’s Section 504 Plan documents the instructional modifications required to ensure the student an equal opportunity to master the general education curriculum.

b. Exceptional Education Students

Exceptionalities include: Educable Mentally Handicapped, Trainable Mentally Handicapped, Profoundly Mentally Handicapped, Speech and/or Language Impaired Deaf or Hard of Hearing, Visually Impaired, Physically Impaired, Emotionally Handicapped, Specific Learning Disabled, Gifted, Homebound or Hospitalized, Dual Sensory Impaired, Autistic, Pre-Kindergarten Students with Developmental Delays, Pre-Kindergarten Students with Established Conditions.

Amended 7/23/91, 7/21/98 & 6/27/00

ESE Curriculum

The curriculum for the elementary school Varying Exceptionalities, Emotionally Handicapped (EH), and Educable Mentally Handicapped shall be a regular education curriculum that follows the Florida Sunshine State Standards with appropriate modifications. Direct Instruction,

1 Reading Mastery, Precision Teaching, and Whole Language are the
2 instructional approaches to be utilized to enhance curriculum acquisition.
3 Moderately and severely disabled students (Trainable Mentally
4 Handicapped, Profoundly Mentally Handicapped) will use a curriculum
5 appropriate for the developmental level of the students.
6 *Adopted 6/30/92 & Amended 6/27/95, 7/21/98, & 6/27/00.*

7
8 For students with disabilities enrolled in ESE, their Individual Educational
9 Plans (IEP’s) specify the appropriate curriculum and unique aspects of
10 their programs.

11
12 For the majority of these students, the general education standards and
13 benchmarks should be based on their curriculum.

14
15 For some students, modified standards and/or benchmarks in one or more
16 content areas may be more appropriate.

17
18 In all cases, the IEP team makes curriculum decisions. The IEP developed
19 by the team specifies the curriculum for specific content areas. The IEP
20 also addresses annual goals and short-term objectives to meet the unique
21 needs of the student as well as appropriate classroom modifications.
22 Modifications may be in the areas of curriculum, instruction, and
23 assessment. Modifications listed on the IEP must be implemented as
24 indicated.

25
26 **C. Career and Technical Education Programs**

27
28 The School District of Osceola County offers a variety of career and technical
29 education programs at the high school level that help students prepare for high skill-
30 high wage occupations and for postsecondary educational opportunities. It is
31 essential that students, parents, teachers, guidance counselors and administrators be
32 aware that most individual career and technical education courses do not stand alone
33 but are part of a planned sequence of courses leading to occupational proficiency and
34 program completion at the high school or postsecondary level. Not all career and
35 technical education programs are offered at all high schools. Some are offered as
36 career academies. Students are encouraged to complete an educational and career
37 development plan before entering a career and technical education program or a
38 career academy.

39
40 **Career and Technical Education major areas:**

- 41 ■ Agribusiness and Natural Resources Education
- 42 ■ Business Technology Education
- 43 ■ Diversified Education
- 44 ■ Family and Consumer Sciences
- 45 ■ Health Science Education
- 46 ■ Industrial Education
- 47 ■ Marketing Education
- 48 ■ Public Service Occupations Education

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1. **Tech Prep**
The Orange, Osceola, and Valencia Tech Prep Consortium has developed many programs of study that provide a planned sequence of courses linked to postsecondary educational goals. The Tech Prep initiative offers students the opportunity to focus on career and technical education courses that will help train them for high skill-high wage occupations. At the same time, they can be earning Valencia Community College credit or Orange and Osceola County Tech Centers credit while they are attending high school.

2. **Cooperative Education and On-the-Job Training (OJT)** *Revised 6/30/92*
The cooperative education method of instruction permits career and technical education students to earn high school credit. 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. The coordinator must approve all cooperative education job sites. 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 career and technical education programs. Students who complete a career and technical education program using the cooperative method are coded on the final class reports as completers of the that program.
Amended 07/01/02

D. Dual Enrollment

A student may enroll in one or more classes at the college level or in an accredited career and technical education school while still attending high school. Credit may be earned toward graduation as stated below. *Auth: Rule 6A-10.0241, FAC*

1. The request of a student to participate in this program must be in writing. The signature of the guidance director and the principal shall constitute approval. (For LEP students, see above). *Amended 6/27/00*

2. **Dual Enrollment -- Valencia Community College (VCC)**
The School Board of Osceola County and Valencia Community College shall co-sponsor appropriate college courses in high schools during the normal class hours when requested by the principal. Students enrolled in co-sponsored classes shall earn both high school credit from the Osceola County School Board and college credit from Valencia Community College if they meet at least the minimum requirements for satisfactory completion of such classes. In order to receive VCC credit in co-sponsored classes, high school students will be required to make application to VCC and 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:

- completed the tenth grade with a high school grade point average of 3.0 or above, *or Amended 7/23/91*
- be in an exceptional student education program with an individual education plan which indicates the ability for advanced studies (i.e. “gifted program”).

3. Students seeking dual enrollment in mathematics, English, or technical education 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.

E. Early Admission for Advanced Studies

Students who meet the prerequisites of an early admission and advanced studies program may be permitted to enroll as a full-time post-secondary student during their senior year in high school. Such programs shall meet the following conditions:

1. Approval of the program by the School Board shall be obtained before the end of the first month of the final year of high school or before the end of the first semester if entry is expected during the second semester of the final year of high school.
2. The student shall be accepted by a state accredited post-secondary school or university after completion of three (3) full senior high school years, and a minimum of eighteen (18) credits is earned.
3. The student shall maintain at least an overall “C” average.
4. Any senior enrolled in college courses full-time may re-enter a high school within the district as a full-time student at the end of the high school semester.
5. Any credit earned at the accredited post secondary level may be substituted for a required high school credit in the same discipline. Successful completion of a 3-hour college course will equal 1/2 high school credit.

F. College Course Credit

Any passing grades received in courses from a college may be accepted toward requirements for graduation from Osceola County. Three (3) college semester hours shall be considered equivalent to one-half (1/2) high school credit.

G. Credit from Correspondence

Credit from Correspondence from a university will be acceptable so long as the course code number of the course taken corresponds to acceptable high school course

code numbers. It shall be the responsibility of the student to provide verification of successful completion from the university to the high school.

H. Community Service Credit

To earn one-half elective credit for the completion of non-paid voluntary community or school service work, a student must:

- Complete a minimum of 75 hours of non-paid volunteer service with a non-profit organization in the Central Florida area.
- Document the volunteer hours on appropriate forms.
- Obtain signature from a non-family member of the non-profit organization.
- Receive special principal approval for volunteer activities conducted outside the Central Florida area.

I. Course Substitutions

Amended 6/29/93 & 6/15/99

A course, which has been used to substitute in one subject area, may not be used to substitute for any other subject area.

1. Upon completion of the Junior Reserve Officers Training Corps (JROTC) program (Army, Air Force, Navy, Marine Corps, or Coast Guard) students may substitute on a curriculum equivalency basis one JROTC credit to satisfy a graduation requirement as outlined in the Florida Course Code Directory.
2. Florida Statute 236.081(1)(n) requires district school boards to provide for vocational program substitutions not to exceed two credits in each of the non-elective subject areas of English, mathematics, and science according to the guidelines listed in the Florida Course Code Directory. The vocational program that is substituted for a non-elective academic course will be funded at the level appropriate for the vocational program. Vocational course substitution will be allowed as provided in the Course Code Directory.
3. Participation in an interscholastic sport at the junior varsity or varsity level for two full seasons shall satisfy the one credit physical education requirement if the student makes a "C" or better on a competency test on personal fitness developed by the Florida Department of Education. This is a waiver of the course requirement only; the student must still earn 24 credits to graduate. Credit will not be awarded for participation in interscholastic sports.

J. Grade 8 Dual Enrollment for High School Credit

Eighth (8) grade students may enroll in an approved course designated as a 9th - 12th grade course by the current course code directory, and will be classified as a high school student for the period of time involved. Students earning credit through such high school courses will be credited with meeting the requirements designated in the district Pupil Progression plan as required for promotion for the appropriate pre-ninth grade course(s). In order to receive high school credit, the student must earn a final grade of an "A" or "B". *Amended 7/29/97 & 6/27/00*

1 K. Home Instruction

2 Florida Statute 232.0201 permits parents to choose to place their children in a home
3 instruction program in lieu of public school. The requirements of the law will be
4 monitored through Student Services. *Revised 7/23/91, Amended 7/21/98, 6/27/00, &*
5 *07/01/02*

6
7 Florida Statute, section 232.0201 also states that it is the responsibility of the parent
8 to provide a written evaluation of the home-schooled student's progress. With respect
9 to the awarding of high school credit, the Superintendent agrees to the following
10 stipulations: *Revised 9/17/96, Amended 7/21/98*

- 11
12 1. The student must present to the school principal a listing of the specific
13 courses for which credit is requested. Credits earned through institutions
14 affiliated with the following accrediting agencies will be accepted at face
15 value as long as those courses can be aligned with the Florida Course Code
16 Directory:

- 17
18 • The Southern Association of Colleges and Schools
19 • The Middle States Association of Colleges and Schools
20 • The New England Association of Colleges and Schools
21 • The North Central Association of Colleges and Schools
22 • The Northwest Association of Colleges and Schools
23 • The Western Association of Colleges and Schools
24

25 Such affiliation must be validated through appropriate documentation, which
26 will remain on file in the Office of Student Services.

- 27
28 2. Credits earned from a non-accredited institution may be granted under the
29 following conditions: *Revised 7/21/98*

- 30
31 • Courses can be aligned with the Florida Course Code Directory.
32
33 • Student must produce a portfolio for the course in which student is
34 requesting credit which has been reviewed by a Florida certified teacher in
35 that subject area.
36
37 • The student must pass a comprehensive subject level examination with a
38 minimum score of 70%.
39 ✓ In cases where there is no corresponding subject level examination,
40 the student must pass an appropriate high school level final
41 examination with a minimum score of 70%. The final examination
42 must be prepared by a Florida certified teacher currently employed
43 by the Osceola County School Board and teaching said course at
44 the high school level.
45
46 ✓ It will be the responsibility of the student's parents or guardians to
47 procure, schedule, and locate qualified teachers to conduct

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evaluations for home-schooled courses for which credit is requested.

- ✓ Examinations for the purpose of earning credit may be attempted two (2) times. Failure to pass an examination for a second time will require the student to enroll in his home-zoned school and to complete the course for which credit was requested.
- ✓ A student enrolling in an Osceola County high school from home education cannot transfer earned credits in excess of the number of credits that student could normally earn per year in the student’s home-zoned school.
- ✓ The School District of Osceola County is not authorized to provide regular high school diplomas to students who complete a high school course of study as a home education student. In order to earn a regular high school diploma from the District, the student must be enrolled as a full-time student for the entire semester prior to the expected date of graduation and have successfully completed all other graduation requirements as outlined in school Board policy.

3. Students who request credit according to the above stipulations shall be classified according to age/grade appropriate placement. Any courses requested for credit must align with the graduation requirements and be contained within the maximum number of credits allowable under the District adopted Pupil Progression Plan. *Adopted 9/17/96*

Home education students may participate in academic dual enrollment, career and technical education program, and early admission. Credit by examination is available through approved correspondence courses. The home education student is responsible for his/her instructional materials and transportation unless provided for otherwise. The enrollment shall be in accordance with the guidelines established by the Community Colleges and State Universities. *Adopted 7/2/96*

III. PROMOTION/ GRADE CLASSIFICATION

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, and retention 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.

1 Student promotion in the Osceola County schools is based upon an evaluation of each
 2 student's achievement in terms of appropriate instructional goals. The determination should
 3 reflect teacher judgment based upon the following: successful progress in the county
 4 adopted curriculum, progress tests, classroom assignments, daily observation, standardized
 5 tests, and other objective data. The primary responsibility for determining each pupil's level
 6 of performance and ability to function academically, socially, and emotionally at the next
 7 grade level is that of the classroom teacher, subject to review and approval of the principal.
 8

9 **A. General Requirements – Grades 9-12**

10
 11 A student, including an LEP student, will be placed in accordance with the number of
 12 credits earned by the beginning of the school year. *Amended 6/27/00*

- 13
 14 1. A student must have earned 5 credits (6 credits, 4X4 schedule) to be classified
 15 as a sophomore. *Amended 6/15/99, 6/27/00, & 07/01/02*
- 16
 17 2. A student must have earned 11 credits (14 credits, 4X4 schedule) to be
 18 classified as a junior. *Amended 6/15/99, 6/27/00, & 07/01/02*
- 19
 20 3. A student must have earned 18 credits (22 credits, 4X4 schedule) to be
 21 classified as a senior. *Amended 6/15/99, 6/27/00, & 07/01/02*
- 22
 23 4. Students who transfer into Osceola County from public schools shall be
 24 classified according to their grade placement at the school from which they
 25 transfer. Thereafter they will follow classification as set up by Osceola
 26 County except for those students who transfer as seniors.
- 27
 28 5. In order to receive a diploma from an Osceola County high school, all
 29 students who attend school in Florida as ninth or tenth graders will be required
 30 to earn one half credit in Life Management Skills and beginning with the
 31 1999-2000 ninth grade class, one credit in physical education, which will
 32 include one-half credit in Personal Fitness.
 33 *Amended 7/23/91, 7/21/98, & 6/19/01*
- 34
 35 6. All **transfer students** will be expected to attempt to earn a minimum of three
 36 (3) credits per semester in the year of their transfer; however, no requirement
 37 for specific course work will be retroactive except as stated above.

38
 39 The requirements of the School Board shall not be retroactive for transfer
 40 students provided the student has met all requirements of the school, school
 41 district, or state from which he/she is transferring (6A-1.095).
 42 *Adopted 6/30/92 & Amended 6/27/95*

43
 44 Students will be limited to the transfer of no more than four high school
 45 credits earned prior to entry into the ninth grade. Such credits must have been
 46 earned at the seventh and eighth grade levels and follow this Pupil Progression
 47 Plan. *Adopted 6/30/92; Amended 6/27/95 & 7/21/98*
 48

1 Work or credits from state or regionally accredited SACS/ CITA public or
2 private schools or institutions shall be accepted at face value, subject to
3 validation if deemed necessary. Amended 07/01/02
4

5 7. Students may be promoted to the next grade at the end of the first semester of
6 a school year provided they have earned the following number of credits:
7 Adopted 7/23/91, Amended 6/15/99, 6/27/00, & 07/01/02
8

- 9 • Sophomore - 8 credits (10 credits, 4X4 schedule)
- 10
- 11 • Junior - 14 credits (18 credits, 4X4 schedule)
- 12
- 13 • Senior - 21 credits (26 credits, 4X4 schedule)
- 14

15 8. Seniors who have earned 24 credits (30 credits, 4X4 schedule) by the end of
16 the first semester in a given school year may pursue one of the following
17 options: Adopted 7/23/91
18

- 19 • Graduate at the end of the first semester. (Students will receive their
20 diplomas and be permitted to participate in graduation ceremonies at the
21 end of the second semester.)
22
- 23 • Participate in the dual enrollment program at Valencia Community
24 College or at Technical Education Center Osceola (TECO), if they qualify.
25 Amended 6/27/00
26
- 27 • Remain at the high school to pursue advanced academic studies and/or a
28 career and technical education program.
29

30 **B. Student Performance Levels for Reading, Writing, and Mathematics**
31

32 *Florida Statute 232.245* requires that the district define specific levels of performance
33 in reading, writing, and mathematics for each grade level **except kindergarten**.
34 These levels of performance will be used to identify students who **must** receive
35 remediation and **may** be retained.
36

37 In compliance with School Board's Objective (Improve accepted measures of success
38 annually) and *Florida Statute 232.245*, students will be identified as performing at
39 one of three levels which indicates a student's achievement:

- 40 ■ above grade level,
- 41 ■ at grade level, or
- 42 ■ below grade level.
- 43

44 Performance levels are determined by various indicators that will include, but are not
45 limited to, multiple measures using appropriate grade-level assessments as well as
46 teacher judgment.
47

1 **1. Required Program of Study – Grades 9-12**

2 Grades 9-12 promotion should be based on standardized test results, daily
3 assignments, teacher observation, teacher made tests, satisfactory attainment
4 of the student performance standards in the curriculum frameworks and other
5 objective information. If the achievement level is not met, the teacher shall
6 utilize deficiency/progress reports to communicate with the parent during the
7 grading period. Notices to parent/guardian of LEP students must be provided
8 in the primary language, whenever feasible. *Amended 6/27/00 & 07/01/02*
9

10 **2. Teacher Judgment**

11 The teacher must provide compelling, verifiable evidence when student
12 performance on appropriate grade-level assessments is not believed to be
13 indicative of daily classroom performance.
14

15 **Teacher judgment factors may include, but are not limited to:**

- 16 ▪ previous retentions,
- 17 ▪ level of text at which student is successful,
- 18 ▪ observations,
- 19 ▪ checklists,
- 20 ▪ student portfolios, or
- 21 ▪ current grades/marks.

22
23 **3. Possible Assessments**

- 24 ▪ District-adopted program assessments
- 25 ▪ SAT-9
- 26 ▪ FCAT-SSS Reading
- 27 ▪ FCAT-SSS Mathematics
- 28 ▪ FCAT-NRT Reading
- 29 ▪ FCAT-NRT Mathematics
- 30 ▪ FCAT Writing
- 31 ▪ FCAT Science (upon completion by the State)

32
33 **Promotion of ESE Students**

34 Students enrolled in exceptional student programs shall be promoted on the basis of
35 the acquisition of skills in accordance with the student's Individual Education Plan
36 and the mastery of Revised Performance Standards for each exceptionality. The
37 exceptional education teacher will use the Revised Performance Standards for the
38 assigned exceptionality to document the progress of the student. Documentation of
39 standards must start when the student is initially placed into an exceptional student
40 education program. *Amended 6/28/94, 6/27/95, & 7/21/98*
41

42 **C. STUDENT PERFORMANCE LEVEL CHART**

43 See following page.
44
45

**READING, WRITING AND MATHEMATICS END-OF-YEAR DECISION MAKING
REMEDIATION CRITERIA**

Grades Nine, Ten, Eleven, and Twelve

<i>Classroom Performance</i>	Factors to Consider when Decision Making					Decisions for Next Year
	<i>Student Performance Level</i>	<i>FCAT-SSS Reading & Math</i>	<i>FCAT-NRT Reading & Math</i>	<i>FCAT Writing</i>	<i>Did the student have an AIP this year?</i>	<i>Remediation Required Next Year?</i>
Teacher Judgement Reading series daily performance and assessment results Math series daily performance and assessment results LEP Students -- English Language Development ESE-IEP performance goals and assessments Parent conference and consultation Principal Recommendation	Above Grade Level	Level 4 or 5	Stanine 7, 8, or 9	6.0, 5.0, 5.5	No	No
	At Grade Level	Level 3	Stanine 4, 5, or 6	4.0, 4.5, 3.0, 3.5	No	No
	Below Grade Level	Level 2	Stanine 3	2, 2.5	Yes	Requires a new AIP
	Minimally (up to 6 months)				No	Write an AIP or closely monitor
	Below Grade Level	Level 1	Stanine 2	1, 1.5	Yes	Requires a new AIP
	Considerably (6 months to a year)				No	Must have an AIP
	Below Grade Level	Level 1	Stanine 1	0	Yes	Requires a new AIP
	Substantially (more than a year)				No	Must have an AIP

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D. Promotion to a Higher Grade Level

The assignment of a student to a higher grade which results in the student's accelerated promotion should be made on the basis of exceptionally high achievement or evidence that the student will benefit more from the instructional program at the advanced grade level. The Superintendent should authorize the assignment.

The assignment will occur at the end of a grading period agreed upon by both the sending and receiving principal and the Director of Exceptional Student Education, if an exceptional student is involved. If an LEP student is involved, the LEP committee shall meet to document the student LEP plan change.

After agreement has been reached regarding an exceptional student, an Individual Education Plan meeting must be held prior to placement in the new assignment. The long-range academic, social, and emotional effect of the decision shall be considered.

The principal has the responsibility for making such an assignment, but a student will not be accelerated without parental consent. *Amended 6/30/91 & 6/27/00*

The student's cumulative record, report card, and permanent record must indicate, "accelerated grade placement" and the name of the principal who made the placement. *Amended 6/15/99*

Parents shall be notified in writing that their child is receiving an accelerated grade placement to the next higher grade. A copy of this notification shall be placed in the cumulative folder. Notices to parent/guardian of LEP students must be provided in the primary language, whenever feasible. *Amended 6/27/00*

E. Academic Improvement Plan (AIP) Process

As required by *Florida Statute 232.245(3)*, schools must provide a School District of Osceola County *Academic Improvement Plan (AIP)* for students who do not meet district-set levels of proficiency in reading, writing, and/or mathematics. (Science will be added upon completion by the State.)

Principals are to establish procedures by which parents are notified when it has been determined that their child needs improvement at the grade or course in which he or she has been placed. In cooperation with the parents, an Academic Improvement Plan will be written which may include, but is not limited to, an extension of the school year, a special class within the regular school, and/or a remedial program within or outside the school day including Saturday School (for LEP students, see below). *Amended 7/21/98 & 6/27/00*

Each Academic Improvement Plan must outline an intensive remedial program in the area(s) of weakness designed to assist the student in meeting state and/or district expectations for proficiency.

The Academic Improvement Plan must clearly identify the:

1. specific needs to be remediated,
2. success-based intervention strategies to be used, and
3. monitoring and reevaluation activities to be employed.

1. Steps for Implementing the AIP

Each student who does **not** meet the levels of performance as determined by the district **must** be provided with additional diagnostic assessments to determine the nature of the student's difficulty and areas of academic need.

- Data from the additional assessments are to be used to formulate the student's AIP.
- Diagnosis and remediation will occur as soon as possible after a student has been identified as deficient in reading, writing, mathematics, and/or science (upon completion of science proficiency levels by the State).
- If the student identification occurs during the fourth marking period, the diagnosis will be made at the beginning of the following school year with remediation immediately following.

Diagnostic assessments may include, but are not limited to:

- teacher assessment
- text/placement tests
- diagnostic software
- Stanford Diagnostic

Students in grades 9-12 whose performance in reading, writing, and/or mathematics requires remediation **must** have an AIP or comparable individual academic plan.

- Students whose performance is minimally below grade level may need an AIP.
- AIP's are required for Grades 9-12 students who are performing below grade level.

An existing AIP is to be **closed** at the conclusion of the school year.

- At that time, the teacher(s) of the student who had an AIP is to make recommendations regarding the student's educational program for the following year.
- The AIP should be placed in the student's permanent record at the close of each year or at the time of student withdrawal.

If a student is to continue remediation during the following year, he or she is to receive a **new AIP**.

- The new AIP is to be developed through the collaboration of the receiving teacher(s) and the parent(s)/guardian(s) and approved by the principal.

- Recommendations of the sending teacher(s) are to be reviewed as part of the AIP progress.

2. **LEP Students – Academic Improvement Plan Process**

Limited English Proficient students who are unable to demonstrate mastery in academic subject areas as described in the Pupil Progression Plan will be referred to an Academic Improvement Plan/LEP committee. This committee will develop an academic improvement plan for the student in accordance with the following guidelines and procedures: *Adopted 6/27/00*

- The reason for the academic under-performance of an LEP student must **not** imply that he/she needs an extra year to learn English or that it is due to the student’s lack of English proficiency.
- Establish lack of academic progress in reading, writing and mathematics using a composite of indicators that includes, but is not limited to: grade level checklist, pre-tests and post-tests, alternative assessment results, previous academic records, diagnostic assessment in the home language, and any other appropriate indicator of academic progress.
- The first AIP/LEP committee meeting develops an academic improvement plan that includes a list of intensive remedial instructional strategies designed to assist the LEP student (NOTE: ESOL modifications are not considered remedial strategies).
- The second AIP committee meeting, with ESOL representation, is held within 18 weeks to review the effectiveness of the remedial strategies. If the LEP student does not make satisfactory progress, the curriculum may be suspended and intense remedial instruction in reading and/or mathematics is provided based on the student’s deficiencies.
- If the LEP student still has not made satisfactory progress after implementing the academic improvement plan for at least 27 weeks, the LEP committee may recommend retention unless conditions exist such that retention would be more adverse for the student than promotion.
- The LEP Committee may exempt LEP students from the retention provision. The LEP student may be recommended for promotion based on at least three (3) good cause considerations such as educational background, academic ability in home/native language, number of years in the U.S., current academic progress corresponding to the language arts through ESOL manual, acculturation to new culture, home support, age appropriateness, and mobility.

3. Gifted Students

For a gifted student who is performing below grade level, it is not appropriate to develop an AIP. Modifications and/or interventions are to be addressed through the Gifted Educational Plan (GEP) process.

4. Students with Disabilities – Academic Improvement Plan Process

a. 504 Students

An AIP is to be written for a 504 student who is performing below grade level in reading, writing, or mathematics. However, if poor performance is **caused** by his or her disability, the AIP should be developed with the involvement of the parent(s)/guardian(s) and referred to in the 504 Plan.

b. ESE Students – Academic Improvement Plan Process

34 Code of Federal Regulations Section 300.347

(a) *The IEP for each child with a disability must include:*

(1) *A statement of measurable annual goals, including benchmarks or short-term objectives, related to—*

(2)(I) *Meeting the child's needs that result from the disability to enable the child to be involved in and progress in the general curriculum.*

When an ESE student is determined to be performing below grade level in reading, writing, or mathematics, the IEP Committee must be convened to revisit the IEP. The goals and objectives on the student's IEP **must** address **all** of the student's educational deficiencies, including the student's below-grade-level performance. The deficiencies must be addressed by developing specific goals and objectives that directly correlate to **all** areas of deficiency.

In addition, the IEP Committee must consider developing an AIP to also address the student's educational needs in reading, writing, and/or mathematics. The AIP should also be developed with the involvement of the parent(s)/guardian(s).

F. Remediation and Retention

Amended 7/21/98, 6/15/99, 6/27/00, 6/19/01, & 07/01/02

- **No student may be assigned to a grade level based solely on age or other factors that constitute social promotion.** *Adopted 6/19/01*
- **Retention decisions will not be made on a single test score.** *Adopted 6/19/01*
- Students in grades 9-12 who are identified as being considerably or substantially below grade level in reading, writing, mathematics, and/or science (once science proficiency levels are set by the State) **must** receive remediation and **may** be

1 retained. However, students whose test scores and classroom performance
 2 indicate that they are almost at grade level may be promoted with close
 3 monitoring or promoted with an AIP.
 4

- 5 ▪ The following options are available for students who have not met the levels of
 6 performance for pupil progression:
 - 7 • remediate before the beginning of the next school year and promote,
 - 8 • promote and remediate during the following year with more intensive
 9 intervention and remediation strategies identified in the revised Academic
 10 Improvement Plan,
 - 11 • retain and remediate using an alternative program of instructional delivery.
- 12
- 13 ▪ Students who are retained must receive remediation as addressed in an academic
 14 improvement plan and may be recommended for evaluation by appropriate
 15 specialists, e.g., psychologist, reading specialist, and other personnel, if such a
 16 referral would benefit the students. *Amended 7/21/98 & 6/15/99*
- 17
- 18 ▪ An appropriate placement, which differs from the present placement, must be
 19 considered for a student who has been retained two or more years.
- 20
- 21 ▪ Students classified as retained after the summer programs will be eligible for such
 22 appropriate placement. Recommendation for placement is to be determined on an
 23 individual basis considering:
 - 24 • Teacher recommendations
 - 25 • Parent recommendations
 - 26 • Test scores -- FCAT-SSS, FCAT-NRT, SAT-9
 - 27 • Child study assessment
 - 28 • LEP committee recommendation for LEP students.
- 29
- 30 ▪ The principal, upon written authority from the Superintendent, may
 31 administratively place a student who has been previously retained if the principal
 32 determines that standards have been met, and the student will be able to benefit
 33 from instruction at the higher grade. If the placement involves a new school, the
 34 assignment will occur at the time agreed upon by both the sending and receiving
 35 principal. *Amended 6/15/99 & 07/01/02*
- 36
- 37 ▪ Eighth grade students who are placed in the ninth grade will be enrolled in a
 38 mandatory remediation program.
- 39
- 40 ▪ Eighth grade students promoted to the ninth grade may take courses during the
 41 regular summer school for acceleration.
- 42

43 **G. Attendance for Credit, Grades 9-12**

44 *Amended 6/30/92, 7/21/98, 6/15/99, 6/27/00, & 07/01/02*

- 45
- 46 • In order to receive full semester credit, a student must be enrolled in any school a
 47 minimum of forty-five school days.

- 1 • Students who enroll in school or class late shall be allowed to make up the class
- 2 work.
- 3
- 4 • Students, to include LEP students, who would otherwise receive a passing grade,
- 5 but who have accumulated absences of more than ten (10) single periods of
- 6 instruction or five (5) block periods of instruction (1 block unit equals 2 single
- 7 periods) per semester will not receive credit for the course except as follows:
- 8
- 9 ➤ Attain a passing score (60% or better) on a comprehensive subject
- 10 level examination to be given within ten (10) teacher workdays of the
- 11 end of the semester in which the student was enrolled in the class.
- 12
- 13 • Students, to include LEP students, who have accumulated more than two (2) days
- 14 of absences per semester during **summer school**, will not receive credit.
- 15 *Adopted 6/27/00*
- 16
- 17 • Students in the **summer Jump Start program** who have accumulated more than
- 18 2 days of absences for the summer session will not receive credit.
- 19 *Adopted 6/19/01*
- 20
- 21 • Students, to include LEP students, with excessive absences who fail the
- 22 comprehensive examination but would receive a passing grade for the semester,
- 23 may appeal the loss of credit. A district committee will consider the appeal based
- 24 on documented, conditions. *Amended 6/27/00*
- 25
- 26 • School activities shall not be counted as absences. Assigned work shall be turned
- 27 in on the date indicated by the teacher.

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.

Authorization: FS 230.22; Implementation: FS 232.02 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, FS and SBR 6A-1.451

H. Retention – Special Program Considerations

1. LEP Students

Revised 6/27/00

- An LEP student may be retained when there is lack of academic progress in grade level concepts.
- The LEP committee shall meet to document the evidence indicating lack of academic progress and to recommend retention. The parent/guardian shall be invited to attend.

- 1 ▪ The teacher(s) must show extensive documentation of the ESOL strategies
2 used to provide the student with understandable instruction.
- 3 ▪ The reason for retention **must not imply** the student needs an extra year to
4 learn English or that the under-performance is due to the child's limited
5 English proficiency.
- 6

7 2. **Students with Disabilities**

8 a. **504 Students**

9
10
11 A student with a 504 Plan must meet the district levels of performance.
12 Parent(s)/guardian(s) must be notified if the student is being
13 considered for retention. A 504 Reevaluation committee must
14 determine if the reason(s) for retention is/are caused by the disability
15 of record on the active Section 504 Plan. If the team determines that
16 the below-grade-level performance is caused by the disability, the
17 student's placement must be re-evaluated. The re-evaluation must
18 include a review of the student's records, intellectual and academic
19 abilities, and other pertinent information provided by the student's
20 teacher.

21
22 If the team determines that the below-grade-level performance is not
23 caused by the disability, the student is treated in the same manner as
24 that for a general education student.

25 b. **ESE Students**

26
27
28 A student enrolled in ESE **must** meet the district performance levels
29 **unless** their IEP includes documentation that the student is unable to
30 meet the levels of performance, such as:

- 31 ▪ the student's demonstrated cognitive ability and behavior
32 prevent the student from completing required classwork
33 and achieving the *Sunshine State Standards* even with
34 appropriate and allowable classwork modifications,
- 35 ▪ the student is unable to apply or use academic skills at a
36 minimal competency level in the home or community.
- 37

38 A student enrolled in the ESE program(s) is considered to have met
39 promotion requirements when they have achieved the appropriate
40 instructional goals of the curriculum specified on their IEP. The
41 primary responsibility for determining each student's level of
42 performance is that of the special program teacher and the general
43 education teacher.

44
45 Below are some of the factors that the IEP team may consider:

- 46 ▪ previous retention history,
- 47 ▪ current goals and objectives on the student's IEP,
- 48 ▪ social/emotional behavior,

- attendance,
- placement and a possible change in the current placement,
- grades,
- current accommodations/modifications/services.

Students who do not meet promotion requirements may be administratively placed in the next grade level by the principal. When a student is being considered for administrative placement which involves attendance at another school (for example, from middle to high school) such placement shall be made only at the beginning of the school year. Exceptions to this rule may be made if the sending and receiving principals agree that an administrative placement during the school year is in the best interest of the student and when approved by the Superintendent.

Retention of exceptional students shall be limited to one year in the high school grades unless otherwise determined by an Individual Education Planning (IEP) team. *Amended 7/21/98*

I. Remediation Programs

Students who do not successfully master all of the materials necessary for promotion will be provided an Academic Improvement Plan. *Amended 7/21/98, 6/15/99, & 6/27/00*

1. Program Description

Remediation must be based on the results of diagnostic assessment(s) and it must be systematically embedded in the total educational program for the student. The daily instruction for the student will be modified based on both the diagnosis and the contents of the AIP or other educational plan(s) (e.g., IEP, LEP Plan). Remediation must include an instructional program that is not identical to that provided during the previous school year.

The AIP must include one or more of the following instructional intervention strategies:

- tutoring
- classroom organization
- instructional alternatives
- assignment alternatives-adaptations
- ESE referral
- other (see *Florida Statute 232.245*).

Parents of students who have been retained or identified as needing remediation may contract with state certified teachers or enroll students in an approved remedial program to teach individual students in lieu of attendance in a remedial school program. However, if the parent chooses this option, he or she must notify the child's school principal in writing within fifteen (15)

1 days after the AIP conference. Such students will be required to pass a school-
2 approved exam.
3

4 **2. Jump Start Remedial Program**

5 Beginning with the 1999-2000 school year, graduating eighth grade students
6 whose test scores fall in the bottom quartile or who have been identified as
7 needing assistance in one or more areas of mathematics, reading, writing,
8 and/or study skills will be required to complete an intensive summer program
9 at the high school designed to provide students with skills needed to be
10 successful in high school. Upon successful completion of the summer
11 program students will receive 1.5 elective high school credits. Students who
12 fail to master needed skills in the summer school will continue in the program
13 during the fall semester. Amended 6/15/99 & 07/01/02
14

15 **Florida Statute 232.245**

16 ***Pupil progression; remedial instruction; reporting requirements.--***

17 *(1) It is the intent of the Legislature that each student's progression from one grade to another be determined,*
18 *in part, upon proficiency in reading, writing, science, and mathematics; that school district policies facilitate*
19 *such proficiency; and that each student and his or her parent or legal guardian be informed of that student's*
20 *academic progress.*

21 *(2) Each district school board shall establish a comprehensive program for pupil progression which must*
22 *include:*

23 *(a) Standards for evaluating each pupil's performance, including how well he or she masters the performance*
24 *standards approved by the state board according to s. 229.565; and*

25 *(b) Specific levels of performance in reading, writing, science, and mathematics for each grade level, including*
26 *the levels of performance on statewide assessments as defined by the Commissioner of Education, below which*
27 *a student must receive remediation, or be retained within an intensive program that is different from the*
28 *previous year's program and that takes into account the student's learning style. No student may be assigned to*
29 *a grade level based solely on age or other factors that constitute social promotion. School boards shall allocate*
30 *remedial and supplemental instruction resources first to students who fail to meet achievement performance*
31 *levels required for promotion. The state board shall adopt rules to prescribe limited circumstances in which a*
32 *student may be promoted without meeting the specific assessment performance levels prescribed by the district's*
33 *pupil progression plan. Such rules shall specifically address the promotion of students with limited English*
34 *proficiency and students with disabilities. A school district must consider an appropriate alternative placement*
35 *for a student who has been retained 2 or more years.*

36 *(3) Each student must participate in the statewide assessment tests required by s. 229.57. Each student who*
37 *does not meet specific levels of performance as determined by the district school board in reading, writing,*
38 *science, and mathematics for each grade level, or who does not meet specific levels of performance, determined*
39 *by the Commissioner of Education, on statewide assessments at selected grade levels, must be provided with*
40 *additional diagnostic assessments to determine the nature of the student's difficulty and areas of academic need.*
41 *The school in which the student is enrolled must develop, in consultation with the student's parent or legal*
42 *guardian, and must implement an academic improvement plan designed to assist the student in meeting state*
43 *and district expectations for proficiency. Each plan must include the provision of intensive remedial instruction*
44 *in the areas of weakness. Remedial instruction provided during high school may not be in lieu of English and*
45 *mathematics credits required for graduation. Upon subsequent evaluation, if the documented deficiency has not*
46 *been corrected in accordance with the academic improvement plan, the student may be retained. Each student*
47 *who does not meet the minimum performance expectations defined by the Commissioner of Education for the*
48 *statewide assessment tests in reading, writing, science, and mathematics must continue remedial or*

1 supplemental instruction until the expectations are met or the student graduates from high school or is not
 2 subject to compulsory school attendance.

3 (4) Any student who exhibits substantial deficiency in reading skills, based on locally determined assessments
 4 conducted before the end of grade 1 or 2, or based on teacher recommendation, must be given intensive reading
 5 instruction immediately following the identification of the reading deficiency. The student's reading proficiency
 6 must be reassessed by locally determined assessment or based on teacher recommendation at the beginning of
 7 the grade following the intensive reading instruction, and the student must continue to be given intensive
 8 reading instruction until the reading deficiency is remedied. If the student's reading deficiency, as determined
 9 by the locally determined assessment at grades 1 and 2, or by the statewide assessment at grade 3, is not
 10 remedied by the end of grade 4, and if the student scores below the specific level of performance on the
 11 statewide assessment test in reading, the student must be retained. The local school board may exempt a student
 12 from mandatory retention for good cause.

13 (5) Each district must annually report to the parent or legal guardian of each student the progress of the
 14 student towards achieving state and district expectations for proficiency in reading, writing, science, and
 15 mathematics. The district must report to the parent or legal guardian the student's results on each statewide
 16 assessment test. The evaluation of each student's progress must be based upon the student's classroom work,
 17 observations, tests, district and state assessments, and other relevant information. Progress reporting must be
 18 provided to the parent or legal guardian in writing in a format adopted by the district school board.

19 (6) The Commissioner of Education shall adopt rules pursuant to ss. 120.536(1) and 120.54 for the
 20 administration of this section.

21 (7) The Department of Education shall provide technical assistance as needed to aid school districts in
 22 administering this section.

23
 24 **J. Summer School**

25
 26 High school students may attend summer school for grade forgiveness, remediation,
 27 and when provided accelerated credit. *Amended 6/27/00*

28
 29 Beginning with the 1999-2000 school year, incoming ninth grade students who fail to
 30 master needed skills in the summer school program will continue in the program
 31 during the fall semester. *Adopted 6/27/00*

32
 33
 34 **1. LEP Students**

35 All categories of Limited English Proficient (LEP) students in grades K-5 ,
 36 including Limited English Proficient (LEP) students are eligible to attend
 37 Summer School for either academic or language maintenance needs, provided
 38 the services are rendered at the school. The following requirements must be
 39 met:

- 40 ■ The need for summer school attendance must be
- 41 documented in the student's individual LEP Plan.
- 42 ■ The specific academic or language maintenance needs of
- 43 the student must be listed in the student's individual LEP
- 44 Plan.
- 45 ■ The student's LEP Plan will serve as the summer school
- 46 LEP Plan.
- 47
- 48

1 **2. ESE Students**

2 The determination of Extended School Year (ESY) services is a decision of
3 the Individual Educational Planning team and should be provided for the
4 student if the skills learned during the school year will significantly
5 jeopardized through regression without them. *Adopted 6/27/00*
6

7 **3. Home Education Students**

8 Home education students may participate in summer school if it is available
9 and if they meet the same eligibility requirements as established for all
10 regularly attending students.
11

12 Students who expect to earn Summer School credit in a home education
13 program must register with the Superintendent by the end of the first grading
14 period (second week) of summer school.
15

16
17 **IV. GRADUATION REQUIREMENTS**

Amended 6/30/92 & 7/29/97

18
19 To graduate from high school a student must meet all the requirements of this plan,
20 demonstrate mastery of the Student Performance Standards (FS 229.565), and meet all
21 requirements established by the Florida Department of Education and the School Board of
22 Osceola County.
23

24 **A. Course Credit Requirements**

25
26 NOTE: Enhanced credit requirements are in place for those students who attend high
27 schools in which the 4-year (not including summer school) credit earning potential is
28 greater. Guidelines are available at individual high schools.
29

Adopted 6/15/99, Amended 6/19/01
30

31 The courses listed below shall include the requirements of Florida Statutes 233.061
32 and 232.246. (For LEP students, see above.)
33

34 The **24 credits** shall be distributed as follows:

Amended 6/27/00

35
36 ▪ **Language Arts** Four (4) credits

37
38 ▪ **Mathematics** Three (3) credits

Amended 8/6/96

- Algebra 1 or Equivalent or a higher level mathematics course [Effective for incoming 9th graders 1996-97 and thereafter]

39
40
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44 ▪ **Science** Three (3) credits

- Two of which must include laboratory components

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- **Social Studies** Three (3) credits
 - World History (1)
 - American History (1)
 - American Govt. (1/2)
 - Economics (1/2)

 - **Physical Education** One (1) credit
 - Must include one-half (1/2) credit of Personal Fitness, effective for incoming 9th graders 1999-2000 and thereafter. *Amended 7/21/98 & 1/16/01*

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Florida Statute 232.246 permits that participation in an interscholastic sport, at the junior varsity, or varsity level for two full seasons, may substitute for the Physical Education requirement if the student passes a competency test on personal fitness with a score of "C" or better. This substitution fulfills the Physical Education requirement but does not grant credit toward the overall 24-credit state requirement for graduation.

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Students who are enrolled in a marching band class or a physical activity class that requires participation in marching band activities may substitute ½ the Physical Education requirement with participation in the marching band. This substitution fulfills ½ the Physical Education requirement but does not grant credit toward the overall 24-credit state requirement for graduation. *Amended 7/01/02*

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Students must still satisfy the 24-credit requirement for graduation by earning equivalent credit in another course but will not be required to meet the one (1) credit requirement in physical education. The Physical Education credit cannot be required of ninth grade students. *Adopted 7/29/97, Amended 7/21/98*

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44
- **Life Management Skills/ Health** One-half (1/2) credit

 - **Practical Arts/ Performing Fine Art** One (1) credit

45
46

In order to meet this requirement, students may earn:

- 47
48
- One (1) credit in Practical Arts/ Career and Technical Education, OR
 - One (1) credit in Performing Fine Arts, OR

- One-half (1/2) credit each in Practical Arts/ Career and Technical Education and Performing Fine Arts

Practical arts may be fulfilled by any secondary or eligible postsecondary course in the Vocational Section of the Florida Course Code Directory or by substituting one of the basic Computer Education Courses or Journalism II, III or IV on a curriculum equivalency basis.

No more than one (1) credit in Exploratory Technical courses may be used for credit toward high school graduation.

- **Electives:** Eight and one-half (8 1/2) credits
Amended 7/21/98 & 6/27/00

B. Cumulative Grade Point Average (GPA) Requirements

1. All students must maintain a **cumulative grade point average of 2.0 on a 4.0 scale** as required by Florida Statutes 232.246(1). Parents of students who have cumulative grade point averages less than 0.5 above the required graduation level shall be notified that the student is at risk of not meeting the graduation requirements. This notification shall be in the form provided in the District approved reporting procedures. *Adopted 7/29/97, Amended 6/19/01*
2. Beginning with the 1996-97 school year, incoming 9th grade students will be required a grade point average of 2.0 on a 4.0 scale for the twenty-four (24) credits used to meet the state graduation requirements. *Amended 8/6/96*
3. For those students at each grade level in grades 9 through 12 who have attained a cumulative grade point average at or below the minimum required for graduation, the following options will be made available. The programs offered include provisions for assisting students at or below the required cumulative grade point average to achieve the required cumulative grade point average for promotion or for graduation. *Adopted 7/29/97, Amended 6/27/00, & 6/19/01*
 - **Grade Forgiveness Policy**
Students entering ninth (9th) grade prior to 2000-2001 who earn any grade other than an “A” may retake the course to improve their skills, grade, and GPA. Students entering ninth (9th) grade in 2000-2001 and thereafter who earn grade of “D” or “F” may retake the course to improve their skills, grade, and GPA. The “D” or “F” grade may be replaced with a grade of “C” or higher. The highest grade earned will be used to calculate the cumulative grade point average. Credit toward graduation can only be awarded once. *Adopted 7/29/97 & 1/16/01*

- Any course grade not replaced according to the district forgiveness policy shall be included in the calculation of the cumulative grade point average required for graduation (Florida Statute 232.246).
- Students who have not attained the required grade point average are eligible to attend summer school in an attempt to raise the cumulative grade point average. *Adopted 7/29/97*

4. A student may not enroll in Level I courses unless the assessment of the student indicates that a more rigorous course of study would be inappropriate, in which case, a written assessment of the need must be included in the student's individual education plan or in a student performance plan signed by the principal, the guidance counselor, and the parent. *Adopted 7/29/97*

C. Florida Comprehensive Assessment Test (FCAT) Requirement

Students entering the ninth grade in 1999-2000 must pass the Florida Comprehensive Assessment Test. Students who were ninth (9th) graders prior to 1999-2000 must either pass the High School Competency Test (HSCT) or achieve a passing score on the Florida Comprehensive Assessment Test, which exempts the student from the High School Competency Test. *Amended 6/15/99 & 6/27/00*

D. Student Standards for Participation in Extracurricular Student Activities

Revised 6/29/93

Extracurricular activities are a vital part of the total school program. Such activities include any after-school faculty-sponsored group such as athletic teams, music groups, and special-interest organizations. *Amended 6/27/00*

1. In general for a high school student to participate in extracurricular activities, the student must maintain a 2.0 grade point average (on a 4.0 scale).
2. In order for a high school student to participate in extracurricular activities during the first grading period of the regular school year, (s)he must meet all requirements of the Florida High School Athletic Association (FHSAA), including the earning of five (5) credits the preceding school year and have an overall 2.0 grade point average (on a 4.0 scale) for the preceding school year.
 - Grades earned in summer school (a maximum of one full credit as per FHSAA guidelines) will affect the grade point average requirement for eligibility for the first grading period of the next school year.
 - Credits (a maximum of one full credit) earned in summer school will be utilized in determining FHSAA eligibility for the first grading period of the next school year.

- Incoming, first time ninth graders do not have a "preceding school year" requirement.

3. In order for a high school student to be eligible to participate in extracurricular activities during the second, third, and/or fourth grading periods, the student must maintain a 2.0 grade point average on a 4.0 scale, for the grading period immediately preceding participation. *Amended 6/27/00*

4. **Academic Performance Contract**

If the student's cumulative grade point average falls below 2.0 or its equivalent in the courses required by statute for graduation after July 1, 1997, the student may execute and fulfill the requirements of an academic performance contract between the student, the school district, the appropriate governing association, and the student's parents or guardians. *Adopted 6/27/00*

For students who entered the 9th grade prior to the 1997-98 school year, if the student's grade point average falls below 2.0 or its equivalent in the courses required by statute for graduation after July 1, 1997, the student may execute and fulfill such a contract. At a minimum, the contract must require that the student attend summer school or its graded equivalent between grades 9 and 10 or grades 10 and 11, as necessary. *Adopted 6/27/00*

5. **Home Education Students**

An individual home instruction student is eligible to participate at the public school to which the student would be assigned according to district school attendance area policies or which the student could choose to attend pursuant to district or inter-district controlled open enrollment provisions. Such a student may also develop an agreement to participate at a nonpublic school provided the following conditions are met: *Adopted 6/27/00 Revised 6/17/01*

- The home education student must meet the requirements of the home education program pursuant to s.232.0201.
- During the period of participation at school, the home instruction student must demonstrate educational progress as required in all subjects taken in home instruction by a method of evaluation agreed on by the parent or guardian and the principal.
- The home education student must meet the same residency requirements as other students in the school at which he or she participates
- The home education student must meet the same standards of acceptance, behavior and performance as required of other students in extracurricular activities.
- The student must register with the school his or her intent to participate in interscholastic extracurricular activities as a representative of the school before the beginning date of the season for the activity in which he or she

wishes to participate. A home instruction student must be able to participate in curricular activities if that is a requirement for the extracurricular activity.

- A home education student who transfers from a home education program during the first grading period of the school year is academically eligible to participate in interscholastic extracurricular activities during the first grading period provided the student has a successful evaluation from the previous school year.
- The student shall also be progressing satisfactorily toward graduation as provided in the Pupil Progression Plan for Osceola County.
- 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.
- 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.

Authorization: FS 230.22, Implementation: 230.23 (14)

E. Graduation Requirements for ESE Students

SBR 6A-6.0312 provides that modifications to basic and vocational courses are allowable for all exceptional students to meet the requirements for a regular or special diploma as follows (for potential LEP students, see above):
Amended 6/27/00

1. Modifications to Basic Courses

Modifications to basic courses shall not include modifications to the curriculum frameworks or student performance standards. When modifying vocational courses, the particular outcomes and student performance standards which a student must master to earn credit must be specified on the student's Individual Education Plan. *Amended 7/21/98*

Modifications may include any of the following:

- The instructional time may be increased or decreased.
- Instructional methodology may be varied.
- Special communications systems may be used by the teacher or student.

- Classroom and district test administration procedures and other evaluation procedures may be modified to accommodate the student's handicap.

2. Regular Diploma

- Requirements
To meet the requirements for a regular high school diploma, an exceptional student shall take academic courses in the mainstream in accordance with the student’s Individual Education Plan. Students who are classified as Deaf or Hard of Hearing, or Emotionally Handicapped may complete any basic or vocational course applicable to a regular diploma if the course is taught by the exceptional student teacher and if the course content, standards, and student outcome and other requirements are equivalent to that of the regular education course. Exceptional students may have regular academic course modifications as outlined above. *Amended 7/23/91, 7/21/98 & 6/27/00*

Any students classified as Educable Mentally Handicapped, Trainable Mentally Handicapped, Profoundly Mentally Handicapped, Deaf or Hard of Hearing, Specific Learning Disabled, Physically Impaired, Visually Impaired, Autistic or Emotionally Handicapped may be awarded a regular diploma if they meet the requirements established below. *Amended 6/27/95, 8/6/96, 7/21/98 & 6/27/00*

- Attendance
Meet attendance requirements.
- Curriculum
The curricular approach for high school Varying Exceptionalities, Emotionally Handicapped or Severely Emotionally Disturbed and Educable Mentally Handicapped shall be a regular education curriculum that follows the Florida Sunshine State Standards with appropriate modifications. The Kansas Learning Strategies model, Direct Instruction, and Precision Teaching are the instructional approaches to be utilized to enhance curriculum acquisition. *Adopted 7/21/97*

3. Special Diploma Option 1

Revised 7/23/91 & Amended 6/27/9, 7/21/98, & 6/27/00

- Requirements
Any student classified as Educable Mentally Handicapped, Trainable Mentally Handicapped, Profoundly Mentally Handicapped, Deaf or Hard of Hearing, Specific Learning Disabled, Physically Impaired, Autistic or Emotionally Handicapped may be awarded a special diploma if the following requirements are met:
 - Complete course requirements as outlined below:

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Language Arts	- Three (3) credits
Mathematics	- Three (3) credits
Social Studies	- Two (2) credits
Science	- One (1) credit
Physical Education	- One (1) credit
Life Management Skills	- One Half (1/2) credit
Employability Skills	- One Half (1/2) credit
Electives	- Eleven (11) credits
(Vocational, Practical Arts, OJT, etc.)	

Total: 22 Credits (11 required, 11 elective)

o Students must have a 2.0 Grade Point Average (GPA) to be eligible for a special diploma.

- Attendance
Meet attendance requirements.
- Curriculum
The curricular approach for high school exceptional students shall follow the Florida Sunshine State Standards for Special Diploma Option 1. Moderately and severely disabled students will use a curriculum appropriate to the developmental level of the student.
- Beginning with the 2000-2001 ninth (9th) grade class, a student must demonstrate competency in the Sunshine State Standards at the expected levels of functionality as identified by the IEP team.
- Any exceptional student excluding Visually Impaired who has acquired appropriate credits for a regular high school diploma but did not pass the High School Competency Test (HSCT) can be issued a Special Diploma Option 1.
- Note: Visually Impaired students are not eligible for a special diploma at this time. *Amended 6/27/95*

Auth: 6A-1.095, FAC

4. Special Diploma Option 2

- Requirements
In accordance with Rule 6A-1.0996, FAC, exceptional students who demonstrate mastery of specified employment and community competencies may graduate with more or less than four years of attendance in grades 9-12. *Amended 6/27/95 & 7/21/98*
- o Complete course requirements as outlined below:

1 Language Arts - Two (2) credits
 2 Mathematics - Two (2) credits
 3 Electives - Seven (7) credits
 4 (Vocational, Practical Arts, OJT, etc.)
 5

6 Total: 11 Credits (4 required, 7 elective)
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8 This can be modified only by specific permission from the Director of
 9 Exceptional Student Education.

- 10 ○ Students must have a 2.0 Grade Point Average (GPA) to be eligible for
 11 a special diploma.
 12
- 13 ○ The student shall be at least sixteen (16) years of age to be considered
 14 for this option, and shall be at least eighteen (18) years of age to
 15 graduate.
 16
- 17 ○ The student shall satisfactorily demonstrate employment and
 18 community competencies while employed full-time at least 25 hours
 19 per week in a community based job for a minimum of one semester,
 20 unless the student is placed in supported competitive employment. In
 21 this case, the student must be employed for at least 20 hours per week,
 22 for the equivalent of one semester.
 23
- 24 ○ The student's individual education plan shall include a transition plan
 25 containing annual goals and short-term objectives related to the
 26 employment and community competencies. *Amended 6/27/95*
 27
- 28 ○ A training plan shall be developed and signed by the student, parent,
 29 teacher, and employer. The plan shall identify the job specific
 30 employment and related community competencies, the criteria for
 31 determining and certifying mastery of the competencies, the work
 32 schedule and the minimum number of hours to be worked per week, a
 33 description of the supervision to be provided by the school district
 34 staff, and any special considerations. *Amended 6/27/95*
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- 37 ● Attendance
 38 Meet attendance requirements.
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- 40 ● Curriculum *Amended 7/21/98*
 41 All exceptional education students will also be monitored on the Revised
 42 Performance Standards for Exceptional Students. The Revised
 43 Performance Standard Tracking Form should be used for students to
 44 evaluate the student's progress each year. Mastery of the standards shall
 45 be determined by each teacher utilizing the evaluation modes specified in
 46 the Individual Education Plan. Mastery is not required for students who
 47 meet the criteria for Special Diploma Option 2. *Amended 6/27/95*
 48

- Option 2 does not require mastery of the Sunshine State Standards.
Adopted 6/27/00

5. Certificate of Completion *Adopted 6/27/95*

Any exceptional student who has acquired appropriate credits for a high school diploma, but did not pass the High School Competency Test, shall be issued a Certificate of Completion.

6. Special Certificate of Completion

Amended 6/27/95, 7/21/98 & 6/27/00

Any Educable Mentally Handicapped, Trainable Mentally Handicapped, Profoundly Mentally Handicapped, Deaf or Hard of Hearing, Autistic, Specific Learning Disabled, or 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 or her exceptionality but is unable to meet appropriate special minimum standards, shall be awarded a special certificate of completion.

7. 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.

8. 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.

9. Extended School Year Services *Adopted 6/27/00*

The determination of Extended School Year (ESY) services is a decision of the Individual Educational Planning team and should be provided for the student if the skills learned during the school year will be significantly jeopardized through regression without them.

F. Types of Diplomas *Adopted 9/17/96, Amended 6/15/99 & 6/27/00*

Students in Osceola County Schools may earn the following types of diplomas:

1. Regular Diploma

A Regular Diploma shall be issued to students who meet the conditions set forth in this Pupil Progression Plan section IV, except for those students who successfully enroll in and complete the GED Exit Option Program. This must include passing the High School Competency Test (HSCT) or achieving an acceptable score on the Florida Comprehensive Assessment Test (FCAT).

Amended 7/23/91 & 6/27/00

2. Regular Diploma -- GED Exit Option

A Regular Diploma-GED Exit Option shall be issued to students who meet the conditions set forth in the Pupil Progression Plan. *Adopted 6/27/00*

- Requirements

To meet the requirements for a regular high school diploma under the GED Exit Option, a student shall:

- Meet the program eligibility criteria and be enrolled in a Dropout Program, Teenage Parent, Department of Juvenile Justice, or Second Chance School Program;
- Be currently enrolled in a high school or alternative program;
- Be a minimum of 16 years of age;
- Demonstrate a 9.0 or above reading level as measured by a state-approved assessment instrument, pass the HSCT or FCAT, or demonstrate successful completion by the end of the programmatic year, and
- NOT be eligible to graduate before the date of the class with whom a student enters kindergarten.

- Attendance

Meet attendance requirement

- Curriculum

Students must be enrolled in a minimum of six courses throughout the academic year. The courses must include the following:

- Applied Communications
 - Economics/American Government
 - Algebra, Algebra 1A, or Applied Math 1
 - Any combination of a secondary or postsecondary technology or a vocational course of study, career preparation or on-the-job training
- Students must complete the prescribed program in order to obtain a regular high school diploma through the GED Exit Option Program as well as complete a career portfolio.
 - All students obtaining a regular diploma under the GED Exit Option must successfully pass the GED Test and the HSCT.
 - A grade point average (GPA) of 2.0 or above must be maintained in the coursework taken through the GED Exit Option Program.

3. Special Diploma

- Option I *Amended 7/23/91, 6/28/94 & 7/21/98*

A Special Diploma shall be awarded to properly classified Educable Mentally Handicapped, Trainable Mentally Handicapped, Profoundly, Mentally Handicapped, Hearing Impaired, Specific Learning Disabled, Emotionally Handicapped, Physically Handicapped whose ability to communicate orally or in writing is seriously impaired. Students must also master the Revised Performance Standards according to assigned State performance levels.

These performance standards must be documented by the exceptional student teacher starting when the student is initially placed into an exceptional Student Education program and progressing through graduation from high school. Specific grade levels for completion are given to designate when the child should master the appropriate competency. *Amended 7/21/98*

The Revised Student Performance Standards for Exceptional Students Tracking Form should be used for students that will be graduating from high school. Any exceptional student excluding Visually Impaired who has acquired appropriate credit for a regular high school diploma, but did not pass the HSCT or FCAT can be issued an Option I special diplomas. *Amended 7/21/98 & 07/01/02*

Beginning with the 2000-2001 ninth (9th) grade class, a student must demonstrate competency in the Sunshine State Standards at the expected levels of functionality as identified by the IEP team. *Adopted 6/27/00*

- Option II *Adopted 7/21/98*

A Special Diploma Option II shall be awarded to any exceptional student, excluding visually impaired, who demonstrates mastery of specified employment and community competencies. The student may graduate with more or less than four years of attendance in grades 9-12. This student must satisfactorily complete the equivalent of eleven credits as specified and be 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 such cases the student must be employed for the equivalent of one semester. The student's Individual Education Plan and training plan shall be developed to identify job specific competencies.

The student must also 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.

Option 2 does not require mastery of the Sunshine State Standards. *Amended 6/27/00*

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- 4. Certificate of Completion** *Amended 7/23/91*
A Certificate of Completion shall be issued to all students who acquire appropriate credits for a high school diploma but do not pass the HSCT or FCAT.
- 5. Special Certificate of Completion**
A Special Certificate of Completion shall be issued to an eligible exceptional education student who meets the requirements for his exceptionality, but is unable to meet the appropriate special state minimum requirements.
- 6. Adult High School Diploma** *Amended 7/23/91, 7/29/97, & 6/27/00*
Adult students completing all established credit requirements receive a Regular Adult High School Diploma.
- 7. College Ready Diploma** *Adopted 6/15/99*
Students who meet the following requirements will be awarded a differentiated college-ready diploma:
- Complete the requirements for a standard high school diploma as prescribed by Florida Statute 232.246. Among courses taken to fulfill the 24 academic credits requirement, a student must take high school courses adopted by the Board of Regents and recommended by the State Board of Community Colleges as college-preparatory academic courses.
 - Take the postsecondary common placement test prescribed in Florida Statute 240.117, or an equivalent test identified by the State Board of Education, before graduation and score at or above the established statewide passing score in each test area.
 - A college-ready diploma entitles a student to admission without placement testing to a public postsecondary education program for a period of two (2) years after earning the college-ready diploma.
- 8. Florida High School Diploma** *Amended 7/23/91*
Students or residents who are eighteen (18) years old or older and students who have met all requirements for graduation except the attainment of a 2.0 cumulative grade point average may apply to take the GED exam.
Amended 9/17/96 & 7/29/97
- 9. Adult Special Diploma** *Adopted 9/17/96*
Any adult student who is twenty-one (21) or older and classified as educable mentally handicapped, trainable mentally handicapped, profoundly mentally handicapped, hearing impaired, deaf, specific learning disabled, physically impaired, visually impaired, blind, autistic or emotionally handicapped may be awarded an adult special diploma if all requirements are met.

G. Participation in Graduation Ceremonies

1. Seniors participating in high school graduation ceremonies shall have completed all requirements for graduation as set forth in this Pupil Progression Plan. Seniors receiving a Certificate of Completion or a Special Certificate of Completion will also be eligible to participate in the ceremonies. *Amended 6/28/94*
2. Graduation ceremonies will be scheduled at the end of the regular academic year and at the close of the second summer session each year.
3. Students enrolled in a District K-12 dropout prevention program and earning a GED equivalency diploma may participate in the graduation ceremony of the high school in their attendance zone. *Amended 7/23/91*

H. Award, Certificate, and Scholarship Criteria

Revised 6/29/93 & Amended 7/29/97 & 7/21/98

1. Florida Bright Futures Scholarship Program

Florida Bright Futures Scholarship Program provides for tuition and fee reimbursement for undergraduate studies at a public or private university, community college or vocational/technical school. The three scholarship awards within the Bright Futures Scholarship Program are the Florida Academic Scholars Award, Florida Merit Scholars Award, and Florida Gold Seal Vocational Scholars Award. Each has specific criteria that must be met. However, to be eligible for an initial award from any of the three types of scholarships, a student (to include an LEP student) must: *Amended 6/15/99*

- Complete a Bright Futures Scholarship Program Student Authorization Form by spring graduation.
- Be a Florida resident.
- Earn a Florida standard high school diploma or its equivalent.
- Be accepted by and enrolled in an eligible Florida public or independent postsecondary education institution.
- Enroll in a postsecondary institution in Florida for at least six semester credit hours or the equivalent.
- Not to have been found guilty of, or pled nolo contendere to, a felony charge.
- Use the award within three years of graduation.

2. Florida Academic Scholars Award

The Florida Academic Scholars Award is designed to encourage and to recognize outstanding performance and academic achievement by high school students (FS 240.4025). In order to qualify for the Florida Academic Scholars Award, a student must:

- Meet the general eligibility requirements for the Florida Bright Futures Scholarship Program.
- Achieve a 3.5 unweighted grade point average on a 4.0 scale, or its equivalent, in high school courses that are adopted by the Board of Regents and recommended by the State Board of Community Colleges as college-preparatory courses.
- Attain at least a combined score of 1270 on the Scholastic Aptitude Test or 28 on the American College Test.
- Have attended a home education program according to s. 232.02(4) during grades 11 and 12, and have attained at least the above test scores.
- Have been awarded an International Baccalaureate Diploma from the International Baccalaureate Office; or
- Have been recognized by the merit or achievement programs of the National Merit Scholarship Corporation as a scholar or finalist.
- Must complete a program of community service work, as approved by the district shall include a minimum of 75 hours of service work and require the student to identify a social problem, and address, evaluate, and reflect upon the problem through papers or other methods of presentation.
- Maintain the equivalent of a 3.0 grade point average on a 4.0 scale for all postsecondary education work attempted and the student remains eligible to renew the Florida Academic Scholars Award. One opportunity for reinstatement of this award will be given if the grade point average falls below the 3.0 requirement.

3. Florida Merit Scholars Award

To be eligible for Florida Merit Scholars Award the student must:

- Meet the general eligibility requirements for the Florida Bright Futures Scholarship Program.
- Achieve an unweighted grade point average of 3.0 on a 4.0, or the equivalent, in high school courses that are adopted by the Board of Regents and recommended by the State Board of Community Colleges as college-preparatory academic courses.

- Has attained a combined score of 970 on the SAT or a score of 20 on the ACT.
- Maintain the equivalent of a 2.75 grade point average on a 4.0 scale for all postsecondary education work attempted and the student remains eligible to renew the Florida Merit Scholars Award. The student will receive one opportunity to reinstate the award if the grade point average falls below a 2.75.

4. **Florida Gold Seal Vocational Scholars Award**

The Florida Gold Seal Vocational Scholars Award recognizes and awards academic achievement and vocational preparation by high school students. High school students may participate in this program in accordance with Florida Statute 232.2467 and State Board Rule 6A-1.092. In order for a student to qualify for the Florida Gold Seal Vocational Scholars Award students must meet the general eligibility requirements of the Florida Bright Futures Scholarship Program along with the following criteria:

- Complete three vocational credits in a sequential program of studies, or
An equivalent dual enrollment course/program; *Adopted 7/29/97*
- From a weighted GPA (based on the Statewide Scholarship Weighting System) using the core 15 credits required for graduation or for 1998 & 1999 Seniors, earn a 3.0 unweighted GPA using the minimum of 3 sequential vocational credits.
- Earn an unweighted grade point average of at least 3.5 in courses comprising the vocational program;
- Beginning with the year 2000 graduates, earn the following required credits:
 - 4 - English
 - 3 - Mathematics
 - 3 - Natural Science
 - 3 - Social Science (American History, World History, American Government, and Economics)
 - 1 - Practical Art or 1 Performing Art or 1/2 credit in each
 - 1/2 - Life Management Skills
 - 1/2 - Personal Fitness

A minimum of three (3) sequential Vocational Job-Prep or Technological Education

- Must obtain the minimum test scores as follows:

- SAT: Verbal 420, Math 440 or
- ACT: Reading 16, English 16, Math 16 or
- CPT: Reading 83, Sentence 83, Algebra 72.

V. REPORTING STUDENT PROGRESS

A. Parent(s)/Guardian(s) – Written Notification Requirements

Florida Statute 232.24521 requires that district report cards for all high school students must clearly grade or mark:

- the student’s academic performance in each class or course in grades 1-12 (based upon examinations as well as written papers, class participation and other academic performance criteria);
- the student’s conduct and behavior; and
- the student’s attendance, including absences and tardiness.

The student’s final report card for a school year shall contain a statement indicating end-of-year status regarding performance or nonperformance at grade level, acceptable or unacceptable behavior and attendance and promotion or nonpromotion.

B. Report Cards

- All schools shall use a standard report card appropriate for the level (K, 1-2, 3-5, 6-8, 9-12) as the primary means of reporting student progress.
- With the approval of the Superintendent and the School Board, schools may develop additional or supplementary instruments, which may be used in conjunction with the standard report card. *Amended 7/29/97 & 6/25/99*
- Report cards shall be issued for all students, 9-12, at the close of each grading period. *Amended 6/30/92*
- Parents are to be notified in writing at any time during a grading period when it is apparent that the student may not pass or is performing unsatisfactorily in any course or grade level. The county Deficiency/Progress Report and/or approved electronic Progress Report form will be used for this notification. *Amended 6/15/99 & 6/27/00*
- Progress Reports may be issued at the end of the extended year programs and services, i.e., summer school, Saturday school, before and after school programs. *Adopted 6/27/00*

- 1 ▪ Report cards for Limited English Proficient (LEP) students must be in the primary
2 language of the parent/guardian, whenever feasible. These primary language
3 report cards are to be attached to the English report card. *Adopted 6/27/00*
- 4
- 5 ▪ Adult Education students will be issued a Certificate of Attendance or a
6 Certificate of Program Completion upon request. *Amended 6/29/93 & 6/27/95*
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8 **C. General Rules of Awarding Grades and Credit**

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- 10 1. Report card grades are to provide the student and the student's
11 parents(s)/guardians(s) with an objective evaluation of the student's scholastic
12 achievement and effort. Students and parents are to be advised of the grading
13 criteria employed in the school and in each class at the time of enrollment.
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- 15 2. Marks are based on the quality of student performance relative to expected
16 levels of achievement of the Sunshine State Standards.
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- 18 3. The student's academic grades are to reflect academic achievement. The
19 quality of the work will be assessed by multiple measures that include, but not
20 limited to:
 - 21 • teacher observations (oral presentations or reports, speeches, recitations,
22 impromptu speaking, student participation and demonstrations);
 - 23 • classroom assignments (reports, term or research papers, models, projects,
24 exhibits, posters, computer programs and homework);
 - 25 • examinations (essay, multiple-choice and completion tests, oral tests and
26 skill tests requiring demonstrations);
 - 27 • alternative methods (portfolios and performance assessment).
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- 29 4. Grades in conduct are to be assigned independently of academic achievement.
30 Standards for grading in these areas are to be explained to the students.
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- 32 5. A remedial student making a C or better at grade level for two (2) grading
33 periods shall be considered for placement in the regular classroom.
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- 35 6. Students who enroll in school or class late shall be allowed to make up the
36 class work. In order to receive full semester credit, a student must be enrolled
37 in any school a minimum of forty-five days.
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- 39 7. A sufficient number of grades/marks will be recorded to justify the marking-
40 period grade/mark. A marking-period grade is not based solely on a single
41 project. Passing grades on report cards indicate that the student is working
42 within a range acceptable for the grade or subject, unless the subject is clearly
43 identified as remedial.
- 44
- 45 8. To receive a report card a student shall have been enrolled in school at least ½
46 of the forty-five day grading period as established by the official school
47 calendar. If an elementary student is enrolled for less than one-half (1/2) of
48 the forty-five day grading period, a report card shall be issued, but a grade is

1 not required. The report card needs to reflect the date of entry and attendance
 2 record. If a student withdraws, he shall be issued a grade on the withdrawal
 3 form as of the date of withdrawal. *Amended 7/2/96 & 6/27/00*
 4

5 9. Students are to receive grades in all subjects in which they have received
 6 instruction that grading period.
 7

8 10. If the principal of a school feels it is necessary to change a pupil's grade in
 9 any subject at the end of a grading period, the principal shall consult with the
 10 teacher regarding the necessary change. If the change is made after official
 11 notification has been made to the parents, a copy of the principal's reasons
 12 shall be placed in the pupil's cumulative folder.

13 11. A student shall complete a semester's work in order to be promoted or to
 14 receive credit for the semester's work. Students who complete the semester's
 15 work, except taking the final examinations, may at the discretion of the
 16 principal, arrange to take the examination prior to the opening of the next
 17 succeeding school year.
 18

19 Work or credit earned from a non-accredited school or school from outside
 20 Osceola County shall be accepted toward graduation upon validation.
 21 Validation of credit may be made by the student's successful completion of a
 22 standardized test in the subject.
 23

24 12. Grades will be awarded at the end of each grading period. These grades will
 25 reflect all work assigned and achieved during that grading period. Credit may
 26 be awarded at the end of a grading period (nine weeks or semester).
 27 *Amended 6/30/92 & Amended 6/27/95*
 28

29 13. Final grades may be awarded on a semester or yearly basis in high schools or
 30 on a yearly basis in middle and elementary schools. *Amended 6/27/95*
 31

32 14. When two nine weeks are used to determine a final grade, each nine weeks
 33 shall count 50% of the final grade. The total shall be divided by two (2).
 34

35 When a semester exam is given, each of the nine weeks grades shall count
 36 40% and the exam grade shall count 20% of the final grade, and the total shall
 37 be divided by five (5). *Amended 6/30/92 & 7/2/96*
 38

39 15. In grades 9-12, a numerical average is determined by the teacher, at the end of
 40 each nine (9) week grading period and the corresponding letter grade (as
 41 determined by the grading scale above) is recorded on the report card. If a
 42 semester exam is given, the numerical exam score is also converted to the
 43 corresponding letter grade as determined by the above grading scale. To
 44 determine the final grade, the numerical grades are averaged together, as
 45 outlined two paragraphs above, and numerical average will be converted to
 46 the corresponding letter grade from the grading scale, and reported on the
 47 report card. *Amended 7/2/96*
 48

16. 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. *Amended 7/23/91 & 6/27/00*

D. Description and Definition of Marks

Schools shall adhere to the following evaluation plan for grading and reporting pupil progress. (For LEP, see below.) *Amended 6/15/99, 6/27/00, & 6/19/01*

1. Grades 6-12 Percent Point Value Definition

Effective July 1, 2001, Grades 6-12 will be given corresponding letter grades using the scale below: *Amended 6/19/01*

GRADE	PERCENT	POINT VALUE	DEFINITION	PACER POINT
A	90-100	4	outstanding progress	5
B	80-89	3	above average	4
C	70-79	2	adequate progress	3
D	60-69	1	lowest acceptable progress	1
F	0-59	0	failure	0
I	0	0	incomplete	0

2. Pacer Point Scale for Determining Class Rank and Valedictorian/ Salutatorian

All high schools will utilize a Pacer Scale for honors courses as a means to determine senior class rank and valedictorian/salutatorian selections. These determinations will be made at the end of the eighth semester and will include all high school courses taken. Pacer Points will be assigned based upon the Grading Scale adopted by the School Board. High schools will assign the Pacer Points to dual enrollment college courses and to all level 3 courses as defined in the Course Code Directory except level 3 courses in physical education. Pacer Points will **not** be used when determining the 2.0 grade point average required for graduation, or the final grade point average. *Adopted 7/29/97, Amended 6/15/99, 6/27/00 & 6/19/01*

E. Guidelines for Grading and Reporting Academic Progress of LEP Students

Revised 6/27/00

The course grade and academic progress of LEP students will be based on the results of teacher observation, alternative assessments, and modified tests used to assess the understandable instruction provided through the use of ESOL teaching strategies, appropriate instructional materials, and curriculum modifications.

If there is a continued pattern of failure in classroom performance and assessments, the LEP committee shall meet to review the reasons for the student's lack of progress. The reason(s) documented for the academic under-performance of an LEP student **cannot imply** that he/she needs an extra year to learn English or that it is due to the student's lack of English proficiency.

The following documentation needs to be in the student permanent records:

- Documentation of the ESOL strategies used by the ESOL language arts and basic content area teacher(s) to provide understandable instruction, including the alternative assessment instruments and test modifications used to evaluate the student's academic progress.
- The records of parental contacts or attempts made to inform the parent/guardian of the student's under-performance. When applicable, copies of the deficiency reports signed by the student and parent/guardian. Notices to parent/guardian of LEP students must be provided in the home/native language, whenever feasible.
- The instructional support requested by the teacher(s) to provide additional assistance for the student from the ESOL Assistant and Compliance Specialist available at the school.

F. District/ State Assessment Programs

All students must participate in all regular district and state assessments for accountability purposes (*Florida Statute 229.57*).

Parents are to be advised of their child's performance on all standardized tests administered as part of the countywide testing program.

Home education students who wish to participate in the Florida Comprehensive Assessment Test (FCAT) may do so under the following conditions:

Adopted 6/19/01

- Home education students may take the FCAT only at the school for which they are zoned.
- Home education students must abide by all the rules of the Student Code of Conduct while on any Osceola County school campus. Failure to do so will result in the removal of the student from the campus and loss of testing privileges.

- Home instruction parents must notify the appropriate school(s) of their intention to participate in testing at least two weeks in advance of the scheduled assessment.

E. Modifications of District/ State Assessments for Special Program Students

1. LEP Students

The LEP Committee will review each ESOL student's progress to determine whether a modification is necessary. Test modifications, based on the recommendations of the LEP Committee, may include: **flexible setting, flexible scheduling, flexible timing, English/heritage language dictionary, and assistance in the heritage language.**

2. Students with Disabilities

a. 504 Students

Students with 504 plans may receive modifications on both district and state assessments. The multidisciplinary team should refer to the student's past performance on standardized tests and the classroom modification section of the 504 Plan to determine if the impairment substantially interferes with his/her performance. If so, the multidisciplinary team will determine the necessary modifications for district and state assessments.

Modifications may include: **flexible setting, flexible scheduling, flexible timing, flexible responding, flexible presentation, and/ or flexible format.**

b. ESE Students

Test modifications during district/state testing will be implemented as specified in the student's IEP. The IEP must specify:

- assessment name,
- area of assessment (e.g., reading, mathematics, etc.),
- standard administration, and
- modification(s):
 - ✓ flexible setting,
 - ✓ flexible scheduling,
 - ✓ flexible timing,
 - ✓ flexible responding,
 - ✓ flexible presentation, and/ or
 - ✓ flexible format.

1 **F. Exemptions from District/State Assessments for**
 2 **Special Program Students**

3
 4 **1. LEP Students**

5
 6 An LEP student whose Home Language Survey (HLS) date precedes a
 7 district/state testing date by less than one year may be exempted
 8 individually by specific action of the LEP Committee. **It is strongly**
 9 **recommended all be tested.** A district-approved alternate assessment
 10 must be administered to those LEP students who have been exempted
 11 from a district and/or state assessment. *Adopted 07/01/02*

12
 13 **2. Students With Disabilities**

14
 15 **a. 504 Students**

16 Students with 504 plans **may not** be exempted from state assessments.

17
 18 **b. ESE Students**

19 The IEP committee determines whether a student with a disability
 20 participates in state and district assessments. The decision to exclude
 21 any student with a disability must be documented on the IEP and must
 22 meet the following criteria:

- 23 • the student demonstrated cognitive ability prevents the
 24 student from completing required coursework, and achieving
 25 the benchmarks of the Sunshine State Standards, even with
 26 appropriate and allowable accommodation; AND
- 27 • the student requires extensive direct instruction to accomplish
 28 the application and transfer of skills competencies needed for
 29 domestic, community living, leisure, and vocational
 30 activities.

31
 32 Students who are excluded from state and district assessment will be
 33 assessed through an alternate assessment procedure identified by the IEP
 34 team and documented on the IEP.

Appendix C

Bylaws of the School Board



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Bylaws of the Board

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1 **BYLAWS OF THE BOARD**
2
3

4 **A. Chairman**
5

- 6 (1) The Chairman of the School Board shall preside at all meetings of the
7 School Board and shall vote on motions placed before the School Board
8 for action unless he has a conflict of interest.
9
10 (2) He shall represent the School Board in deliberations with other school
11 boards, districts, or agencies unless another member of the School Board
12 is so designated.
13
14 (3) The Chairman of the School Board shall sign all official documents,
15 minutes of School Board meetings, and any other School Board documents
16 as shall be necessary by law or School Board direction.
17
18 (4) He may appoint committees unless otherwise specified by the School
19 Board or may request the Superintendent to call a special meeting, or shall
20 call a special meeting in the event that the Superintendent fails to do so
21 when requested, shall accept service of process in all suits against the
22 School Board, if he can be found, and shall perform all other duties as
23 prescribed by law.
24

25 **B. Vice-Chairman**
26

- 27 (1) The Vice-Chairman of the School Board shall perform all duties of the
28 Chairman in his absence.
29
30 (2) The Vice-Chairman, when acting as Chairman, shall have the right to
31 designate any other Board member to act as Chairman for the purpose of
32 making or seconding motions, discussing and voting on a particular issue
33 or question before the Board.
34

35 **C. Secretary**
36

- 37 (1) The Superintendent shall serve as Secretary of the School Board.
38
39 (2) He shall keep, or cause to be kept, an accurate record of all School Board
40 business in the School Board minutes.
41
42 (3) He shall sign all papers that require signatures of the School Board unless
43 otherwise specified by law, shall accept service of process in all suits
44 against the School Board in the event the Chairman is not available, shall
45 act as the School Board's representative in financial and legal matters, and
46 shall perform such other duties as may be required by law or action of the
47 School Board.

1
2 **D. Clerk**
3

4 The Superintendent's Secretary shall be the Clerk of the Board, unless the
5 Superintendent shall designate some other person whose name shall be submitted
6 to the Board for their approval.
7

8 **E. Attorney**
9

10 (1) The School Board shall select, employ and determine the duties and fee of
11 an attorney(s), who shall be responsible directly to the School Board.
12

13 (2) The Attorney for the School Board shall have the following duties and
14 responsibilities to be rendered in consideration of the hourly or yearly
15 compensation set by the School Board:
16

17 a. He shall attend all meetings of the School Board and other
18 meetings when requested. At these meetings he shall act as a
19 Counselor to the School Board.
20

21 b. He shall render a written opinion on any legal question when
22 requested by the School Board in session, with a copy furnished to
23 all School Board members and the Superintendent, and one copy to
24 be maintained by the School Board secretary in a Master Opinion
25 File, in the Office of the School Board. He shall render written
26 opinions on any legal question only when requested. Any School
27 Board member may request an opinion, however, if the opinion
28 will require a considerable length of time, then it is incumbent
29 upon the Attorney to seek School Board approval.
30

31 c. He shall prepare or supervise the preparation of all legal papers and
32 documents which shall be executed by the officers of the School
33 Board or he shall approve the same before execution thereof by
34 said officers.
35

36 d. He shall provide such opinions or other legal information to the
37 Superintendent or his delegated representative which may be
38 necessary for the immediate or long-range conduct of the affairs of
39 the School District.
40

41 e. He shall represent the School District in all litigation to which the
42 School District may be a part or in which it is interested, except in
43 cases where insurance coverage shall provide representation.
44

45 f. Upon the purchase of any real estate by the School Board, he shall
46 examine the abstract or preliminary report of title, as the case may
47 be, and render a written opinion concerning the same, and shall

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represent the School Board in the purchase or sale of any real estate.

g. Such other duties as directed by the Board.

F. Committees

All committees appointed by the Chairman or chosen by vote of the School Board shall be for fact-finding, deliberative and advisory functions only, but never to have legislative nor administrative powers. *Amended 6/17/97*

G. School Advisory Councils *Amended 6/29/93*

- (1) The School Board shall annually review School Advisory Councils which shall be broadly representative of the community and which shall include the principals, parents, teachers, other business and community members and students on High School and Vocational Committees. At the times established in the School Board Rules, open nominations and elections shall be held. Unless otherwise directed by the School Board, the rules and regulations for operation of the councils shall be developed and maintained by the Superintendent subject to the action of the School Board. Such School Advisory Councils shall not have any of the powers and duties invested by law in the School Board, and shall act in an advisory capacity only.
- (2) Among any other duties assigned to a School Advisory Council at the time of its establishment shall be the responsibility of participating in the development and evaluation of an annual school improvement plan. *Amended 7/21/98*
- (3) Beginning with the 1999-2000 academic year, with assistance from the principal and Finance Department, each school advisory council shall assist in the preparation of the school's annual budget. *Adopted 7/21/98*
- (4) Beginning in 1999-2000, each plan shall address issues relative to budget, training, instructional materials, technology, staffing, student support services, and other matters of resource allocation. *Adopted 7/21/98*
- (5) The Board shall receive a copy of the minutes from the School Advisory Council meetings, and a copy of the Feedback Report from each school. In addition, the cumulative attendance of each member of each School Advisory Council shall be reported to the Board with the minutes of each meeting.

1 **H. Members**

- 2
- 3 (1) It is understood that the members of the School Board have authority when
- 4 acting as a School Board legally in session. The School Board shall not be
- 5 bound in any way by any action or statement on the part of any individual
- 6 member except when such statement or action is in pursuance of specific
- 7 instructions from the School Board.
- 8
- 9 (2) No member, by virtue of his office, shall exercise any administrative
- 10 responsibility with respect to the schools or as an individual command the
- 11 services of any school employee.
- 12
- 13 (3) Each School Board member shall serve as a representative of the entire
- 14 School District, rather than merely as representative of a School Board
- 15 member area.
- 16
- 17 (4) Any School Board member must accept service of process in all suits
- 18 against the School Board whenever the Chairman of the School Board and
- 19 the Superintendent are unavailable.
- 20

21 **I. Orientation**

- 22
- 23 (1) Under the guidance of experienced School Board members and the
- 24 Superintendent, orientation will be provided to new School Board
- 25 members through activities such as these:
- 26
- 27 a. Workshops for new School Board members conducted by state and
- 28 area School Board Associations
- 29
- 30 b. Discussions and visits with the Superintendent and other members
- 31 of the school staff
- 32
- 33 c. Provisions of printed and audio-visual materials on School Board
- 34 policies and administrative rules and procedures
- 35
- 36 (2) Education shall be considered as an on-going process for all School Board
- 37 members, and may include such activities as those indicated above and the
- 38 addition of items such as these:
- 39
- 40 a. Attendance at School Board and administrative conferences and
- 41 conventions on a local, area, state and national basis
- 42
- 43 b. Exchange of ideas through joint meetings with other school boards.
- 44
- 45 c. Verbal or written reports to the Board of Members' activities
- 46 outside of Board meetings.
- 47

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J. Development in Service

- (1) Attendance at meetings directly or indirectly related to education or school matters shall be encouraged for the values they have to the school system and the professional growth of School Board members.
- (2) The Superintendent shall notify School Board members of all relevant scheduled meetings; however, School Board members are encouraged to attend all meetings they believe would be helpful to them in their official capacity.

K. Remuneration and Reimbursement

All remuneration and reimbursement to the Board will be as prescribed by law.

L. School Board Member Protection

The School Board shall provide individual School Board members with liability insurance coverage upon such terms as the School Board may from time to time approve.

M. Retirement

- (1) Outgoing members of the School Board should be appropriately recognized and thanked for their service to the schools and community.
- (2) Continuing privileges as may be legally provided as a courtesy, may be extended upon request.

N. Methods of Operation

- (1) The School Board, acting as a School Board, exercises authority over the schools in accordance with applicable laws. It determines policy, and appraises the results achieved in light of the goals of the school system.
- (2) The School Board shall concern itself primarily with broad questions of policy and with the appraisal of results, rather than with an administrative task to be performed by the Superintendent and his staff, who shall be held responsible for the effective administration and supervision of the entire school system.

O. Bylaws of the Board

- (1) Formulation, Adoption and Amendment of Bylaws
 - a. The School Board's Bylaws are rules designated to organize and control its internal operations. Some bylaws are set by statute.

1 Others may be formulated and adopted at its option by the School
2 Board itself as long as they are in harmony with the intent and
3 specifics of the Statutes.
4

- 5 b. In its deliberation leading to the establishment or amendment of its
6 bylaws, the School Board's central concern will be for increased
7 efficiency and effectiveness in carrying out its legally mandated
8 tasks.
9

10 (2) Adoption and Amendment of Bylaws
11

- 12 a. Bylaw proposals and suggested amendments to or revisions of
13 existing bylaws shall be submitted to all members of the School
14 Board and to the Superintendent in writing prior to a regularly
15 scheduled School Board meeting in which such proposed bylaws,
16 amendments, or revisions shall be read and discussed. Any such
17 proposed bylaws, amendments or revisions shall be adopted in
18 accordance with the requirements of Chapter 120, Florida Statutes
19 for adoption of Rules.
20
21 b. The formal adoption of bylaws shall be recorded in the minutes of
22 the School Board. Only those written statements so adopted and
23 recorded shall be regarded as official School Board Bylaws.
24

25 **P. Meetings**
26

27 All actions of the School Board shall be taken only in official School Board
28 meetings called, scheduled and conducted according to these bylaws and the
29 Statutes of the State of Florida.
30

31 (1) Time, Place, Notification for Meeting
32

33 The time, place and notification of meetings procedures shall be
34 established in the standing rules of the School Board, which shall be
35 adopted at the annual organizational meeting.
36

37 (2) Public and Executive Sessions
38

39 a. Public Sessions
40

41 The School Board shall conduct regular meetings, special meetings
42 and all conferences as public meetings with news media notified of
43 such meetings. Time, date and place of such meeting will be
44 included in news media notification.
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b. Executive Sessions: Amended 6/17/97

- (1) Executive sessions may be held ~~only~~ for the purpose of discussing the status of negotiations between labor organizations and the Superintendent and his designee ~~to~~ and instructing the Superintendent as to the School Board's desires in such negotiations.

- (2) Pending Litigation. In accordance with the procedural requirements of the Florida Statutes, the Board may hold an Executive Session with the Superintendent and the Board's attorney to discuss pending litigation to which the Board is presently a party before a court or administrative agency. The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. The Executive Session shall be recorded by a certified court reporter. The Superintendent shall give reasonable public notice of the time and date of the Executive Session and the names of persons who will be attending that session. The Executive Session shall commence at an open meeting at which the Chairman shall announce the commencement and estimated length of the Executive Session and the names of the persons attending. At the conclusion of the Executive Session, the meeting shall be reopened and the Chairman shall announce the termination of the Session. The transcript of the meeting is made part of the public record upon conclusion of the litigation.

c. Construction of Agenda/Advance Delivery of Meeting Materials Amended 6/17/97

- 1. The Superintendent shall prepare an agenda prior to each regular School Board meeting, special meeting, public hearing and workshop. The preparation of the agenda shall be in cooperation with the Board and the Superintendent shall make it available for distribution upon the request of any interested persons.

- 2. The Superintendent will make the supporting documentation available to each School Board member at least ninety-six (96) hours prior to each meeting, whenever practicable.

- 3. In connection with preparation of the agenda for each regular meeting of the School Board, the Superintendent shall prepare, in cooperation with the Board, a proposed

1 consent agenda, which shall consist of those agenda items
2 which normally are considered to be matters not requiring
3 discussion. The Superintendent shall cause such consent
4 agenda to be delivered to each School Board member along
5 with the regular and full agenda.
6

7 4. Prior to a vote by the School Board on the consent agenda,
8 any item included thereon shall be removed therefrom upon
9 the request of any School Board member. School Board
10 members, where possible, are encouraged to convey to the
11 Superintendent any such request by 12:00 o'clock noon of
12 the day of the meeting.
13

14 5. Above requirements do not apply to expulsion hearings or
15 when meeting as a quasi-judicial body.
16

17 6. Expulsion hearings and workshop meetings and other
18 special meetings shall be scheduled by the Superintendent
19 as directed by the School Board. The Superintendent is
20 authorized to schedule Expulsion hearings upon the
21 recommendation of staff.
22

23 (3) Meeting Conduct
24

25 a. Start of Meeting
26

27 The Chairman, or in his absence, the Vice-Chairman, shall start all
28 meetings promptly at the appointed hour.
29

30 b. Procedure for Discussion *Amended 6/17/97*
31

32 All debate on an issue shall be germane to the question, not
33 redundant, and in proper decorum. The Chairman has complete
34 discretion with regard to the conduct of the meeting. All questions
35 should be directed to the Chairman who is responsible for
36 recognizing Board members, staff, or others who desire to
37 comment on the issue.
38

39 c. Voting
40

41 1. No member of the School Board who is present at any
42 meeting of the School Board, at which an official decision,
43 ruling or other official act is to be taken or adopted, may
44 abstain from voting in regard to any decision, ruling, or act,
45 and a vote shall be recorded or counted for each such
46 member present, except when, with respect to any such
47 member, there is or appears to be a possible conflict of

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interest as provided by law. Upon request of any School Board member, the vote on any matter shall be by roll-call vote. The Chairman shall vote last.

2. The minutes of the meeting shall show the vote of each School Board member present on all matters on which the School Board takes action. It shall be the duty of each member to see to it that both the matter and his vote thereon are properly recorded in the minutes.

(4) Action

- a. Formal action by the School Board may be taken on any item included in the agenda by whatever majority vote is required by the Statutes.
- b. All actions of the School Board shall be taken only in official School Board meetings called, scheduled, and conducted according to these bylaws and the Statutes of the State.

(5) Public Participation *Amended 6/17/97*

- a. The School Board shall listen to the advice of and counsel of the public in planning and operating the public schools. If a person has a valid interest or communication pertaining to the immediate business being discussed, he or she may be recognized to speak at the sole discretion of the Chairman.
- b. Public discussion on any one topic shall be limited to 15 minutes, with each speaker being given 3 minutes to discuss the issue. New speakers shall not repeat the opinion of another speaker, each new speaker shall bring a new or different point of view. If an individual is selected to speak, when that person is directed by the Chairman, he or she should go to the podium and give the Board his or her name for the record.
- c. Prior to the meeting, each speaker shall sign a form, which is maintained by the Superintendent and state whether they intend to speak on a specific topic on the agenda or a topic which is not on the agenda. The Chairman will determine whether persons who completed the form will speak at the meeting. If the topic is not on the agenda, the Board will not comment on the issue, but may direct staff to contact the speaker about the matter. The staff may contact the speaker to review or resolve the issue or to schedule the issue at a subsequent Board meeting.

- d. The Chairman has the authority to select persons from the audience to speak before the School Board if the Chairman concludes that the individual could make a contribution to items on the agenda or the topic under discussion. Individual Board members do not have the authority to select individual speakers
- e. General citizen participation shall not be permitted when the Board is sitting as the "Legislative Body" pursuant to Chapter 447, Florida Statutes, to resolve impasse in any collective bargaining process; nor when the Board is considering or hearing any charges or recommendation, of suspension or discipline of any employee, any student disciplinary proceeding, or otherwise acting as a quasi-judicial body.

(6) Order of Business *Amended 6/29/93 & 6/17/97*

The School Board's business will usually be transacted in the order outlined below. The Order of Business at any particular meeting may be altered by the Chairman if no board member objects.

- I. Meeting Openings
 - A. Call to Order
 - B. Invocation
 - C. Pledge of Allegiance
 - D. Mission Statement
- II. Public Hearings
- III. Presentations
- IV. Agenda Modifications
- V. Consent Agenda
- VI. Items Removed from Consent Agenda for Special Consideration
- VII. Public Comment (Regular and/or Special Meetings)
- VIII. Administrative Services
- IX. Business and Fiscal Services
- X. School Operations and Human Resources
- XI. Curriculum and Instructional Services
- XII. Superintendent's Recommendations
- XIII. Old Business (List)
- XIV. New Business
 - A. New Items Introduced by the Superintendent
 - B. New Items Introduced by School Board Members.
- XV. Board Member Comments and Committee Reports

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XVI. Information and Announcements

XVII. Advance Planning

A. Future Meeting Dates.

B.

XVIII. Adjournment

(7) Parliamentary Procedure - Robert's Rules of Order

- a. The School Board of Osceola County adopts the most current edition of Robert's Rules of Order, Newly Revised, as the operating procedure for the School Board. Whenever Robert's Rules of Order, Newly Revised conflicts with these bylaws, the bylaws of the School Board, or if applicable, the Florida Statutes or other rules governing the Board, shall control. Each Board member shall be provided with a copy of Robert's Rules to be used for their term on the Board.
- b. It is recognized that Robert's Rules may be impractical to apply verbatim or literally to every parliamentary question that may arise in the course of the Board's proceedings. Questions of applicability or interpretation of Robert's Rules shall be referred to the Board Attorney for his opinion, however it shall always be prerogative of the Chairman to rule on such questions as he believes to be correct or proper for this Board, subject only to the right of any two (2) Board members to take an "appeal" from such ruling.

(8) Minutes

The minutes of the meetings of the School Board shall include the following:

- a. Classification (regular, adjourned or special), date and place of meeting
- b. Call to order stating time, person presiding and his office
- c. Record Board members present and absent
- d. Notation of the presence or absence of the Superintendent
- e. Record of any corrections to the minutes of the previous meetings and the action approving them
- f. All main motions (except withdrawn motions), points of order and appeals, whether sustained or lost

- 1 g. All other motions that were not withdrawn
- 2
- 3 h. Record of all petitions of citizens
- 4
- 5 i. Record of all matters on which the School Board takes action and
- 6 the vote of each School Board member thereon
- 7
- 8 j. Notation of the times of recesses
- 9
- 10 k. Hour of adjournment
- 11
- 12 l. Signature of the Secretary and Chairman
- 13

14 (9) Recording of Votes

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16 Each member's vote shall be recorded, and with the approval of the other
17 members he may also append at that time a statement indicating the reason
18 for his vote.

19
20 a. Recording of Statements

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22 An individual statement by a School Board member, which
23 exceeds fifty (50) words, may be included as an attachment to the
24 minutes at the School Board member's request, provided however,
25 that a written copy of the statement is submitted.

26
27 b. Electronic Recording

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29 All regular and special public meetings of the Board shall also be
30 recorded electronically and the tape or other medium preserved by
31 the Board Clerk. An additional copy of such recordings shall be
32 kept readily accessible for use by Board Members, staff and the
33 public at the District Media Center.

34
35 **Q. Access to School Board Records**

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37 (1) Fees for Document Copies

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39 Copies of items requested by the general public, due to the cost involved,
40 shall be priced at the cost of production. Each person making the request
41 shall remunerate the School Board for the actual cost in each case.

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43 (2) Distribution of Board Meeting Agendas by Mail

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45 a. When the agenda for each School Board meeting has been
46 completed by the Superintendent and is ready for distribution,
47 additional copies will be reproduced and made available to

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interested citizens who may receive them at the District School Offices, 817 Bill Beck Boulevard, Kissimmee, Florida, until the supply is exhausted.

- b. Any citizen who desires a copy of the School Board meeting agenda mailed to him may arrange this service by contacting the office of the Superintendent. Mailing fees will be charged.
- c. Nothing contained in the foregoing shall operate to deprive a citizen of his right to inspect and examine public records as provided in Florida's Public Records Act.

(3) Public Access to Minutes

The approved minutes of the School Board shall be shown to the public upon request in the presence of the Superintendent or his delegate, provided, however, that records shall not be removed from the Administration Building of the school system, except by vote of the School Board.

R. Membership in Associations

Recognizing the value of the Florida School Boards Association as both political and legal representatives of school boards, and realizing that in times of changing laws, curriculums, and methods of operation that school boards must be kept abreast, the School Board wishes to maintain its membership in the Florida School Boards Association. In addition, the School Board may hold membership in such other school board associations as may exist, and shall look upon such membership as an opportunity for growth in School Board service.

S. Monitoring Products and Processes

- (1) The School Board directs the Superintendent, in cooperation with the school staff, student body, parents, and any other interested persons or groups, to establish and maintain a comprehensive accountability plan and set of procedures for the school system.
- (2) The plan shall provide for regular, scheduled reports to the School Board on students, school level professionals, and staff development in academic vocational and general behavioral pursuits in relation to professional and School Board adopted instructional goals.
- (3) The School Board accepts the responsibility for and will provide for monitoring for its own operations.

1 **T. Administrative Positions**

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The Board will not take action on new administrative positions or administrative nominations for at least one (1) week, seven (7) calendar days after being announced by the Superintendent. This can be waived by a four-fifths vote of the Board. Board members and news media will be notified in writing.

Appendix D

Student Internet Use Procedures



Appendix D

The School District of Osceola County, Florida Student Internet Use Procedures

The School District of Osceola County offers Internet and network access for students. This document contains the procedures for implementing the Acceptable Use Policy for student use of the internet, previously adopted by the School Board on June 19, 2001.

Educational Purpose

Access to the Internet has been established for a limited educational purpose and shall be consistent with the district's curriculum and Sunshine State Standards. The term "educational purpose" includes academic activities and career development. Access has not been established as a public service or a public forum.

The School District of Osceola County has the right to place reasonable restrictions on the material accessed or posted through the system. Students are expected to follow the rules set forth in the *Code of Student Conduct*, the *Data Network Acceptable Use Policy*, and the law in their use of the Internet and network resources.

Students may not use the Internet for commercial purposes. This means you may not offer, provide, or purchase products or services through the Internet using any district resources.

Student Internet Access

E-mail is an electronic mail system that allows students to communicate one-to-one with people throughout the world. Students may only have e-mail, chat room, web cam access, or any other forms of direct electronic communications under direct supervision of their teacher(s) for specific instructional purposes as designated by the school. The District, as required by the Children's Internet Protection Act (CIPA), will permit only specific authorized e-mail access.

All students will have access to Internet World Wide Web information resources through the classroom, media center, or computer lab.

If approved by administrators, students may contribute to a school web page. All content must be pre-approved by the appropriate staff.

Unacceptable Uses

The following uses of the School District of Osceola County Internet access are considered unacceptable:

Personal Safety

Students should promptly disclose any messages received that are inappropriate or make you feel uncomfortable to a teacher. Students will not post personal contact information about

themselves or other people. Personal contact information includes: Student's full name (First and Last), address, telephone numbers, school address, work address, etc. This information may not be provided to an individual, organization, or company, including web sites that solicit personal information.

Illegal Activities

Do not attempt to gain unauthorized access to the School District of Osceola County network or to any other computer system through the Internet or go beyond authorized access. This includes attempting to log in through another person's account or access another person's files. These actions are illegal, even if only for the purpose of "browsing".

Do not make deliberate attempts to disrupt the computer system or destroy data by spreading computer viruses or by any other means. These actions are illegal [F.S. 815 Computer-Related Crimes].

Do not use the School District network to engage in any illegal act, which includes, but is not limited to, arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, threatening the safety of persons, or violating any provision of the Code of Student Conduct.

System Security

Students are responsible for individual network access and must take all reasonable precautions to prevent access by others. Under no conditions should a student provide passwords to another person. Students will immediately notify a teacher or the school's Technology Coordinator if a possible security problem has been identified. Any attempt by a student to look or scan for security problems will be construed as an illegal attempt to gain access. Students will use District approved virus protection software to avoid the inadvertent spread of computer virus if files are downloaded.

Under no circumstances are students permitted to use a workstation to gain access to student grades or other private student records.

Students will not load unauthorized software on computers or on file servers. Students will not use any equipment or software to bypass, destruct, modify, "hack", or abuse the School District of Osceola County network system or disrupt the network activities of others. Any student identified as a security risk or having a history of problems with computer and/or network access may be denied authorization.

Student owned hardware will not be permitted to connect to the district network unless written permission is granted by both the school principal and the Information and Technology

Services Department. Appropriate anti-virus software and security software must be activated before network use.

Inappropriate Language

Restrictions against inappropriate language apply to public messages, private messages, and material posted on Web pages.

Students will not use obscene, profane, lewd, vulgar, rude, threatening, or disrespectful language. Students will not harass another person. Harassment, as defined in the *Code of Student Conduct*, is the act of using unwelcome gestures, words, or written statements to annoy, demean, denigrate, defame, malign, or ridicule another person. Harassment can include, but is not limited to, sexual and racial harassment. If a student is told by a person to stop sending messages, he or she must stop.

Students shall not post false or defamatory information about a person or organization.

Students shall not forward any message that was sent from another person without permission of the original sender of the message. Students will not post private information about another person.

Respecting Resource Limits

Students may use the system only for educational and career development activities. Students will not download large files unless absolutely necessary. If necessary, students should download the file at a time when the system is not being heavily used. Students will not post chain letters or engage in "spamming". Spamming is sending an annoying or unnecessary message to a large number of people.

Plagiarism and Copyright

Do not plagiarize works that you find on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were yours.

Respect the rights of copyright owners. Copyright infringement occurs when you inappropriately reproduce a work that is protected by a copyright. If a work contains language that specifies appropriate use of that work, follow the expressed requirements. Students should request permission from the copyright owner.

Inappropriate Access

In accordance with the Children's Internet Protection Act (CIPA), all School District of Osceola County web access is filtered; however, this does not preclude the possibility that inappropriate sites are not blocked. Do not use the School District of Osceola County Internet to access material that is profane or obscene (pornography), that advocates illegal acts, or that advocates violence or discrimination towards other people (hate literature). A special exception may be made if the purpose of access is to conduct research with instructor and district approval. Students shall immediately notify a teacher if inappropriate information is mistakenly accessed. This will protect students against a claim of intentional

violation of this policy. Parents or guardians should instruct their students if there is additional material that they think would be inappropriate to access. The District fully expects that the student will follow his or her parent's/guardian's instructions in this area.

Student Rights

Student rights to free speech, as set forth in the *Code of Student Conduct*, also apply to communication on the Internet. The School District of Osceola County Internet is considered a limited forum similar to a school newspaper, and therefore administrators may restrict speech for valid educational reasons. However, speech will not be restricted on the basis of a disagreement with the opinions a student expresses.

Enforcement

Routine maintenance and monitoring of the School District of Osceola County Internet and network systems may lead to discovery that a student has violated these procedures, the School District of Osceola County disciplinary code, or the law. The District will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted on the District's network.

An investigation will be conducted if there is reasonable suspicion that a student has violated these procedures, the *Code of Student Conduct*, the *Data Network Acceptable Use Policy*, or the law. The investigation will be reasonable and related to the suspected violation.

Due Process

School administrators will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through the School District of Osceola County network access. If the violation also involves a violation of the *Code of Student Conduct*, it will be handled in a manner described in that document.

Limitation of Liability

The School District of Osceola County makes no guarantee that the function or the services provided by or through the District's network will be error-free or without defect. The District will not be responsible for any damage suffered, including but not limited to, loss of data or interruptions of service. Students are responsible for making a back up copy of crucial files. The District is not responsible for the accuracy or quality of the information obtained through or stored on the network. The District will not be responsible for financial obligations arising through the unauthorized use of the network as the result of intentional misuse.

Developed with the assistance of:
The Responsible Netizen Center for Advanced Technology in Education, University of Oregon
and
The Orange County Public Schools, Orlando, Florida

Adopted by the School District of Osceola County, effective 06/30/02.



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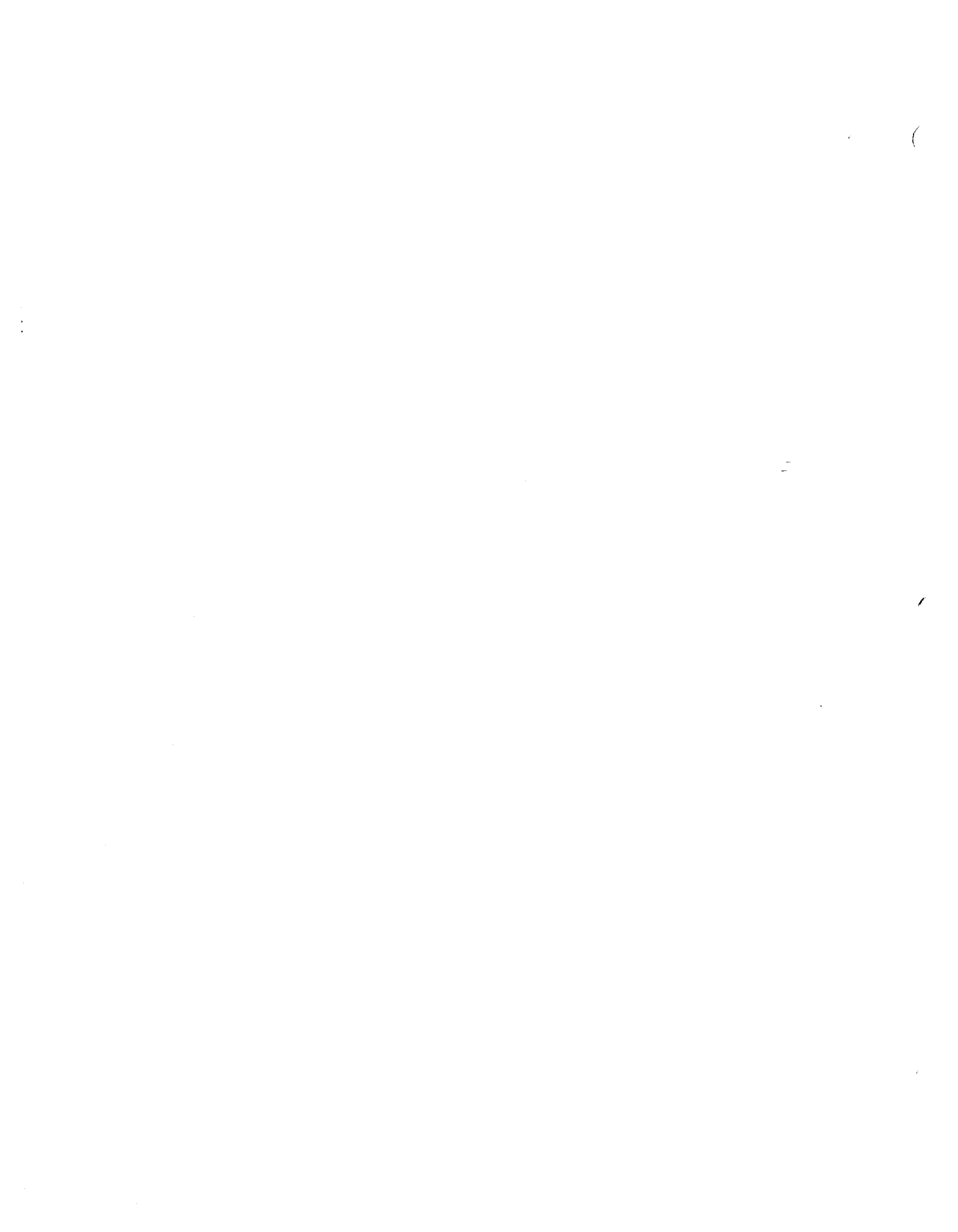
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DRAFT

**OSCEOLA DISTRICT SCHOOLS
ABUSE REPORTING PROCEDURE**

DRAFT

District employee knows, becomes aware, or has reasonable cause to suspect that a child is an abused, abandoned or neglected child.



District employee immediately secures a copy of the Osceola District Schools Child Abuse and Incident Referral Report Form from the School Resource Office (SRO).* If the SRO is not available, the employee secures the form from the school/department administrator or designee.



The school/department administrator shall take reasonable action to safeguard the child while on School Board property who is alleged to have been abused, abandoned or neglected. The school/department administrator shall also take reasonable action to safeguard other students and staff members on School Board property, as applicable under the circumstances.



District employee will immediately call the Florida Child Abuse Hotline, 1 800 96 ABUSE, with the SRO as witness to the employee's contact with Florida Child Abuse Hotline. If the SRO is not available, the school/department administrator or designee will witness the employee's contact to the Florida Child Abuse Hotline. In the absence of such employees, the employee will proceed with the contacts.**



In the absence of the SRO, the employee will immediately call the appropriate law enforcement agency with the school/department administrator or designee as witness to the employee's contact with law enforcement. In the absence of such employees, the employee will proceed with the contact.

Osceola Sheriff 407 348-2222 • Kissimmee Police Dept 407 846-3333 • St. Cloud Police Dept 407 891-6700



After the reports have been completed to the Florida Child Abuse Hotline and law enforcement the employee completes the Osceola District Schools Child Abuse and Incident Referral Report.



The employee, SRO, the school/department administrator or designee sign the Osceola District Schools Child Abuse and Incident Referral Report.



The school/department administrator or designee notifies a designated district administrator and faxes a copy of the Osceola District Schools Child Abuse and Incident Referral Report for their signature.

Jim DiGiacomo, Deputy Superintendent
407 343-8616 407 908-0362 407 870-4883
Office Mobile Fax

Chuck Butler, Assistant Superintendent
407 518-2901 407 908-6354 407 870-4845
Office Mobile Fax



The designated district administrator signs and returns by fax the completed form. A copy of the referral will be maintained at a central location at the school district office. In addition, the school/department administrator or designee will maintain the record. A copy will be given to the employee.

**Inclusion of the SRO constitutes inclusion of law enforcement into the process.*

***It shall not be necessary for a witness to report the incident to the Child Abuse Hotline as that person's function will be limited strictly to that of being a witness to the reporting. Additionally, any other personnel of the School District who become aware of the fact that a School District employee has reported suspected or known child abuse, abandonment or neglect, are not also required to report if their involvement in the matter is simply acting as a witness or in maintaining records or receiving reports of School District employees making such reports.*

